

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



**STUDY SESSION AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
THURSDAY, FEBRUARY 6, 2020, 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 February 4, 2020. 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) OLD BUSINESS

A) Resolution #2020-107: SRCI Water and Wastewater Agreement

6) NEW BUSINESS

- A) Bid Award Recommendation: 5-Year Skyline and Malheur Farm Leases
- B) Resolution #2020-105: Declaration of Necessity for Property Condemnation
- C) Resolution #2020-106: Legislative Position regarding an Airport Layout Plan Revision

7) DEPARTMENT HEAD UPDATES

- A) Finance ~ Monthly Report (Dec 2019)
- B) Public Works ~ Quarterly Report (Oct-Nov-Dec, 2019)

8) DISCUSSION ITEMS

- A) Homeless Update
- B) Marijuana Law Enforcement Funding

9) HAND-OUTS

- A) Minutes:
County Court ~ Jan 8, 15, 21, 22, 2020
Public Works Committee ~ Dec 10, 2019
- B) Departmental Monthly Stats:
Ontario Fire & Rescue ~ Jan 2020
Public Works ~ Jan 2020
Code Enforcement ~ Jan 2020
Police ~ Jan 2020

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.

10) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

11) EXECUTIVE SESSION

A) ORS 192.660(2)(h)

12) ADJOURN



**AGENDA REPORT
OLD BUSINESS
February 6, 2020**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2020-107: SRCI WATER AND WASTEWATER AGREEMENT**

DATE: February 4, 2020

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE INTERGOVERNMENTAL AGREEMENTS FOR WATER AND WASTEWATER SERVICES BETWEEN THE CITY OF ONTARIO AND THE DEPARTMENT OF CORRECTIONS.

SUMMARY:

An agreement has been negotiated by staff for water and wastewater services between the State Department of Corrections and the State Department of Justice.

BACKGROUND:

The contracts for the City of Ontario to provide water and wastewater service to the Snake River Correctional Institution (SRCI) expired after their initial 20-year term in 2017. Both contracts have been extended while the City and State Department of Justice have been negotiating the terms of the continuation.

CURRENT SITUATION:

On the city's behalf, the City Attorney, City Engineer, Public Works Director and the City Manager. We have had support from Jacob's rate experts from their Denver office.

Following intensive negotiations with the Department of Justice, both staff parties have come to an agreement to the best negotiated agreement for both parties. Final approval by the City Council is required to execute the agreement.

ANALYSIS:

- A. **STRATEGIC PLAN** This item has no strategic plan impact.

- B. **FINANCIAL** The agreement has been negotiated to the end goal that the city does not incur additional costs as a result of providing service to SRCI. At the request of the city, the state has granted the city the ability to access emergency funding if there are unforeseen expenses.
- C. **TIMING** The agreements will expire on February 14, 2020. The Department of Justice and Department of Corrections are hoping for the Council's approval on February 6th so that the state and city can sign the agreements before the expiration.
- D. **POLICY/LEGAL** Intergovernmental agreement approvals must be approved by the City Council.

ALTERNATIVES:

Do Not Approve: The state intends to file a supersiting order if the contract is not approved, which will just require the city to continue services as we continue to negotiate. The decision could be referred to the circuit court to agree upon a fee structure.

RECOMMENDATION:

Staff recommends that the City Council approve the intergovernmental agreements between the City of Ontario and the State of Oregon for water and wastewater services.

ATTACHMENTS:

- 1. RES 2020-107 CC_SRCI Wastewater and Sewer IGA_2 6 2020
- 2. SRCI Water Final Feb 4 2020
- 3. SRCI Wastewater Final Feb 4 2020 (2)



RESOLUTION #2020-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, APPROVING AN AGREEMENT FOR THE CITY OF ONTARIO TO PROVIDE WASTEWATER SERVICES TO THE SNAKE RIVER CORRECTIONAL INSITUTION AND AN AGREEMENT TO PROVIDE DOMESTIC WATER TO THE SNAKE RIVER CORRECTIONAL INSTITUTION

- WHEREAS,** The City of Ontario supplies the Snake River Correctional Institute (SRCI) with domestic water and wastewater treatment services; and
- WHEREAS,** Staff has negotiated in good faith both contracts with guidance from the Ontario City Council with the Department of Justice on behalf of the Department of Corrections for hundreds of hours; and
- WHEREAS,** The agreement provides that City rate payers will incur no additional cost for providing these services to SRCI; and
- WHEREAS,** SRCI intends to pay all costs directly related to the infrastructure solely used to provide services to SRCI.

NOW THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Ontario approves the attached agreements between the City of Ontario and the State of Oregon Department of Corrections and authorizes the Mayor to execute the agreements.

ATTACHMENTS:

Agreement for the City of Ontario to Provide Water to the Snake River Correctional Institution

Agreement for the City of Ontario to Provide Wastewater Services to the Snake River Correctional Institution

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the Common Council City Council of the City of Ontario this 6th day of February, 2020, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this ____ day of _____, 2020.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

AGREEMENT FOR THE CITY OF ONTARIO TO
PROVIDE DOMESTIC WATER TO THE
SNAKE RIVER CORRECTIONAL INSTITUTION

BETWEEN:

CITY OF ONTARIO

An Oregon Municipal Corporation
444 SW 4th Street
Ontario, Oregon 97914

“City”

AND:

THE STATE OF OREGON

Acting by and through the Oregon
Department of Corrections

“DOC”

DATED: _____, 2020.

RECITALS

- A. The Oregon Department of Corrections (“DOC”) operates the Snake River Correctional Institution (“SRCI”) located outside the city limits of Ontario, Oregon.
- B. Through a series of contracts between the DOC and the City of Ontario (“City”) beginning in 1998 and terminating on February 14, 2020, the City has extended its domestic water system outside its city limits to SRCI, and has provided domestic water to SRCI for all of its non-irrigation needs. The City is willing to continue to do so subject to the terms and conditions of this Agreement.
- C. The City and DOC (the “Parties”) agree that all payments, credits, rates, terms and conditions of providing the Water Services pursuant to this Agreement are just, fair and reasonable.
- D. The DOC and City acknowledge that DOC is solely responsible for any domestic water system infrastructure between the Point of Delivery as defined in Section 1.4 below and SRCI.
- E. The DOC acknowledges that a portion of the City’s domestic water system infrastructure serves only SRCI and not any other customers, and that the City will likely incur expenses during the term of this Agreement to maintain and

repair the water system infrastructure serving only SRCI (the “SRCI-Specific Infrastructure” as defined in Section 1.6 below) and that DOC will ultimately be financially responsible for such expenses under the terms set forth in this Agreement.

- F. The City and DOC intend that this Agreement encompass all of the agreements, duties and obligations of the Parties with respect to provision of Water Services by the City, and that no further obligations will be placed upon the DOC by the City in the form of SDCs or otherwise for provision of the Water Services, except as set forth in this Agreement.

AGREEMENT

The City and DOC agree as follows:

SECTION 1. DEFINITIONS

1.1 “Agreement” shall mean this “Agreement For The City Of Ontario To Provide Domestic Water To The Snake River Correctional Institution” dated as of the ___ day of February, 2020, between the City and DOC.

1.2 “Base Rate” shall mean the base water rate charged to all residential water customers for the provision of water treatment and delivery service by the City, and does not include the UCF Fee. The City shall charge the same Base Rate to the DOC that it charges to all other residential water customers.

1.3 “Emergency Repair Costs” shall mean unanticipated and unbudgeted repair or upgrade costs in excess of \$5,000 incurred by the City in making a single repair to the SRCI-Specific Infrastructure that, if not promptly performed, is likely to result in irreparable damage to the environment; the SRCI-Specific Infrastructure; or public health, safety or welfare.

1.4 “Point of Delivery” shall mean the effluent side of the water meter vault generally located in the southeast corner of the DOC property within the gravel yard surrounding the Headworks Facility, which represents the interface between that section of the water treatment, distribution and storage system which is operated and maintained by the City; and that section of the water treatment, distribution, and storage system that is operated and maintained by the DOC.

1.5 “Power Charge” shall mean the charge imposed on the City by the local power company (currently Idaho Power Company) for metered electricity to pump domestic water to SRCI through the pumps at the Canyon Booster Station. The City shall pass that charge on to DOC as a component of the SRCI Water Fee.

1.6 “SRCI-Specific Infrastructure” shall mean the City’s water treatment and water delivery structures that serve only SRCI and no other City water customers, located

between the valve at the intersection of Foothill Drive and NW 36th Street, where the watermain splits to provide service directly to SRCI, and the Point of Delivery. The SRCI-Specific Infrastructure consists of the following: 12" PVC water pipe, 20,800 linear feet; and Canyon Booster Pump Station with three (3) 600 g.p.m pumps. The layout of the SRCI Water System Infrastructure is represented in the diagram in Exhibit "B". The SRCI-Specific Infrastructure does not include the two water tanks located inside the SRCI perimeter fence. DOC shall be solely responsible for maintenance and repairs to those water tanks, unless the Parties agree otherwise in writing.

1.7 "SRCI Infrastructure Monthly Charge" shall mean the monthly fee paid by DOC, paid in addition to the Base Rate and the UCF Fee, that is intended to compensate the City for future repairs and upgrades to the SRCI-Specific Infrastructure, including those set forth in Exhibit C, as well as cost of living ("COLA") adjustments imposed on City utility ratepayers generally. This fee has been calculated to include a 20% contingency in anticipation of unexpected non-emergency repair costs.

1.8 "SRCI Water Fee" shall mean the total monthly fee, consisting of the Base Rate, the UCF Fee, the Power Charge and SRCI Infrastructure Monthly Charge, charged to the DOC by the City as set forth in Exhibit A, as well as any cost of living adjustments ("COLA") imposed on City utility ratepayers generally. Any COLA adjustments imposed on City ratepayers generally shall also apply as adjustments to the DOC's Base Rate and SRCI Infrastructure Monthly Charge. Except for Emergency Repair Costs, the SRCI Water Fee shall be the sole compensation paid by the DOC to the City and is intended to cover all costs incurred by the City in connection with the operation, maintenance, odor control, repair, replacement, upgrading, or otherwise bringing into conformance with any applicable rule, regulation, statute or standard, the City's Water System Infrastructure and SRCI-Specific Infrastructure, or any component thereof, now or in the future.

1.9 "UCF Fee" is a utility capitalization charge imposed on City water customers through Ontario Municipal Code Section 8-11-22 in the amount of 17% of the Base Rate. Code Section 8-11-22 provides that the UCF Fee is "...for the purpose of constructing improvements to the City water system and wastewater system....". The 17% UCF Fee has been reduced in this Agreement to a rate of 12% of the Base Rate because SRCI's wastewater system bypasses a portion of the City's wastewater infrastructure that serves all wastewater customers generally. If the City adjusts the UCF Fee that it charges to residential rate payers, the City shall make a proportionate adjustment to the UCF Fee charged to DOC.

1.10 "Water System Infrastructure" shall mean the integrated water treatment and water delivery system constructed by the City to accommodate water treatment and delivery service for City residents, businesses, industry and SRCI. The Water System Infrastructure includes the SRCI-Specific Infrastructure.

1.11 "Water Services" shall mean the domestic water supplied by the City to SRCI for non-irrigation purposes.

SECTION 2. WATER SERVICES

2.1 Water Supply. The City shall provide Water Services to SRCI during the term of this Agreement, with an average daily volume of 322,000 gallons, not to exceed a peak daily volume of 603,000 gallons, at a pumping rate not to exceed 1,260 gallons per minute.

2.2 Term of Agreement. This Agreement shall remain in effect for a period of twenty years, commencing on February 1, 2020, and terminating on January 31, 2040.

2.3 Rates and Water Service Billings. The City shall bill the DOC for the SRCI Water Fee on a monthly basis for Water Services provided in the previous month. The Base Rate and UCF Fee shall proportionately increase or decrease during the term of this Agreement only to the extent that the City increases or decreases the Base Rate and UCF Fee charged to all other City customers for domestic water, as reflected in the rate formula in Exhibit A. The City shall provide to the DOC the same notices given to other City customers prior to the imposition of any changes in the City's Base Rate and UCF Fee.

2.4 Reopening Contract to Negotiate Rate Adjustments. A party may make a written request to re-open the contract to engage in good faith negotiations to adjust the rate in the following circumstances:

2.4.1 Future Adjustments to Base Rate and UCF Fee: In the event the City increases the Base Rate or UCF Fee to pay for repairs or upgrades to the City's wastewater system that does not serve SRCI, the DOC shall be entitled to reopen this Agreement for the purpose of negotiating an adjustment to its rate. The imposition by the City of the same periodic COLA increases on the DOC as the City imposes on its other ratepayers shall not be used as a basis for requesting a rate adjustment by DOC.

2.4.2 Adjustments to SRCI Infrastructure Monthly Charge: If the City reasonably determines that the SRCI Infrastructure Monthly Charge is inadequate to pay for all necessary projected repairs and upgrades to the SRCI-Specific Infrastructure, the City shall be entitled to reopen this Agreement for the purpose of negotiating what repairs and upgrades are necessary and whether an adjustment to the SRCI Infrastructure Monthly Charge is appropriate. Likewise, DOC shall be entitled to reopen this Agreement for the purpose of negotiating a reduction in the SRCI Infrastructure Monthly Charge if it concludes that the SRCI Infrastructure Monthly Charge exceeds the amount necessary to pay for the repairs and upgrades described in Exhibit C. If a dispute arises under this Section, either party may invoke the alternative dispute resolution procedure in Section 7.4.

2.5 Advance Notice to DOC of Proposed SRCI-Specific Infrastructure Expenses. Except in the case of Emergency Repair Costs that must be incurred without advance notice, the City shall provide reasonable notice to the DOC of the nature and

proposed extent of any repair or upgrade work prior to incurring any repair or upgrade expenses for the SRCI-Specific Infrastructure, and shall give the DOC a reasonable opportunity to comment on those expenses before they are incurred. Once those expenses are incurred, the City shall provide the DOC, at its request, with all documents reasonably available to the City showing the nature and extent of the expenses that were incurred. Any failure by the City to provide the notice required in this Section shall not relieve DOC of the obligation to pay for SRCI-Specific Infrastructure expenses, except upon a showing by DOC that the charges were unreasonably incurred.

2.6 Emergency Repair Costs. The Parties recognize that the City may be forced to incur an Emergency Repair Cost for the SCRI-Specific Infrastructure. Whenever reasonably possible, the City agrees to give advanced notice to DOC prior to engaging in any emergency repairs and will in any event notify DOC of the repair as soon as is practicable.

2.6.1 If the City is able to provide DOC with advance notice of an anticipated Emergency Repair Cost, the City shall provide DOC with reasonable opportunity to review the requested repair and seek funding in advance of the City performing the repair or upgrade. Any failure by the City to provide DOC with advance notice shall not relieve DOC of the obligation to pay for Emergency Repair Costs, except upon a showing by DOC that the charges were unreasonably incurred under the emergency circumstances.

2.6.2 If the City incurs an Emergency Repair Cost for the SRCI-Specific Infrastructure, it may give written notice and a request for reimbursement to DOC. This notice and request shall include a detailed statement that describes the repair, includes photographs and/or video, and explains why it was an emergency. The notice and request shall also itemize the costs of material and labor incurred to complete the repair. Thereafter, DOC shall review the notice and request and, subject to Section 7.12 below, pay the Emergency Repair Cost if it concludes that the repair and costs are reasonable under the emergency circumstances. The City shall provide any additional documentation and information requested by DOC concerning an Emergency Repair Cost. If an agreement over payment for the Emergency Repair Cost cannot be reached, the Parties agree to resolve the dispute according to the terms of Section 7.4, Alternative Dispute Resolution. Section 2.6 does not apply to any single emergency repairs that cost less than \$5,000 or any cumulative repairs for a single project that cost less than \$5,000.

SECTION 3. FORCE MAJEURE

The performance of all duties, obligations and/or responsibilities provided for in this Agreement shall be suspended during the period the performance is reasonably prevented by acts of nature, accidents, weather, strikes, boycotts, lockouts and other labor troubles, riot, fire earthquake, flood, drought, storm, lightning, epidemic, insurrection, rebellion, revolution, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising from the declaration, the exercise of paramount power by the federal or state government, either through the taking of property necessary to

performance or the imposition of regulations restricting the diversion, treatment and/or delivery of water, acts of enemies, sabotage, interference, restriction, limitation or prevention by legislation, regulation, decree, order or request of any federal or state government or any instrumentality or agency of any government, including any court of competent jurisdiction, inability to secure labor or adequate supplies of materials, products or merchandise or any other delay or contingency beyond the party's reasonable control.

SECTION 4. CAPITAL IMPROVEMENTS AND EXPENDITURES MADE TO CONFORM TO LAW

4.1 Court and/or Government Action. The Parties hereto acknowledge and agree that the SRCI Water System Infrastructure is intended to comply with all laws, rules, regulations and other requirements of the law. The Parties further acknowledge, however, that federal and state domestic water standards and regulations may change dramatically during the life of this Agreement and that governmental agency action and/or orders or judgments obtained through court litigation may require significant modification, upgrading, refurbishment and/or replacement of the SRCI Water System Infrastructure. The Parties hereto covenant and agree to mutually cooperate in the defense, resolution and/or settlement of any action, claim, or proceeding brought against the City or the DOC in connection with the SRCI Water System Infrastructure and/or the provision of Water Service, and the Parties agree, to the extent permitted by Article XI, Section 7 of the Oregon Constitution, to indemnify each other against any liability for damage to life or property arising from the Parties' actions under this Agreement, provided that the obligation to indemnify each other shall not arise except as permitted by the Oregon Tort Claims Act nor exceed the limited herein, as applicable, and, provided further, that neither party shall be required to indemnify the other for any such liability arising out of the negligent or wrongful acts of employees or agents of said other party.

4.2 Responsibility for Costs. In the event that any action, claim or proceeding is brought against the City, as described in Section 4.1, the outcome of which imposes a requirement or obligation upon the City to make modifications, updates, refurbishments or reconstructions to the SRCI-Specific Infrastructure, DOC shall pay the cost of any such modifications, updates, refurbishments or reconstructions, except to the extent that such costs are already included in the rate formula in Exhibit A.

SECTION 5: ACCOUNTING REQUIREMENTS

The City shall maintain a detailed and complete record of all repair and upgrade expenditures for the SRCI-Specific Infrastructure, together with supporting documentation. The City shall provide DOC with an itemized statement showing the contributions from the DOC's payment of the SRCI Infrastructure Monthly Charge paid by the DOC, and repair and upgrade expenditures made by the City on an annual basis or as otherwise agreed to by the Parties in writing.

SECTION 6. MISCELLANEOUS

6.1 Notices. Any notice or other communication required or permitted hereunder shall be sufficiently given if delivered or sent by registered or certified mail, postage and registration or certified charges prepaid, addressed as follows:

TO CITY:

The City of Ontario
444 SW 4th Street
Ontario, Oregon 97914
Attn: City Manager
Phone #: (541) 889-7684
Fax #: (541) 889-7121

TO DOC:

Oregon Department of Corrections
2757 Center Street NE
Salem, Oregon 97310
Attn: Department Director
Phone #: (503) 945-9090
Fax #: (503) 373-1173

And shall be deemed to have been given three days after the date mailed, and the address of a party may be changed by notice delivered or mailed by the changing party to the other party as above stated.

6.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon not only the Parties hereto but also upon the respective heirs, successors, representatives and any permitted assigns of the Parties pursuant to the terms hereof; provided, however, that nothing contained in this Section shall alter the restrictions of the above relating to assignment.

6.3 Use of Pronouns. In construing this Agreement, whenever the context requires it, the singular number includes the plural and the plural the singular, and the masculine, feminine and neuter gender shall each include the masculine, feminine, or neuter as the context requires.

6.4 Entire Agreement. This Agreement (including all Exhibits) contains the entire understanding of the Parties relating hereto. There are no conditions, representations, warranties, covenants or undertakings other than those expressly set forth herein.

6.5 Counterpart Execution. This Agreement may be executed in counterparts and the counterparts, when assembled, shall constitute one and the same instrument.

6.6 Severability. In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6.7 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

6.8 Survival of Covenants. The covenants and agreements contained herein shall survive full performance and/or termination of this Agreement.

6.9 No Third Party Beneficiaries. DOC and City are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless-such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6.10 Compliance. City and DOC shall comply with all federal, state and local laws and ordinances applicable to the actions contemplated under this Agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555. Without limiting the generality of the foregoing, City expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

6.11 Waivers. All waivers of any provision of this Agreement must be in writing and signed by the waiving party. In the event any provision contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

6.12 Nonappropriation; Termination for Lack of Funding. Nothing in this Agreement may be construed to permit any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. DOC's payment for costs incurred after the last calendar day of the current State of Oregon biennium is contingent upon DOC receiving funding, appropriations, limitations, allotments or other expenditure authority from the Oregon Legislative Assembly (including its Emergency Board). DOC may immediately terminate this Agreement upon written notice if DOC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow DOC, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement

SECTION 7. EVENTS OF DEFAULT AND REMEDIES.

7.1 Events of Default Defined. The following shall be "events of default" under this Agreement, and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, with respect to the Project, any one or more of the following events:

7.1.1 Failure by DOC or City to make any payment required hereunder on or prior to the date on which such payment is required.

7.1.2 Failure by DOC or City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.1.1, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to defaulting party by the other party unless the Parties shall agree, in writing, to an extension of time for such remedy. Provided, however, that if the breaching party shall proceed to undertake the necessary curative action which, if begun and prosecuted with due diligence, cannot be completed within a period of 30 days, then such period shall be increased without such written extension to such extent as shall be necessary to enable said party, with due diligence, to begin and complete such curative action.

7.1.3 Failure of the legislative assembly to appropriate sufficient funds to enable DOC to make the payments required pursuant to this Agreement.

7.1.4 Failure of City to provide Services in compliance with this Agreement.

7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing with respect to the terms, covenants and conditions of this Agreement, the party not in default shall have the right, at its option and without further demand or notice, to take one or any combination of the following remedial steps:

7.2.1 In the event of default on the part of DOC, the City, without terminating this Agreement, and without any liability to DOC or the State of Oregon, its agents, inmates and/or employees, may, so long as said default continues, cease delivery of water to SRCI by shutting off the water at the Point of Delivery, provided, this remedy shall not be exercised by City without first giving DOC thirty (30) days prior written notice of its intent to turn off the water supply and allowing DOC an opportunity to cure.

7.2.2 In the event of a default by City, the DOC, without terminating this Agreement, and without any liability to the City, may, so long as said default continues, cease making all payments hereunder.

7.2.3 Specifically enforce the terms and provisions of this Agreement by suit in equity; or

7.2.4 Take whatever action at law or in equity which may appear necessary or desirable to collect any payments then due and thereafter to become due during the term of this Agreement with respect to the Project, or enforce performance and observance of any obligation, agreement or covenant under this Agreement.

7.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to DOC or City is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such

right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle DOC or City to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice other than such notice as may be required in this Section or by law.

7.4 Alternative Dispute Resolution. DOC and City agree that any disputed matter may be submitted to mediation. The Parties shall both agree on the selected mediator and agree to share related costs equally. In the event a dispute cannot be resolved through mediation, the Parties may agree to submit the dispute to arbitration, which may be either binding or nonbinding. Binding arbitration shall be governed by the provisions of ORS 36.300 to 36.365. If the DOC and City have agreed to binding arbitration of disputed issues, either party, if dissatisfied with the arbitrator's decision and award, may file exceptions pursuant to ORS 36.355. Exceptions shall be limited to the causes set forth in ORS 36.355(1). If the dispute is regarding the rates, terms and conditions of furnishing necessary public services to SRCI, it shall be resolved pursuant to the provisions of ORS 421.628(6) through 421.628(16).

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

STATE OF OREGON, acting by and through
THE OREGON DEPARTMENT OF CORRECTIONS

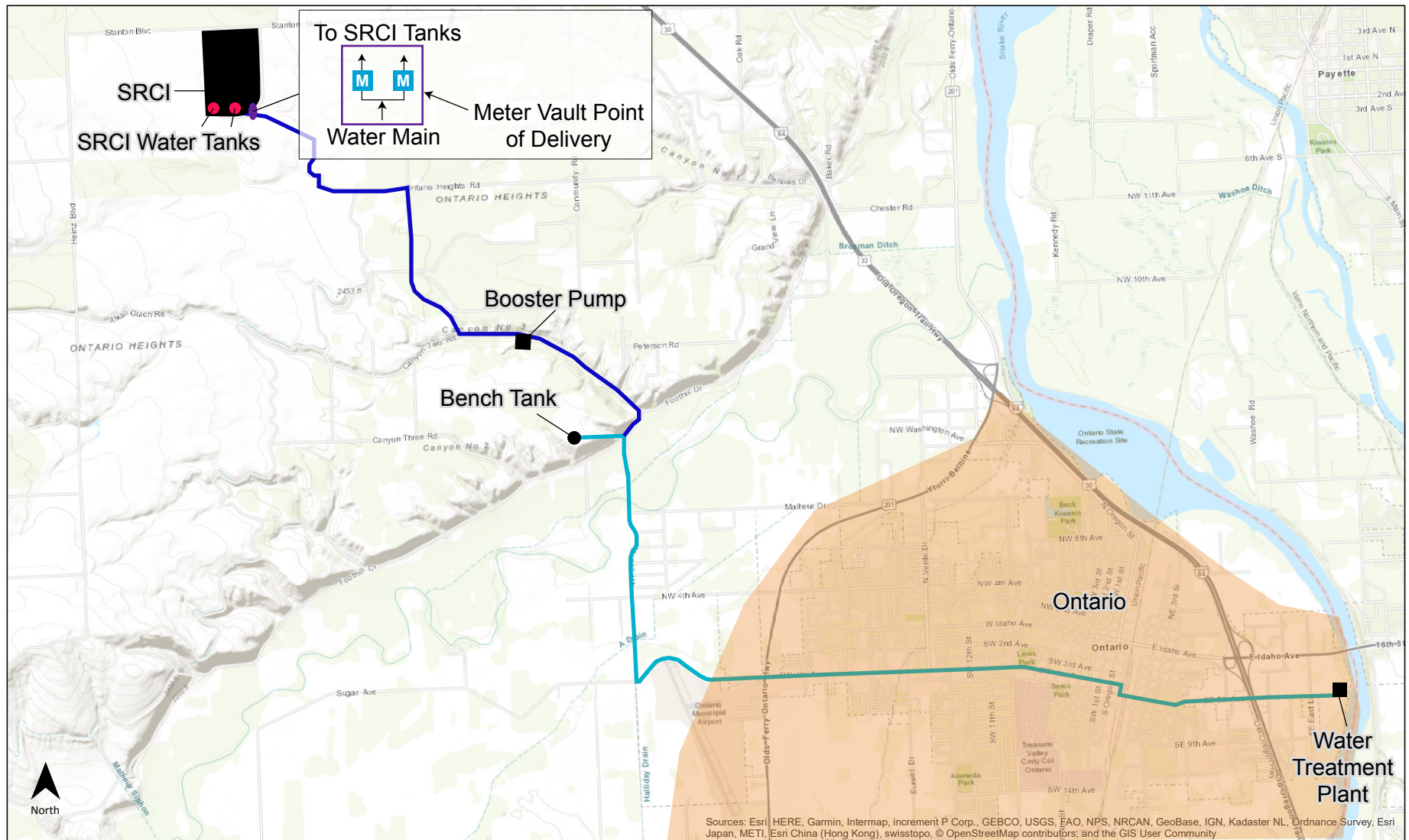
By: _____
Colette S. Peters, Director

CITY OF ONTARIO

By: _____
Riley J. Hill, Mayor

Exhibit A

- a) Base rate formula:
 - (1) Flat rate (same as residential city rate for services provided inside City limits), plus
 - (2) Consumption rate: ((Metered consumption in gallons x residential city rate for inside city)/1,000 gallons).
- b) UCF Fee: twelve (12) percent of Base rate formula.
- c) SRCI Infrastructure Monthly Charge: \$375/month
- d) Power Charge



LEGEND

- SRCI Service Only
- Water Main serving General City Services
- General Area of City Services

ABBREVIATIONS

- | | |
|------|------------------------------------|
| SRCI | Snake River Correctional Institute |
| COO | City of Ontario |

Exhibit B.
Snake River Correctional Institute
Water System Map
 City of Ontario
 Ontario, Oregon



JACOBS

Exhibit C
Anticipated Repairs/Upgrades to SRCI-Specific Infrastructure

SRCI Water Infrastructure: Capital Asset Fund

Infrastructure	12" PVC Water Pipe, 20,800 LF	Canyon Booster Station - 3 600 gpm pumps; Sta built 1990 (pumps repaired 2019)	Subtotal CIP including 20% contingency
Est. Orig. Construction Date	1990	2014	
Today (year)	2019	2019	
Useful Life (years)	70	15	
Approximate age today (years)	29	5	
Remaining Useful Life	41	10	
FY 20			\$0
FY 21			\$0
FY 22			\$0
FY 23			\$0
FY 24		\$15,000	\$15,000
FY 25			\$0
FY 26			\$0
FY 27			\$0
FY 28			\$0
FY 29		\$30,000	\$30,000
FY 30			\$0
FY 31			\$0
FY 32			\$0
FY 33			\$0
FY 34		\$15,000	\$15,000
FY 35			\$0
FY 36			\$0
FY 37			\$0
FY 38			\$0
FY 39		\$15,000	\$15,000
Total	\$0	\$75,000	\$90,000

Notes:

¹SRCI Tanks estimated to be 0.5MG; DEQ tank inspection every 5 years at \$7k each; repairs not identified here (condition of tanks unknown). 1/9/20 - the Tanks are NOT included in this infrastructure cost.

Booster station repairs include: electrical/SCADA upgrade for \$7k every 10 years; pump/motor repair every 5 years for \$5k each with replacement every 15 years for \$10k each

Point of Delivery (POD) here is assumed to be the meters near the sanitary sewer Headworks building before the tanks.

Cost information comes from RSMeans and actual costs

AGREEMENT FOR THE CITY OF ONTARIO TO
PROVIDE WASTEWATER SERVICES TO THE
SNAKE RIVER CORRECTIONAL INSTITUTION

BETWEEN:

CITY OF ONTARIO
An Oregon Municipal Corporation
444 SW 4th Street
Ontario, Oregon 97914

“City”

AND:

THE STATE OF OREGON
Acting by and through the Oregon
Department of Corrections

“DOC”

DATED: _____, 2020.

RECITALS

- A. The Oregon Department of Corrections (“DOC”) operates the Snake River Correctional Institution (“SRCI”) located outside the city limits of Ontario, Oregon.
- B. Through a series of contracts between the DOC and the City of Ontario (“City”) beginning in 1990 and terminating on February 14, 2020, the City has extended its wastewater system outside its city limits to SRCI and has provided wastewater services to SRCI. The City is willing to continue to do so subject to the terms and conditions of this Agreement.
- C. The City and DOC (the “Parties”) agree that all payments, credits, rates, terms and conditions of providing wastewater services pursuant to this Agreement are just, fair and reasonable.
- D. The DOC acknowledges that a portion of the City’s wastewater system infrastructure serves only SRCI and not any other customers, and that the City will likely incur expenses during the term of this Agreement to maintain and repair the wastewater system infrastructure serving only SRCI (the “SRCI-Specific Infrastructure” as defined in Section 1.5 below) and that DOC will ultimately be financially responsible for such expenses under the terms set forth in this Agreement.

- E. The City is interested in supplementing or replacing the lower lift station that is part of the SRCI-Specific Infrastructure with a siphon system. At this time, the preliminary design study has not been conducted and the costs of building a siphon are unknown. The cost of the preliminary design study has been built into the rates set forth in this Agreement.
- F. The City and DOC intend that this Agreement encompass all of the agreements, duties and obligations of the Parties with respect to provision of wastewater service by the City, and that no further obligations will be placed upon the DOC by the City in the form of System Development Charges or otherwise for provision of the wastewater service, except as set forth in this Agreement.

AGREEMENT

The City and DOC agree as follows:

SECTION 1. DEFINITIONS

1.1 “Agreement” shall mean this “Agreement for the Provision of Sewer Service to the Snake River Correctional Institution” dated as of the __ day of February, 2020, between the City and DOC.

1.2 “BOD” shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, as specified in the most current edition of STANDARD METHODS FOR THE EXAMINATION OF WATER AND WASTEWATER, published jointly by the American Public Health Association, by the American Waterworks Association, and by the Water Pollution Control Federation, in five (5) days at twenty degrees (20°) C, and expressed in milligrams per liter.

1.3 “Emergency Repair Costs” shall mean unanticipated and unbudgeted repair or upgrade costs in excess of \$5,000 incurred by the City in making a single repair to the SRCI-Specific Infrastructure that, if not promptly performed, is likely to result in irreparable damage to the environment; the Wastewater Treatment Infrastructure; or public health, safety or welfare. These costs shall not include the cost of a gravity siphon system described in Section 2.3.1 or anything described in Exhibit C.

1.4 “Power Charge” shall mean charge imposed on the City by the local power company (currently Idaho Power Company) for metered electricity to pump wastewater from SRCI through the pumps in the lower lift station identified as part of the SRCI-Specific Infrastructure. The City shall pass that charge on to DOC as a component of the SRCI Wastewater Fee.

1.5 “SRCI Infrastructure Monthly Charge” shall mean the monthly fee, paid in addition to the Base Rate and surcharges for BOD and TSS, that is intended to compensate the City for future repairs and upgrades to the SRCI-Specific Infrastructure,

including those set forth in Exhibit C. This fee has been calculated to include a 20% contingency in anticipation of unexpected repair costs.

1.6 “SRCI-Specific Infrastructure” shall mean the City’s wastewater disposal structures that serve only SRCI and no other City wastewater customers. The SRCI - Specific Infrastructure is shown on Exhibit “B” and consists of the following:

- 15” PVC gravity line (19,300 LF)
- 6” & 10” forcemain (7,900 LF)
- headworks
- manholes
- lower lift station, including pumps.

1.7 “SRCI Wastewater Fee” shall mean the total monthly fee, including the base rate, BOD and TSS surcharges, Power Charge and the SRCI Infrastructure Monthly Charge, charged to the DOC by the City as set forth in Exhibit A, as well as cost of living adjustments (“COLA”) imposed on City utility ratepayers generally. Any COLA adjustments imposed on City ratepayers generally shall also apply to DOC’s base rate, BOD and TSS surcharges and the SRCI Infrastructure Monthly Charge. The SRCI Wastewater Fee shall be the sole compensation paid by DOC to the City and is intended to cover all costs incurred by the City in connection with the operation, maintenance, odor control, repair, replacement, upgrading, or otherwise bringing into conformance with any applicable rule, regulation, statute or standard, the City’s Sewer Treatment / Effluent Disposal Facilities or any component thereof, including SRCI-Specific infrastructure, now or in the future.

1.8 “TSS” shall mean “Total Suspended Solids,” as specified in the most current edition of STANDARD METHODS FOR THE EXAMINATION OF WATER AND WASTEWATER, published jointly by the American Public Health Association, by the American Waterworks Association, and by the Water Pollution Control Federation, in five (5) days at twenty degrees (20°) C, and expressed in milligrams per liter.

1.9 “Wastewater Services” shall mean the wastewater disposal and treatment services supplied by the City to SRCI.

1.10 “Wastewater Treatment Infrastructure” shall mean the integrated sewage treatment and effluent disposal facility constructed by the City to accommodate sewage treatment service for City residents, businesses, industry and SRCI, including without limitation, the sewage lagoons and any associated structures, chlorination/dechlorination equipment, the laboratory building and all associated equipment, the effluent disposal lands together with all irrigation pumps, center pivots, the sewer outfall line to the Snake river and SRCI-specific Infrastructure. Wastewater Treatment Infrastructure does not include City’s wastewater infrastructure that carries wastewater generated by non-SRCI customers from a non-SRCI customer’s point of generation to the City’s sewage treatment facility. The layout of the Wastewater Treatment Infrastructure is represented in the diagram in Exhibit “B.”

SECTION 2. WASTEWATER SERVICE

2.1 Term of Agreement. This Agreement shall remain in effect for a period of twenty years, commencing on February 1, 2020, and terminating on January 31, 2040.

2.2 Rates and Wastewater Services Billings. The City shall bill the DOC on a monthly basis for Wastewater Services provided in the previous month. The DOC shall pay each monthly billing statement within 30 days of receipt. The Wastewater Services rates shown in the billings shall be at the rates set forth in Exhibit A attached hereto. Except as provided in Section 2.3, the Base Rate Formula shall increase or decrease during the term of this Agreement only to the extent that the City increases or decreases the general rates charged to all other City customers for wastewater, as reflected in the Base Rate Formula in Exhibit A. The City shall provide to the DOC the same notices given to other City customers prior to the imposition of any changes in the City's general wastewater rate schedule.

2.3 Reopening Contract to Negotiate Rate Adjustments: A party may make a written request to re-open the contract to engage in good faith negotiations to adjust DOC's rate in the following circumstances:

2.3.1 Lower Lift Station / Gravity Siphon: The Parties acknowledge that, depending on the results of cost and design studies, the Parties may agree that the lower lift station should be supplemented or replaced with a gravity siphon. If both Parties agree that supplementing or replacing the lower lift station with a gravity siphon is cost effective and in the best interest of the Parties, the Parties may agree to negotiate an amendment to increase the SRCI Infrastructure Monthly Charge used to calculate the SRCI Wastewater Fee as set forth in Exhibit A or such other funding mechanism as may be agreed upon by the Parties. All other repairs and upgrades to the SRCI-Specific Infrastructure are to be funded exclusively from the SRCI Infrastructure Monthly Charge as negotiated in this Agreement.

2.3.2 Future Adjustments to Base Rate Formula: In the event the City increases the wastewater base rate to pay for repairs or upgrades to wastewater infrastructure other than the Wastewater Treatment Infrastructure or SRCI-Specific Infrastructure, DOC shall be entitled to reopen this Agreement for the purpose of negotiating an adjustment to its rate. The imposition by the City of the same periodic COLA increases on DOC as the City imposes on its other ratepayers shall not be used as a basis for requesting a rate adjustment by DOC.

2.3.3 Adjustments to SRCI Infrastructure Monthly Charge: If the City reasonably determines that the SRCI Infrastructure Monthly Charge is inadequate to pay for all necessary projected repairs and upgrades to the SRCI-Specific Infrastructure excluding the costs of a gravity siphon described in Section 2.3.1 above, the City shall be entitled to reopen this Agreement for the purpose of negotiating what repairs and upgrades are necessary and whether an adjustment to the SRCI-Specific Infrastructure

Monthly Charge is appropriate. Likewise, DOC shall be entitled to reopen this Agreement for the purpose of negotiating a reduction in the SRCI Infrastructure Monthly Charge if it concludes that the SRCI Infrastructure Monthly Charge exceeds the amount necessary to pay for the repairs and upgrades described in Exhibit C. If a dispute arises under this Section, either party may invoke the alternative dispute resolution procedure in Section 8.4.

2.4 Emergency Repair Costs. The Parties recognize that the City may be forced to incur an Emergency Repair Cost for the SCRI-Specific Infrastructure. Whenever reasonably possible, the City agrees to give advanced notice to DOC prior to engaging in any emergency repairs and will in any event notify DOC of the repair as soon as is practicable.

2.4.1 If the City is able to provide DOC with advance notice of an anticipated Emergency Repair Cost, the City shall provide DOC with a reasonable opportunity to review the requested repair and seek funding in advance of the City performing the repair or upgrade.

2.4.2 If the City incurs an Emergency Repair Cost for the SRCI-Specific Infrastructure, it may give written notice and a request for reimbursement to DOC. This notice and request shall include a detailed statement that describes the repair, includes photographs and/or video, and explains why it was an emergency. The notice and request shall also itemize the costs of material and labor incurred to complete the repair. Thereafter, DOC shall review the notice and request and, subject to Section 7.12 below, pay the Emergency Repair Cost if it concludes that the repair and costs are just, fair and reasonable under the emergency circumstances. The City shall provide any additional documentation and information requested by DOC concerning an emergency repair cost. If an agreement over payment for the Emergency Repair Cost cannot be reached, the Parties agree to resolve the dispute according to the terms of Section 8.4, Alternative Dispute Resolution. Section 2.4 does not apply to any single emergency repairs that cost less than \$5,000 or any cumulative repairs for a single project that cost less than \$5,000.

2.5 Advance Notice to DOC of SRCI-Specific Infrastructure Expenses. Except in the case of Emergency Repair Costs that must be incurred without advance notice, the City shall provide reasonable notice to the DOC of the nature and proposed extent of any repair or upgrade work prior to incurring any repair or upgrade expenses for the SRCI-Specific Infrastructure, and shall give the DOC a reasonable opportunity to comment on those expenses before they are incurred. Once those expenses are incurred, the City shall provide the DOC, at its request, with all documents reasonably available to the City showing the nature and extent of the expenses that were incurred.

SECTION 3. BOD AND TSS MONITORING.

The City shall arrange for BOD and TSS empirical testing of the wastewater generated by SRCI utilizing standardized laboratory procedures outlined in *Standard Methods*, to be

performed in compliance with all required federal and state testing standards. This testing shall be conducted pursuant to the schedule set forth in the applicable National Pollution Discharge Elimination System (NPDES) permit, but in any event, no less than twice a week. Complete copies of the testing results shall be made available to DOC at its request.

SECTION 4. FORCE MAJEURE

The performance of all duties, obligations and/or responsibilities provided for in this Agreement shall be suspended during the period the performance is reasonably prevented by acts of nature, accidents, weather, strikes, boycotts, lockouts and other labor troubles, riot, fire earthquake, flood, drought, storm, lightning, epidemic, insurrection, rebellion, revolution, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising from the declaration, the exercise of paramount power by the federal or state government, either through the taking of property necessary to performance or the imposition of regulations restricting the diversion, treatment and/or delivery of wastewater, acts of enemies, sabotage, interference, restriction, limitation or prevention by legislation, regulation, decree, order or request of any federal or state government or any instrumentality or agency of any government, including any court of competent jurisdiction, inability to secure labor or adequate supplies of materials, products or merchandise or any other delay or contingency beyond the party's reasonable control.

SECTION 5. CAPITAL IMPROVEMENTS AND EXPENDITURES MADE TO CONFORM TO LAW

5.1 Court and/or Government Action. The Parties hereto acknowledge and agree that the Wastewater Treatment Infrastructure is intended to comply with all laws, rules, regulations and other requirements of the law. The Parties further acknowledge, however, that federal and state wastewater standards and regulations may change dramatically during the life of this Agreement and that governmental agency action and/or orders or judgments obtained through court litigation may require significant modification, upgrading, refurbishment and/or replacement of the SRCI-Specific Infrastructure. The Parties hereto covenant and agree to mutually cooperate in the defense, resolution and/or settlement of any action, claim, or proceeding brought against the City or the DOC in connection with the SRCI-Specific Infrastructure and/or the provision of Wastewater Services to SRCI, and the Parties agree, to the extent permitted by Article XI, Section 7 of the Oregon Constitution, to indemnify each other against any liability for damage to life or property arising from the Parties' actions under this Agreement, provided that the obligation to indemnify each other shall not arise except as permitted by the Oregon Tort Claims Act nor exceed the limitations therein, as applicable, and, provided further, that neither party shall be required to indemnify the other for any such liability arising out of the negligent or wrongful acts of employees or agents of said other party.

5.2 Responsibility for Costs. In the event that any action, claim or proceeding is brought against the City, as described in Section 5.1, the outcome of which imposes a

requirement or obligation upon the City to make modifications, updates, refurbishments or reconstructions to the SRCI-Specific Infrastructure, DOC shall pay the cost of any such modifications, updates, refurbishments or reconstructions, except to the extent that such costs are already included in the rate formula in Exhibit A.

SECTION 6: ACCOUNTING REQUIREMENTS

The City shall maintain a detailed and complete record of all repair and upgrade expenditures for the SRCI-Specific Infrastructure, together with supporting documentation. The City shall provide DOC with an itemized statement showing the contributions from the DOC's payment of the SRCI Infrastructure Monthly Charge paid by the DOC, and repair and upgrade expenditures made by the City on an annual basis or as otherwise agreed to by the Parties in writing.

SECTION 7. MISCELLANEOUS

7.1 Notices. Any notice or other communication required or permitted hereunder shall be sufficiently given if delivered or sent by registered or certified mail, postage and registration or certified charges prepaid, addressed as follows:

TO CITY:

The City of Ontario
444 SW 4th Street
Ontario, Oregon 97914
Attn: City Manager
Phone #: (541) 889-7684
Fax #: (541) 889-7121

TO DOC:

Oregon Department of Corrections
2757 Center Street NE
Salem, Oregon 97310
Attn: Department Director
Phone #: (503) 945-9090
Fax #: (503) 373-1173

And shall be deemed to have been given three days after the date mailed, and the address of a party may be changed by notice delivered or mailed by the changing party to the other party as above stated.

7.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon not only the Parties hereto but also upon the respective heirs, successors, representatives and any permitted assigns of the Parties pursuant to the terms hereof; provided, however, that nothing contained in this Section shall alter the restrictions of the above relating to assignment.

7.3 Use of Pronouns. In construing this Agreement, whenever the context requires it, the singular number includes the plural and the plural the singular, and the masculine, feminine and neuter gender shall each include the masculine, feminine, or neuter as the context requires.

7.4 Entire Agreement. This Agreement (including all Exhibits) and the 2000 Conveyance Agreement executed by the Parties contain the entire understanding of the Parties relating hereto. There are no conditions, representations, warranties, covenants or undertakings other than those expressly set forth herein.

7.5 Counterpart Execution. This Agreement may be executed in counterparts and the counterparts, when assembled, shall constitute one and the same instrument.

7.6 Severability. In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

7.7 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

7.8 Survival of Covenants. The covenants and agreements contained herein shall survive full performance and/or termination of this Agreement.

7.9 No Third Party Beneficiaries. DOC and City are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

7.10 Compliance. City and DOC shall comply with all federal, state and local laws and ordinances applicable to the actions contemplated under this Agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555. Without limiting the generality of the foregoing, City expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

7.11 Waivers. All waivers of any provision of this Agreement must be in writing and signed by the waiving party. In the event any provision contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

7.12 Nonappropriation; Termination for Lack of Funding. Nothing in this Agreement may be construed to permit any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. DOC's payment for costs incurred after the last calendar day of the

current State of Oregon biennium is contingent upon DOC receiving funding, appropriations, limitations, allotments or other expenditure authority from the Oregon Legislative Assembly (including its Emergency Board). DOC may immediately terminate this Agreement upon written notice if DOC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow DOC, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

SECTION 8. EVENTS OF DEFAULT AND REMEDIES.

8.1 Events of Default Defined. The following shall be “events of default” under this Agreement, and the terms “event of default” and “default” shall mean, whenever they are used in this Agreement, with respect to the Project, any one or more of the following events:

8.1.1 Failure by DOC or City to make any payment required hereunder on or prior to the date on which such payment is required.

8.1.2 Failure by DOC or City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 8.1.1, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to defaulting party by the other party unless the Parties shall agree, in writing, to an extension of time for such remedy. Provided, however, that if the breaching party shall proceed to undertake the necessary curative action which, if begun and prosecuted with due diligence, cannot be completed within a period of 30 days, then such period shall be increased without such written extension to such extent as shall be necessary to enable said party, with due diligence, to begin and complete such curative action.

8.1.3 Failure of the legislative assembly to appropriate sufficient funds to enable DOC to make the payments required pursuant to this Agreement.

8.1.4. Failure of City to provide Services in compliance with this Agreement.

8.2 Remedies on Default. Whenever any event of default referred to in Section 8.1 hereof shall have happened and be continuing with respect to the terms, covenants and conditions of this Agreement, the party not in default shall have the right, at its option and without further demand or notice, to take one or any combination of the following remedial steps:

8.2.1 In the event of default on the part of DOC, the City, without terminating this Agreement, and without any liability to DOC or the State of Oregon, its agents, inmates and/or employees, may, so long as said default continues, cease the provision of wastewater services to SRCI, provided, this remedy shall not be exercised by City without first giving DOC thirty (30) days prior written notice of its intent to terminate wastewater services and allowing DOC an opportunity to cure.

8.2.2 In the event of a default by City, the DOC, without terminating this Agreement, and without any liability to the City, may, so long as said default continues, cease making all payments hereunder.

8.2.3 Specifically enforce the terms and provisions of this Agreement by suit in equity; or

8.2.4 Take whatever action at law or in equity which may appear necessary or desirable to collect any payments then due and thereafter to become due during the term of this Agreement with respect to the Project, or enforce performance and observance of any obligation, agreement or covenant under this Agreement.

8.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to DOC or City is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle DOC or City to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice other than such notice as may be required in this Section or by law.

8.4 Alternative Dispute Resolution. DOC and City agree that any disputed matter may be submitted to mediation. The Parties shall both agree on the selected mediator and agree to share related costs equally. In the event a dispute cannot be resolved through mediation, the Parties may agree to submit the dispute to arbitration, which may be either binding or nonbinding. Binding arbitration shall be governed by the provisions of ORS 36.300 to 36.365. If the DOC and City have agreed to binding arbitration of disputed issues, either party, if dissatisfied with the arbitrator's decision and award, may file exceptions pursuant to ORS 36.355. Exceptions shall be limited to the causes set forth in ORS 36.355(1). If the dispute is regarding the rates, terms and

(Balance of page intentionally left blank)

conditions of furnishing necessary public services to SRCI, it shall be resolved pursuant to the provisions of ORS 421.628(6) through 421.628(16).

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

STATE OF OREGON, acting by and through
THE OREGON DEPARTMENT OF CORRECTIONS

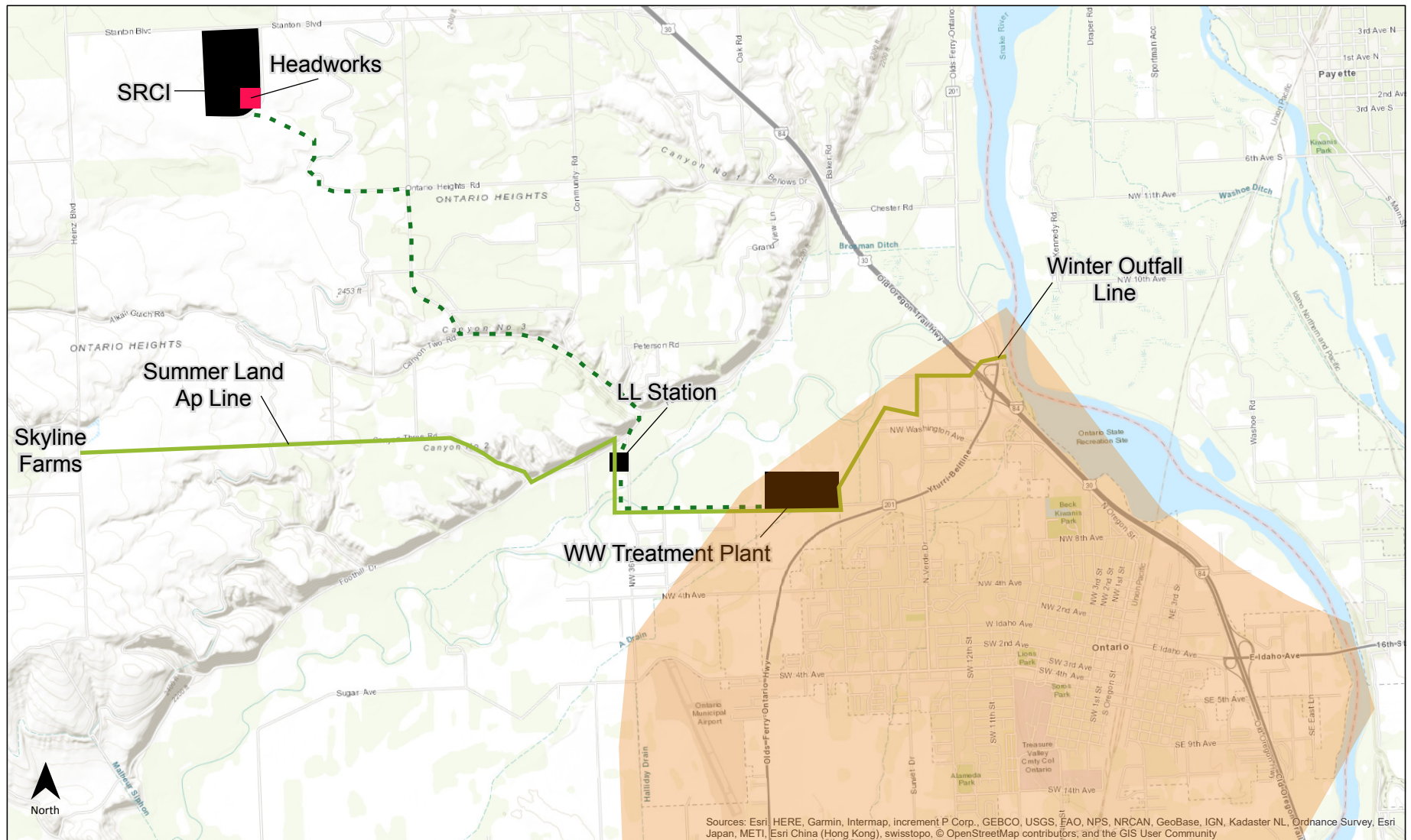
By: _____
Colette S. Peters, Director

CITY OF ONTARIO

By: _____
Riley J. Hill, Mayor

Exhibit A

- a) Base rate formula:
 - (1) Flat rate (same as residential city rate for wastewater services provided inside City limits), plus
 - (2) Consumption rate: ((Metered consumption in gallons x residential city rate for inside city)/1,000 gallons).
- b) BOD Surcharge: The allowable BOD is 420 lbs per day (173 mg/l). A BOD surcharge will be imposed at the rate of \$1.06 per lb of BOD exceeding this 420 lbs per day limit.
- c) TSS Surcharge: The allowable TSS is 400 lbs per day (165 mg/l). A TSS surcharge will be imposed at the rate of \$ 1.12 per lb of TSS exceeding this 400 lbs per day limit.
- d) SRCI-Specific Infrastructure Fee for capital repair and improvement projects to the SRCI-Specific Infrastructure as described in Exhibit C: \$ 1,310 per month.
- e) Power Charge for pumping wastewater through lower lift station pumps.



LEGEND

- - - SRCI-Only Pipeline
- City & SRCI Combined Use
- City Services Area

- LL Station = SRCI Lower Lift Station, SRCI Only
- WW Treatment Plant = Combined City/SRCI Use

ABBREVIATIONS

- SRCI Snake River Correctional Institute

Figure B.
Snake River Correctional Institute
Waste Water System Map
 City of Ontario
 Ontario, Oregon



Exhibit C (City Repair Spreadsheet

SRCI WASTEWATER INFRASTRUCTURE

Item No.	1	2	3	4	5	6	7	8				
Infrastructure	Manhole frame/cover degradation (37)	Reline MH's (due to high H2S, estimate 37)	15" PVC Gravity, 19,230 LF	6" PVC Forcemain, 7,900 LF	10" PVC Forcemain, 7,900 LF	SRCI Lift Station(2 pumps, 2 wetwells) - Maintain for back up LS built 1997	SRCI Lift Station - Siphon Design	Headworks	Sum	Contingency (20%)	Total CIP (at 2019 costs)	
Est. Orig. Construction Date	1997	1997	1990	1997	1997	2018	1990	1997				
Useful Life (years)	20	30	70	70	70	15	15	50				
Approx. age (years) at 2019	22	22	29	22	22	1	29	22				
Remaining Useful Life	-2	8	41	48	48	14	-14	28				
FY 20	\$25,128						\$50,000	\$10,000	\$85,128	\$17,026	\$102,154	
FY 21								\$5,000	\$5,000	\$1,000	\$6,000	
FY 22									\$0	\$0	\$0	
FY 23						\$10,000			\$10,000	\$2,000	\$12,000	
FY 24									\$0	\$0	\$0	
FY 25								\$10,000	\$10,000	\$2,000	\$12,000	
FY 26								\$5,000	\$5,000	\$1,000	\$6,000	
FY 27		\$37,000				\$10,000			\$47,000	\$9,400	\$56,400	
FY 28						\$10,000		\$10,000	\$20,000	\$4,000	\$24,000	
FY 29									\$0	\$0	\$0	
FY 30								\$10,000	\$10,000	\$2,000	\$12,000	
FY 31								\$5,000	\$5,000	\$1,000	\$6,000	
FY 32									\$0	\$0	\$0	
FY 33						\$30,000			\$30,000	\$6,000	\$36,000	
FY 34									\$0	\$0	\$0	
FY 35								\$10,000	\$10,000	\$2,000	\$12,000	
FY 36								\$5,000	\$5,000	\$1,000	\$6,000	
FY 37									\$0	\$0	\$0	
FY 38						\$10,000		\$10,000	\$20,000	\$4,000	\$24,000	
FY 39									\$0	\$0	\$0	
Total	\$25,128	\$37,000	\$0	\$0	\$0	\$70,000	\$50,000	\$80,000	\$262,128		\$314,554	
											Annual Cost:	Monthly:
											\$ 15,727.68	\$ 1,310.64

Notes:

1/27/20 Item 1 - Added replacement of 24 MH frames and covers with epoxy lined version, includes concrete collar as well.

Relining MH's based on cost est of \$125/VF of depth, assuming average depth of 8 feet or \$1k per MH

LS pumps assume rebuild every 5 years at \$5k; replace every 15 years at \$15k each

LS electrical/SCADA update every 10 years. Last update was 2017; electrical/SCADA shown in red

Headworks maintenance: replace grinders every 50 years with rebuild/maintenance every 5 years at \$5k each; augers require maintenance every 5 years at \$2.5k each in green; electrical/SCADA updates every 10 years at \$10k

Estimates from RS Means, actual costs, or engineered estimates

8-14-19 Talked to Chris Brugato rgarding CIP. He is ok w costs and useful life as shown here



**AGENDA REPORT
NEW BUSINESS
February 6, 2020**

To: Mayor and City Council

FROM: Betsy Roberts, City Engineer

THROUGH: Adam J. Brown, City Manager

**SUBJECT: BID AWARD RECOMMENDATION: 5-YEAR SKYLINE AND MALHEUR FARM
LEASES**

DATE: January 30, 2020

PROPOSED MOTION:

**I MOVE THE CITY COUNCIL AWARD THE MALHEUR FARM AND SKYLINE FARM AGRICULTURAL
LEASE TO WHIPPLE SPRING, LLC.**

SUMMARY:

The city has just completed a 5-year term with a contract farmer, Doug Stipes. The Farm Agreement was updated and advertised for the next 5-year period. Proposals for the 5-Year Farm Lease for Skyline and Malheur Farms were received and opened on January 16, 2020. Two proposals were received. Today's requested action is the award of the contract to the successful proposer.

BACKGROUND:

The city owns over 350 acres of farm land at the Skyline Farm and over 520 acres at the Malheur Farm. The Skyline Farm is located approximately five miles NW of town; this site accepts treated wastewater effluent during the months of May through October. Crops grown on this site cannot be used for human consumption and are limited to a select few approved by the Oregon Department of Environmental Quality (DEQ). The farmer is responsible for providing data required to support an Annual Reuse Report prepared by Jacobs. The farmer is also responsible to meet all DEQ requirements in the farming of this property.

The Malheur Farm is the agricultural area owned by the city that surrounds the Wastewater Treatment Facility. It is irrigated with Malheur River water. Crops grown here can be used for human consumption.

The city does not have staffing available to farm these two pieces of property and so leases them out to a farmer. The city has always shared in a portion of the profit from the crops taken

on the farms. As can be seen, the profit is typically better from the Malheur Farm, where there are no crop restrictions.

CURRENT SITUATION:

A Request for Proposal was developed and advertised. The original opening date was January 7th but was extended to allow more time after the holidays. Two proposals were received and evaluated on the following criteria (bid is attached):

Evaluation Criteria	Possible Points
Experience, Capability, and Understanding of the Project Scope	30
Submission of a Complete Response	15
Skyline Farm Soil Remediation Plan	10
Proposed 5 Year Lease Amount (Schedules A & B)	45
TOTAL	100

ANALYSIS:

- A. **STRATEGIC PLAN** This project supports the Growth, Desirability and Lifestyle Goals of the Strategic Plan. This farming lease creates a partnership with a local businessman that helps to provide a vital service to the city, that is environmentally friendly, clean, and economical.
- B. **FINANCIAL** Over the 5-year period, Whipple Springs, LLC will provide the following finances back to the city for the use of the land:

Malheur Farm - \$457,500

Skyline Farm - \$176,000

For a total income to the city over that 5-year period of \$633,000.

- C. **TIMING** In order to begin planting for this coming season, Whipple Springs, LLC needs to know quickly that they have been selected.
- D. **POLICY/LEGAL** This item requires Council approval before the City Manager can sign on behalf of the city.

ALTERNATIVES:

1. If approved, Whipple Springs can begin preparation for the planting season immediately.
2. If rejected, the city may lose the opportunity to plant this spring; if this happens the city cannot apply treated wastewater to the field.

RECOMMENDATION:

Staff recommends that the City Council approve the selection of Whipple Springs, LLC for the 5-year lease for the Malheur and Skyline Farms for a total income of \$633,000.

ATTACHMENTS:

1. Malheur Farm & Skyline Farm - Whipple

Whipple Spring LLC

5770 Custer Road
New Plymouth ID 83655

Public Works Director
City of Ontario Public Works Department
1551 N.W. 9th Street
Ontario, OR 97914

Attached is our Bid Form for the Malheur Farm and Skyline Farm.

Whipple Spring LLC is a domestic Limited Liability Co. doing business in Oregon and meets the requirements of ORS 279A.120. It carries a work comp policy thru SAIF and adequate liability insurance thru Oregon Mutual insurance Co. Documentation can be furnished prior to award.

The company is also registered in Idaho and maintains an operation approximately 10 miles from the Malheur Farm.

I have over 40 years' experience in farming of crops including Corn, Sugar Beets Wheat, Hay and Peppermint and 25 years in operating Pivots.

2020 Cropping Plan:

Malheur Farm:	Fields # 2,4 & 5	Alfalfa Hay
	Fields #1,3,6,7,8 & 9	Field Corn
Skyline Farm:	Fields #1,2 & 3	Alfalfa Hay
	Fields # 4,5 & 6	Triticale & Forage Grain

In following years of the lease:

Malheur Farms: Plan to maintain a crop rotation including Alfalfa, Field Corn with possible Peppermint and Sugar Beet crops.

Skyline Farm: Plan to maintain a crop rotation of Alfalfa and Forage Grains for Hay.

The Buffer Zones on both farms will be planted to either annual or perennial vegetation which can be sprayed to prevent weeds and promote habitat. Type of plants used would be chosen after consultation with the City and its agents. Rodent Control and pest management will be conducted as necessary to prevent infestations.

We will soil test each field and follow the recommendations of our agronomy consultant for each crop grown, with special attention to improving the PH and soil health on the Skyline Farm.

The following are offered as references:

1. Landlords: Stephen & Patricia Bersch – Have leased land from them for 19 years. Phone # 775-851-1636
2. Blaine Cornell – Have leased land from them for over 20 years
Phone # 208-278-5765
3. Customers: Malson Angus Ranch -Customer farming and feed sales customer
Phone Mark @ 208-739-1059
4. Rick Van Vliet Dairy – Custom farming and feed sales customer Phone Rick @
208-870-4626

Sincerely,

A handwritten signature in blue ink, appearing to read "Daryl & Cathy Eldred, Manager".

Daryl & Cathy Eldred
Whipple Spring LLC
Ph. # 208-642-0278



BID FORM

(Complete Schedules A and B and sign below and submit with the Bid)

Bid Schedule A – Malheur Farm

The bidder proposes to manage the Malheur Farm property in accordance with the instructions provided by the City accepting all elements in an "As Is" condition for the following lump sum annual bid rental price:

Crop Year 2020	\$ <u>91,500</u>
Crop Year 2021	\$ <u>91,500</u>
Crop Year 2022	\$ <u>91,500</u>
Crop Year 2023	\$ <u>91,500</u>
Crop Year 2024	\$ <u>91,500</u>

TOTAL FOR SCHEDULE A - 5 YEAR LEASE \$ 457,500

Bid Schedule B – Skyline Farm

The bidder proposes to manage the Skyline Farm property in accordance with the instructions provided by the City accepting all elements in an "As Is" condition for the following lump sum annual bid rental price:

Crop Year 2020	\$ <u>35,200</u>
Crop Year 2021	\$ <u>35,200</u>
Crop Year 2022	\$ <u>35,200</u>
Crop Year 2023	\$ <u>35,200</u>
Crop Year 2024	\$ <u>35,200</u>

TOTAL FOR SCHEDULE B - 5 YEAR LEASE \$ 176,000

TOTAL FOR SCHEDULES A & B – 5 YEAR LEASE \$ 633,500

Bidder acknowledges that full accounting has been made for all sales and use taxes in the above bid rental price. It is acknowledged that all parties understand that crop yield and values fluctuate and as a consequence there is risk in proposing for such work and the bidder recognizes that such risk has been factored into the pricing. The bidder further acknowledges that he is not in any violation of any tax laws of the State of Oregon and that all labor used during the terms of this lease on City property shall be paid in accordance with Oregon's minimum wage laws.

[Signature] Manager
Signature
Whipplespring, LLC.

1-16-2020
Date



**AGENDA REPORT
NEW BUSINESS
February 6, 2020**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2020-105: DECLARATION OF NECESSITY FOR PROPERTY
CONDEMNATION**

DATE: January 30, 2020

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION 2020-105, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, OREGON, DECLARING NECESSITY AND INTENT TO APPROPRIATE CERTAIN REAL PROPERTY, AUTHORIZING THE CITY MANAGER TO NEGOTIATE FOR ITS ACQUISITION, AND AUTHORIZING INSTITUTION OF CONDEMNATION PROCEEDINGS IF NECESSARY, FOR THE CONSTRUCTION OF THE SNAKE RIVER TRAIL (TATER TOTS TRAIL) MULTI-USE PATH PROJECT.

SUMMARY:

Staff have been working with Walmart over the last year to acquire property for the Snake River Trail (also to be known as the Tater Tots Trail, if approved by Council). A legal description has been completed as well as a trail plan. The next step is for the City Council to approve a resolution declaring necessity for condemnation.

BACKGROUND:

Discussions on the acquisition of property for the Tater Tots Trail along the Snake River began in the early part of 2019. Specifically with Walmart, staff was able to have a very positive dialogue with the store manager who put us in touch with the corporate office in Bentonville, Arkansas.

The city had hoped that the business would be willing to donate the property, but Walmart requested that we use the condemnation process. We acquired the services of a right-of-way attorney out of La Grande, Oregon. This area of the law is highly specialized, so under advisement from multiple sources, staff began a working agreement with Baum Smith, Attorney's at Law.

CURRENT SITUATION:

The attorney from Baum Smith laid out the procedural requirements for the city. Staff was able to save a tremendous amount of time by drafting the resolution, providing the legal description, and the trail plan all in-house. The resolution draft was reviewed and revised by the city's right-of-way attorney.

With the legal description, the trail plan, and proposed resolution, the City Council needs to adopt the resolution to move forward with the acquisition. After the resolution declaring necessity and intent to negotiate for acquisition or use condemnation powers, an assessment will be conducted and then given to the owner.

ANALYSIS:

- A. **STRATEGIC PLAN** This project completely supports the strategic plan at the activity level. Under the *Lifestyle Goal*, and *Things to Do Strategy*, is the *Create Trails* activity.
- B. **FINANCIAL** The Budget Committee and Council approved a budget of \$25,000 for the Snake River Trail Project. Those funds will be used for legal services and appraisal services. Staff believes this will be a sufficient amount to cover at least those costs. We will need to use additional funds at the point we come to an agreement on the price for property acquisition. Staff's intent is to propose using the annual Transient Occupancy Tax dedicated for community recreational attractions in the 2020-2021 budget.
- C. **TIMING** Approval of Resolution #2020-105 is the next step needed to keep the project moving. Staff is working to acquire property so that we can take advantage of technical assistance provided by the National Park Service Communities Grant Program. The Oregon Department of Parks and Recreation has already contacted the National Parks Service to let them know that we would be seeking their help; however, the city must have control of all the property before we are eligible for that assistance.
- D. **POLICY/LEGAL** Staff has followed the path laid out by our right-of-way attorney. He has reviewed the resolution, legal description, and plan, and approved the documents with his revisions. After the resolution is approved, staff will use the services of a property appraiser.

ALTERNATIVES:

Take No Action: Without this step, the city cannot move forward on the Snake River Trail Project (The Tater Tots Trail).

RECOMMENDATION:

Staff recommends approving Resolution #2020-105, a resolution of the City Council of the City of Ontario, Oregon, declaring necessity and intent to appropriate certain real property, authorizing the City Manager to negotiate for its acquisition, and authorizing institution of condemnation proceedings if necessary for the construction of the Snake River Trail (Tater Tots Trail) multi-use path project.

ATTACHMENTS:

1. RES 2020-105 CC_Walmart Property for Trail_2 6 2020
2. Doc_CC_Walmart Trail Easement Attachment A_1 18 2020
3. River Trail
4. DOC_CC_Partion Platt_12 2012



RESOLUTION #2020-105

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF ONTARIO, OREGON DECLARING NECESSITY AND INTENT TO APPROPRIATE CERTAIN REAL PROPERTY, AUTHORIZING THE CITY MANAGER TO NEGOTIATE FOR ITS ACQUISITION AND AUTHORIZING INSTITUTION OF CONDEMNATION PROCEEDINGS IF NECESSARY, FOR THE CONSTRUCTION OF THE SNAKE RIVER TRAIL (TATER TOTS TRAIL) MULTIUSE PATH PROJECT

- WHEREAS,** The City of Ontario may exercise the power of eminent domain pursuant to its charter and the Law of the State of Oregon generally, when the exercise of such power is deemed necessary by the City's governing body to accomplish public purposes for which the City has responsibility; and
- WHEREAS,** The City of Ontario has identified the need to improve pedestrian and cyclist infrastructure along the Snake River in accordance with the 2018 Parks Master Plan; and
- WHEREAS,** The project known as the Snake River Trail Project has been planned in accordance with appropriate engineering standards for construction, maintenance, and improvement of a paved trail such that property damage is minimized, and transportation and public wellbeing promoted; and
- WHEREAS,** To accomplish the Snake River Trail Project it will be necessary to acquire temporary and permanent easements along the project area; and
- WHEREAS,** Revised legal descriptions have been completed, along with maps, for City Council to affirm and ratify the necessity of the project related acquisitions; and
- WHEREAS,** The legal descriptions and maps are attached to this resolution; and
- WHEREAS,** The City of Ontario has authority to acquire property by condemnation under ORS 223.105 and ORS 35.235; and
- WHEREAS,** Section 9.4 – Condemnation, of the Ontario Municipal Code requires that the taking of property by condemnation by the City shall be determined by the Council declaring by a resolution of the Council describing the property and stating the uses to which it shall be devoted.

NOW THEREFORE, BE IT HEREBY RESOLVED:

1. The foregoing statements of authority and need are, in fact, true. The project for which the property is required and is being acquired is necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury; and
2. The power of eminent domain is hereby exercised with respect to each of the interests in property as shown in Attachment A. Each property interest to be acquired subject to payment of just compensation consistent with and in compliance with Oregon law; and

3. The City of Ontario's staff, including special counsel, are authorized and directed to attempt to agree with the owner and other persons in interest as the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the City Council. The City of Ontario expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

ATTACHMENTS:

Attachment A: Snake River Trail Easement Legal Description
Attachment B: River Trail Map

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the Common Council City Council of the City of Ontario this 6th day of February, 2020, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this ____ day of _____, 2020.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



City of Ontario
Community Development Director
444 SW 4th Street
Ontario, OR 97914
Voice (541) 881-3222
Dan.Cummings@ontariooregon.org

Exhibit A Easement Description

Land in the City of Ontario, Malheur County Oregon, being a portion of Government Lot 4 of Section 2, Twp. 18S., R. 47 E., W.M., as follows:

The Easterly 30 feet of Parcel No. 1 of Partition Plat 12-11, recorded December 13, 2012, Instrument No. 2012-4584, Malheur County deed records, County Survey No. 18-47-0895.

Subject to easements and rights-of-way of record.

Containing 38,517 square feet (0.884 Acres), more or less.



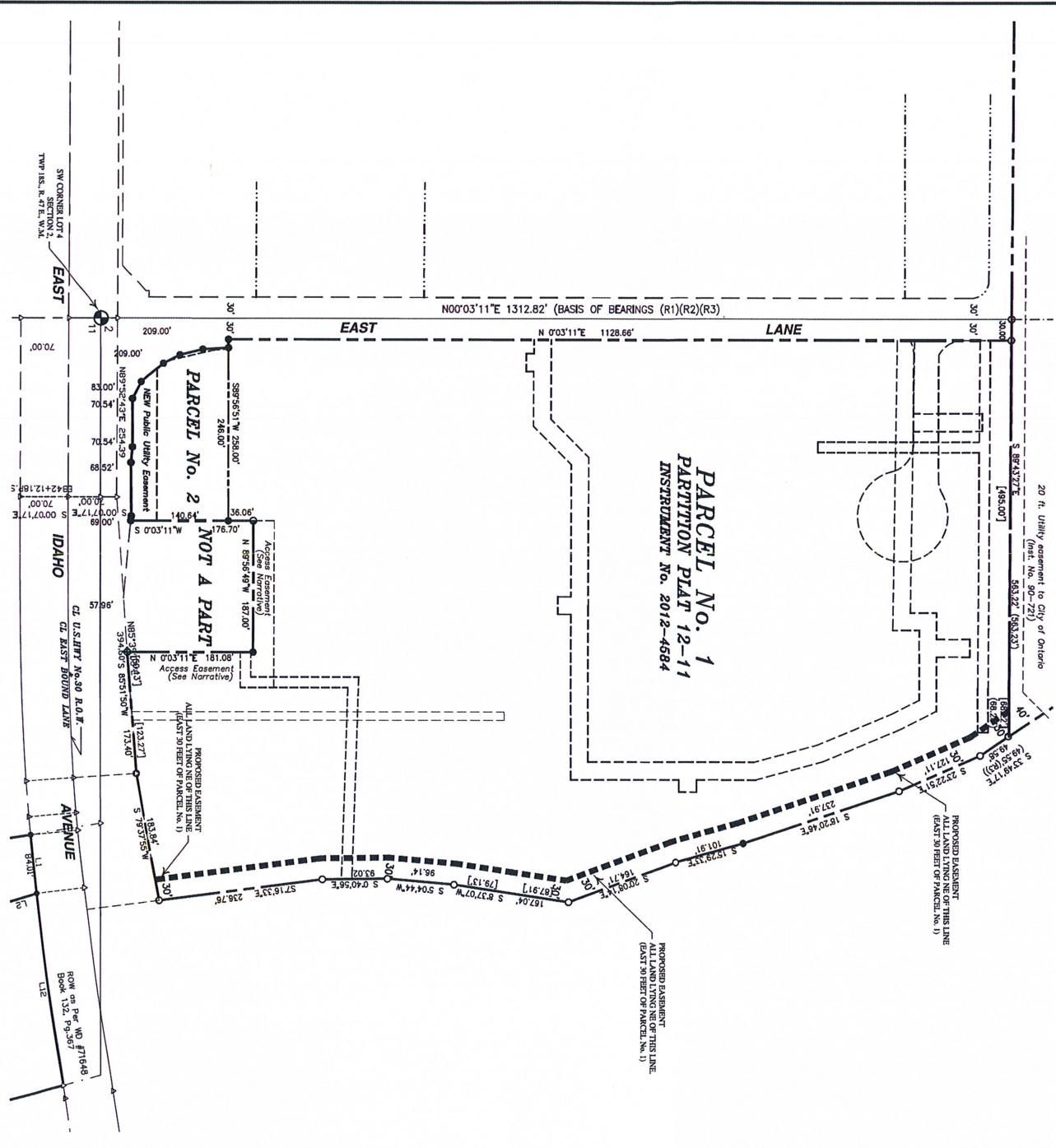
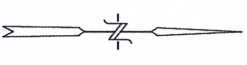
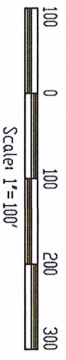
EXHIBIT B **SNAKE RIVER TRAIL EASEMENT** **WIL-MART REAL ESTATE** within the SW 1/4 of Section 2, Township 18 S., Range 47 E., W.M., Malheur County, Oregon

EASEMENT DESCRIPTION

Land in the City of Ontario, Malheur County Oregon,
 being a portion of Government Lot 4 of Section 2, Twp.
 18S., R. 47 E., W.M. as follows:

The Easement 30 feet of Parcel No. 1 of Partition
 Plat 12-11, recorded December 13, 2012,
 Instrument no. 2012-4584, Malheur County deed
 records, County Survey No. 18-47-0895.

- LEGEND**
- PROPERTY LINE (P.L.)
 - SECTIONAL LINE (S.E.C.)
 - RIGHT-OF-WAY (R.O.W.)
 - CENTERLINE (C.L.)
 - EASEMENT
 - ENCLOSURES



REGISTERED PROFESSIONAL LAND SURVEYOR
DAVID L. CUMMINGS
 OREGON
 No. 12312
 2316

WALMART TRAIL EASEMENT
CITY OF ONTARIO
 444 SW 4TH STREET
 ONTARIO, OR 97912
 PHONE (503) 881-3222
 WEB: ONTARIOONLINE.ORG

DATE: 6/15/18 FILENAME: SNAKE RIVER SHEET: 01



EXHIBIT C **SWAKE RIVER TRAIL EASEMENT** **WAL-MART REAL ESTATE** within the SW1/4 of Section 2, Township 18 S., Range 47 E., W.M., Malheur County, Oregon

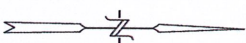
EASEMENT DESCRIPTION

Land in the City of Ontario, Malheur County Oregon, being a portion of Government Lot 4 of Section 2, Twp. 18S., R. 47 E., W.M. as follows:

The Easterly 30 feet of Parcel No. 1 of Partition Plat 12-11, recorded December 13, 2012, Instrument no. 2012-4584, Malheur County deed records, County Survey No. 18-47-0895.

LEGEND

- PROPERTY LINE (PL)
- SECTIONAL LINE (SCL)
- RIGHT-OF-WAY (ROW)
- CENTRAL LINE (CL)
- EASEMENT
- PARCEL LINES



REGISTERED
 LAND SURVEYOR
 DANIEL K. CUMMINGS
 2316

WALMART TRAIL EASEMENT
CITY OF ONTARIO

DATE: 6/15/19 FILENAME: SWAKE RIVER SHEET: 01

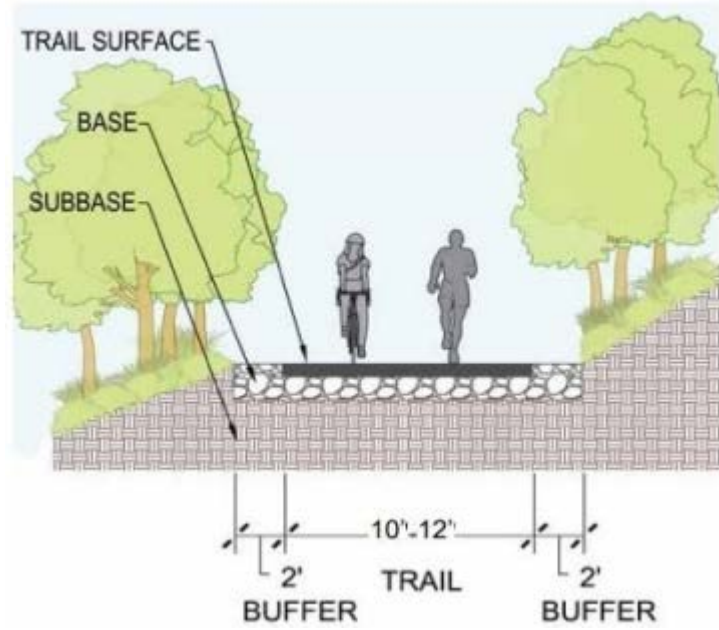


TATER TOTS TRAIL ALONG THE SNAKE RIVER

CONCEPTUAL PLAN - TRAIL HEAD AND SOUTH END

PREPARED BY ADAM BROWN, CITY MANAGER



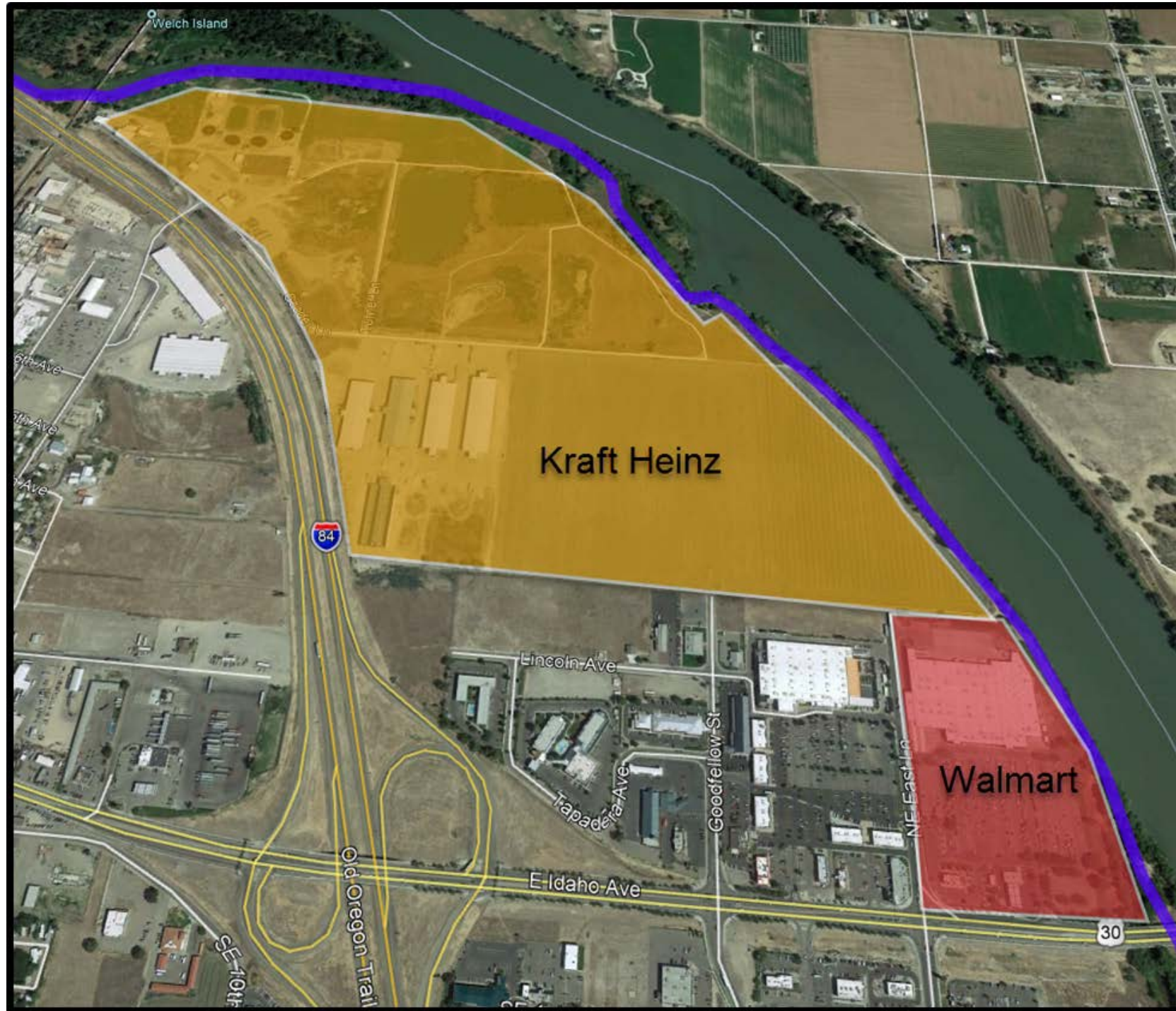


TATER TOTS TRAIL ALONG THE SNAKE RIVER

CONCEPTUAL PLAN - TRAIL SCAPE

PREPARED BY ADAM BROWN, CITY MANAGER





FOUR PROPERTY OWNERS

- TWO PUBLIC
 - CITY OF ONTARIO
 - STATE OF OREGON
- TWO PRIVATE
 - WALMART – ACQUISITION IN PROGRESS
 - KRAFT HEINZ – ACQUISITION IN PROGRESS

TATER TOT TRAIL ALONG THE SNAKE RIVER

CONCEPTUAL PLAN - TRAIL SCAPE

PREPARED BY ADAM BROWN, CITY MANAGER





RIVER CROSSING AND RAISED TRAIL



TATER TOTS TRAIL ALONG THE SNAKE RIVER

CONCEPTUAL PLAN - CROSSING OF JOHNSON ISLAND OWNED BY OREGON PARKS AND RECREATION DEPARTMENT

PREPARED BY ADAM BROWN, CITY MANAGER





OREGON STATE PARK
BOAT RAMP / FISHING



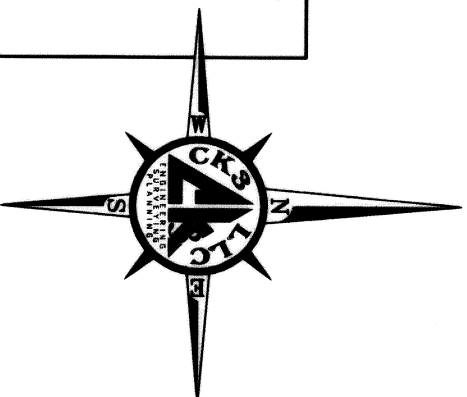
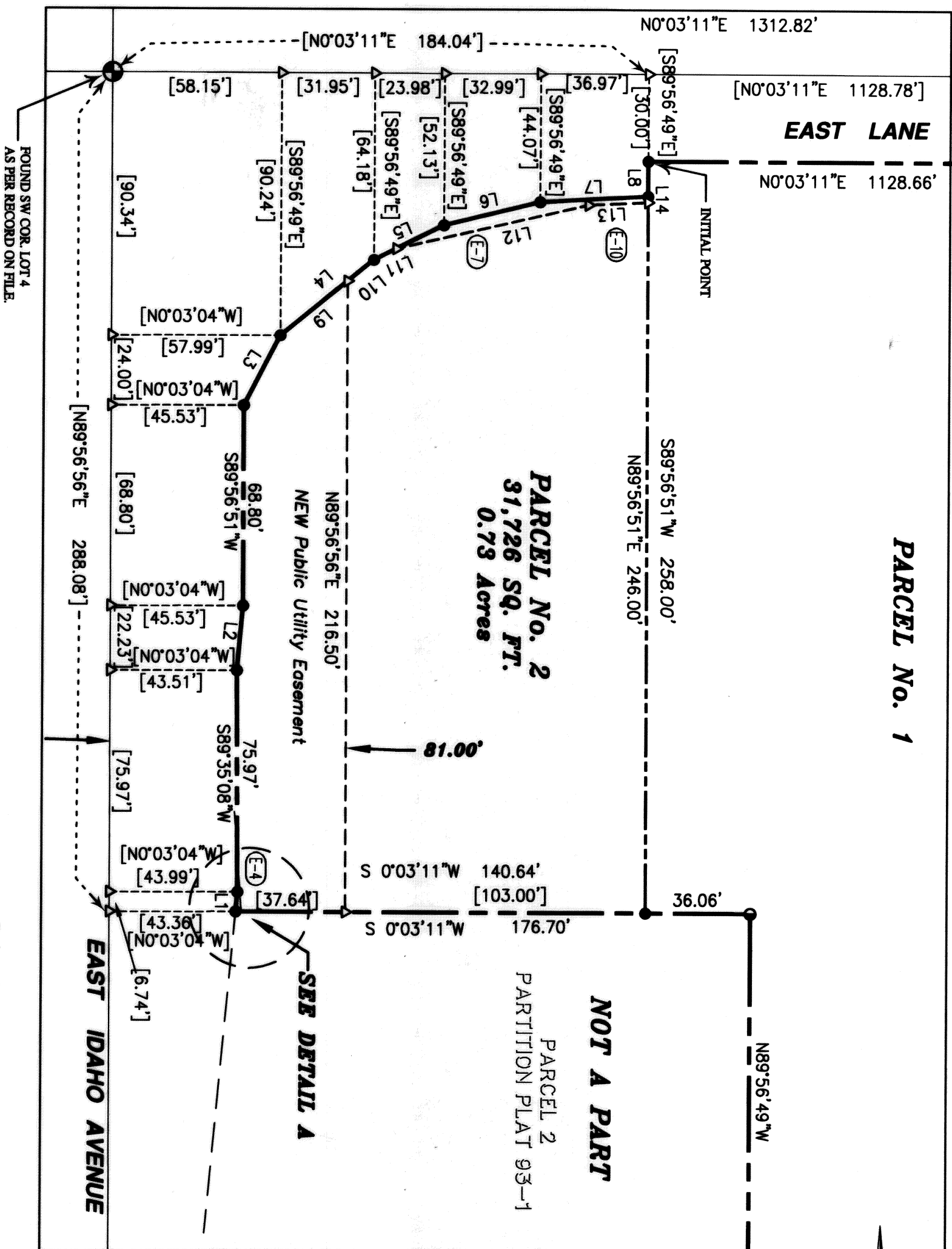
TATER TOTS TRAIL ALONG THE SNAKE RIVER

CONCEPTUAL PLAN - TRAIL END AT STATE PARK - APPROXIMATE DISTANCE 3.0 MILES

PREPARED BY ADAM BROWN, CITY MANAGER

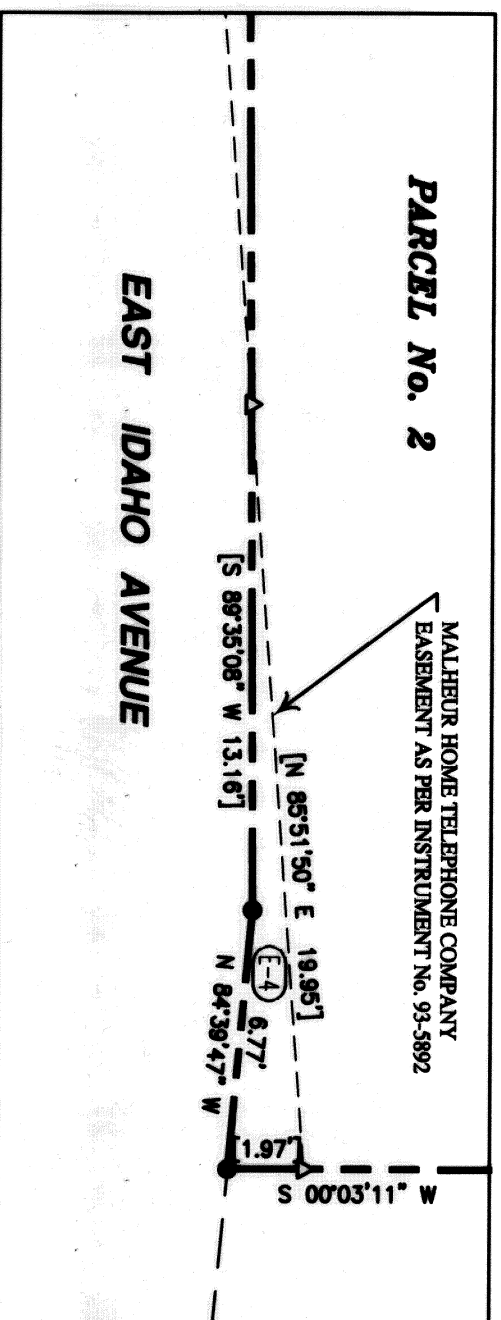


DETAIL PARCEL No. 2
SCALE: 1" = 40'



PARTITION PLAT
BEING A RE-PLAT OF
PARCEL 2 OF PARTITION PLAT 92-6,
PARCEL 1 OF PARTITION PLAT 93-1 and other lands
within the N1/2SE1/4 of Section 2,
Township 18 South, Range 47 East, W.M.,
City of Ontario, Malheur County, Oregon

DETAIL A
SCALE: 1" = 6'



DECLARATION

STATE OF OREGON
COUNTY OF MALHEUR } S.S.

KNOW ALL MEN BY THESE PRESENTS,
THAT I, the undersigned, JANE THE MANAGING MEMBER(S) FOR WAL-MART
REAL ESTATE BUSINESS TRUST, a Delaware business trust, who is owner of the
LANDS SHOWN AND DESCRIBED ON THIS PLAT, AND HAVE CAUSED THE SAME
TO BE PARTITIONED AND SURVEYED IN ACCORDANCE WITH OREGON REVISED
STATUTE, CHAPTER 92.

THE NEW PUBLIC UTILITY EASEMENT SHOWN ON THIS PLAT WITHIN PARCEL 2 IS
NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS
IS HEREBY FOREVER RESERVED FOR PUBLIC UTILITIES OF THE CITY OF
ONTARIO, AND INCLUDING BUT NOT LIMITED TO: CASCADE NATURAL GAS CO.,
IDAHO POWER CO., QUEST, CABLE ONE AND SUCH OTHER USERS DESCRIBED
HEREON. NO OTHER STRUCTURE, OTHER THAN FOR UTILITY PURPOSES, MAY
BE BUILT WITHIN SAID EASEMENTS BUT MAY BE USED BY THE GRANTEE AND HIS
ASSIGNEES FOR PARKING AND LANDSCAPING PURPOSES.

DATED: 20th DAY OF November, 2012

MANAGING TRUSTEE
[Signature]

MANAGING TRUSTEE

ACKNOWLEDGMENT

STATE OF OREGON } S.S.
COUNTY OF MALHEUR }

ON THIS 20th day of November,
2012, Sonja Webster, a Notary Public in and for said County and
State, personally appeared the above named persons who, being
MANAGING TRUSTEES(S), AND PROVED TO ME ON THE BASIS OF SAID TRUSTEES
EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE
FORGOING INSTRUMENT, AND UPON BEING DULY SWORN, ACKNOWLEDGED TO
ME THAT THEY EXECUTED THE SAME, IN WITNESS WHEREOF, I HEREUNTO SET MY
HAND AND SEAL.

[Signature]
NOTARY PUBLIC
COMMISSION No. 1-
MY COMMISSION
EXPIRES: 9/15/2015

Elizabeth E. Robbins
NOTARY PUBLIC
Benton County, Arkansas
My Commission Expires 9/15/2015

MALHEUR COUNTY
SURVEYOR

By: _____
Received: 8/21/2012
Accepted: _____
Survey No. 18-47-0895
Dwg. No. B-1439

ABBREVIATIONS
G.L.O. = GENERAL LAND OFFICE
MON. = MONUMENT
R.O.W. = RIGHT-OF-WAY
TYP. = TYPICAL
FND. = FOUND
INST. = INSTRUMENT
No. = NUMBER

LEGEND
--- PARTITION BOUNDARY
--- NEW PARTITION LINE
--- SECTIONAL LINE (SEC.)
--- EASEMENT LINE
--- RIGHT-OF-WAY (R.O.W.)
--- CENTERLINE OF R.O.W. (CL.)
[] CALCULATED DATA
() DATA OF RECORD
● MONUMENT AS NOTED
● SET 3/8" x 30" IRON BAR
● SET 1/2" x 1/2" IRON BAR
○ POUND 5/8" IRON BAR
◆ POUND TACK & WASHER
▲ CALCULATED POINT

PARTITION PLAT No. 12-11

Wal-Mart REAL ESTATE TRUST

CK3, LLC
CIVIL-STRUCTURAL-ELECTRICAL ENGINEERING,
SURVEYING & PLANNING
368 S.W. 5TH AVENUE
ONTARIO, OREGON 97914
E-MAIL: CK3@CK3LLC.NET
TEL: 541-889-5411 ~ FAX: 541-889-2074

CHECKED BY: LCK FIELDBOOK No.: 0-2861 PAGE(S):
DRAWN BY: DKG DWG FILE No.: B-11264
APPROVED BY: DKG FILENAME: VO12017.dwg JOB No. VO-12017
DATE: 09/04/2012 DATE REVISED: SHEET: 2 of 2

APPROVALS

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS PARTITION PLAT OF LANDS OWNED BY
WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE BUSINESS TRUST, HAS BEEN APPROVED
BY EACH OF US AND CONFORMS TO THE REQUIREMENTS OF OUR RESPECTIVE OFFICES, AND
HEREUNTO SET OUR HANDS.

[Signature] 12-6-2012
CITY OF ONTARIO PLANNER, MALHEUR COUNTY, OREGON
[Signature] 12-10-2012
COUNTY CLERK, MALHEUR COUNTY, OREGON
[Signature] 12-13-2012
COUNTY ASSESSOR, MALHEUR COUNTY, OREGON
[Signature] 12-13-2012
COUNTY SURVEYOR, MALHEUR COUNTY, OREGON

REGISTERED
PROFESSIONAL
LAND SURVEYOR
[Signature]
OREGON
JAN. 21, 1988
DANNY K. CUMMINGS
2316

RENEWAL DATE: DEC. 31, 2013
THIS COPY IS A TRUE AND EXACT COPY OF THE ORIGINAL.



**AGENDA REPORT
NEW BUSINESS
February 6, 2020**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2020-106: LEGISLATIVE POSITION REGARDING AN AIRPORT LAYOUT PLAN REVISION**

DATE: February 4, 2020

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2020-106, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, REQUESTING THAT THE FEDERAL AVIATION ADMINISTRATION (FAA) ALLOW THE CITY OF ONTARIO TO WORK ON A CHANGE TO THE AIRPORT LAYOUT PLAN FOR DEVELOPMENT OF THE NORTHWEST CORNER OF THE AIRPORT PROPERTY.

SUMMARY:

City staff are attempting to access local and state funds to conduct a partial airport layout plan for the northwest corner of the property because an imminent opportunity exists for development. The city has experienced some resistance and wishes for the City Council to take a legislative position to assist in our conversations with the Federal Aviation Administration (FAA) and legislators.

BACKGROUND:

The most recent airport layout plan was conducted in 2013. A revision to the ALP is scheduled for 2023 in the five-year capital improvement plan under which the project would be funded by at least 95%. The FAA pays for 90% and the State of Oregon pays for 5%. The city is obligated to pay for 5%; however, the city has consistently received support through the COAR program for the State of Oregon to cover 4 of the 5 percentage points of the city's required match. Thus our 1% contribution leverages 99% funding.

CURRENT SITUATION:

The city has recently been approached by the Bureau of Land Management to consolidate its services in a new building at Ontario Municipal Airport (ONO). Initially it was believed that this project would be five years out, but advocacy from our regional BLM officials have expedited

the request.

With new planning grant cycles opening up from the Eastern Oregon Economic Development Board the city hoped to expedite at least a piece of the airport layout plan by focusing on the northwest corner where city staff and the Airport Committee believe our agriculture sprayers and other Single Engine Air Tanker (SEAT) planes should be located.

Technical assistance grants are available from Business Oregon which could be matched with Border Board funding to pay for the infrastructure improvements and layout design with the end purpose to build a project financed through several state opportunities with a long-term lease agreement from the Bureau of Land Management.

Initial reaction from our request to the FAA was that our agriculture operators need to be located on the east side of the runway at the south end where they are laid out in the current ALP. At the time the former ALP was conducted, however, the concept of the BLM wanting to consolidate operations at ONO did not exist. This request creates a new demand on the airport property that did not exist under the previous ALP. Their objection to the concept is understandable because we have a full length taxiway on the east side of the runway. This new facility would create a partial taxiway that may require planes to cross the runway to get to the fueling stations.

A preliminary layout of the proposed northwest site is attached.

ANALYSIS:

- A. **STRATEGIC PLAN** This project aligns perfectly with the city's Growth Goal and specifically with the Strategy to grow the airport.
- B. **FINANCIAL** We have discussed financing sources with Business Oregon and with the Border Board to accelerate the planning of this option. Without using other sources, the city will have to wait until 2023 to begin the revised ALP and we may lose out on opportunities to fund this development in the interim.

Business Oregon can finance projects at very low interest rates. The design work would be done entirely through grants. The BLM contacted me on February 4, 2020, saying that they had \$2.5 million to put into this facility and wanted to know the city's interest in the project.

- C. **TIMING** Timing is critical. The BLM has \$2.5 million funded this year to support this work. The BLM said they prefer to provide funding up front and then have a 30-year lease on the project.
- D. **POLICY/LEGAL** The Council's support of this desire means a lot to our state and federal legislators and demonstrates your support to the FAA.

ALTERNATIVES:

The facility for the BLM and agriculture operators could be located where the current ALP has them identified; however, we do not believe this is the best place for them given the close proximity to housing. These planes are very loud and begin work early and end work late in the summer during growing and fire season.

RECOMMENDATION:

Staff recommends the City Council approve this Resolution of Support for a partial ALP focusing on the needs of the BLM and agriculture spray businesses at the northwest corner of the Airport.

ATTACHMENTS:

1. RES 2020-106_ CC_Airport Layout_2 6 2020
2. ONO_Preliminary West Side Layout



RESOLUTION #2020-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, REQUESTING THAT THE FEDERAL AVIATION ADMINISTRATION (FAA) ALLOW THE CITY OF ONTARIO TO WORK ON A CHANGE TO THE AIRPORT LAYOUT PLAN FOR DEVELOPMENT OF THE NORTHWEST CORNER OF THE AIRPORT PROPERTY

- WHEREAS,** The City of Ontario operates a municipal airport regulated by the FAA; and
- WHEREAS,** During the creation of the last Airport Layout Plan (ALP) the city did not know that the Bureau of Land Management (BLCM) wished to partner with the Ontario Municipal Airport for a new consolidated services and colocation building; and
- WHEREAS,** The current ALP puts the agricultural sprayers at the south end and east side of the runway right behind residential dwellings; and
- WHEREAS,** There may not be room at the southeast portion of the facility to accommodate the BLM consolidated location and agricultural spray operations at the airport; and
- WHEREAS,** The former cross runway not currently in operation extends to the west side of runway 15-33 and could be used to connect aircraft with a partial taxiway; and
- WHEREAS,** The city of Ontario would like to develop the east side of the airport infrastructure, including streets, water, sewer, and fiber for aviation business development; and
- WHEREAS,** Funding is available to assist with the short term planning needs and a project will be financed to construct these facilities.
- WHEREAS,** There is a current desire for this project to be accelerated by the BLM and agriculture spray pilots.

NOW THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Ontario respectfully requests the FAA and state and federal legislators to support the City of Ontario in being able to develop this part of our Airport grounds for the mutual benefit of multiple local, state, and federal government agencies.

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the Common Council City Council of the City of Ontario this 6th day of February, 2020, by the following vote:

AYES:

NAYES:

ABSENT:

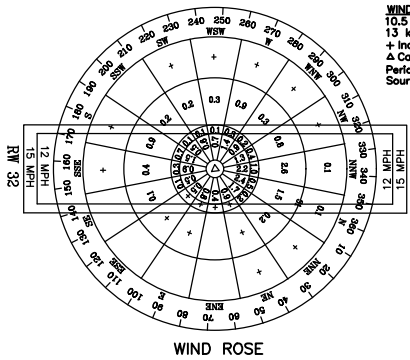
APPROVED by the Mayor this ____ day of _____, 2020.

ATTEST:

Riley J. Hill, Mayor

Resolution #2020-106: Support Airport Layout Revision

Tori Barnett, MMC, City Recorder



WIND DATA
10.5 kts (12 MPH) = 97.2%
13 kts (15 MPH) = 98.2%
+ indicates an occurrence, but less than 0.1%
Δ Calm (0-4 MPH) = 70.4%
Period: 1965-1989
Source: NOAA-EDS, Asheville, N.C.

WIND ROSE

(E)(F) RUNWAY 32 RPZ
500' X 1000' X 700'
NPI ≥ 1 MILE APP. CAT A & B
20:1 APPROACH SLOPE

RUNWAY 32 (E)(F)
LAT: 44° 01' 32.731" N
LONG: 117° 00' 59.383" W
ELEVATION: 2188.64
RUNWAY HIGH POINT

RUNWAY 14 (E)(F)
LAT: 44° 01' 32.731" N
LONG: 117° 00' 59.383" W
ELEVATION: 2193.04
RUNWAY HIGH POINT

RUNWAY 14 END (E)(F)
LAT: 44° 01' 32.731" N
LONG: 117° 00' 59.383" W
ELEVATION: 2193.04
RUNWAY HIGH POINT

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LONG: 117° 00' 59.383" W
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RUNWAY 14 END (E)(F)
LAT: 44° 01' 32.731" N
LONG: 117° 00' 59.383" W
ELEVATION: 2193.04
RUNWAY HIGH POINT

NOTES

1. NO MODIFICATIONS TO STANDARDS.
2. NO NON-STANDARD CONDITIONS.
3. ALL ELEVATIONS ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
4. ALL LATITUDE AND LONGITUDE COORDINATES ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983.
5. AIRPORT PROTECTED BY CITY OF ONTARIO, CITY CODE, TITLE 10A, SUBSTANTIVE ZONING REGULATIONS, AIRPORT DEVELOPMENT ZONE, ALSO PROTECTED BY MALHEUR COUNTY, ARTICLE L. AA, AIRPORT APPROACH OVERLAY ZONE.

SPONSOR APPROVAL

Joe Dominic MAYOR, CITY OF ONTARIO DATE

FAA APPROVAL

MANAGER, SEATTLE AIRPORTS DISTRICT OFFICE APPROVAL LETTER DATED

THE PREPARATION OF THIS DOCUMENT MAY HAVE BEEN SUPPORTED, IN PART, THROUGH THE AIRPORT IMPROVEMENT PROGRAM FINANCIAL ASSISTANCE FROM THE FEDERAL AVIATION ADMINISTRATION AS PROVIDED UNDER TITLE 49, UNITED STATES CODE, SECTION 47104. THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE FAA. ACCEPTANCE OF THIS REPORT BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED THEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.

RUNWAY DATA TABLE

Description	Existing	Future
% Effective Gradient	0.08%	SAME
% Wind Coverage (10.5 and 13 kts)	97.2%/98.2%	97.2%/98.2%
FAR Part 77 Approach Surface Slopes	(14) (32) 20:1 UTILITY	(14) (32) 20:1
Instrument Approach Aids	(32) GPS-NPI ≥ 1 MILE	SAME
Runway Lighting	MIRL	MIRL
Approach/Visual Aids	(32) REL/PAPI 2	(14) (32) REL/PAPI 2
Runway Marking	NPI	SAME
Runway Length	5011'	SAME
Runway Width	100'	100'
Pavement Type	Asphalt	Asphalt
Pavement Strength (1,000 lbs)	SW 30,000/DW 60,000	SW 30,000/DW 60,000
Runway Safety Area Length/Width	5611'/150'	SAME
Runway Object Free Area Length/Width	5611'/500'	SAME
Runway Object Free Zone Length/Width	5611'/250'	SAME
Runway OFZ Penetrations	NO OFZ PENETRATIONS	NO OFZ PENETRATIONS
Approach Category and Design Group	B-II	SAME
Critical Aircraft	Raytheon King Air B-200	SAME
Approach Speed (Approach Category)	103 knots	SAME
Wingspan (Design Group)	54.5'	SAME
Weight	12,500 lbs MTOW	SAME
Length of Haul (Aircraft over 60,000 lbs)	N/A	N/A
Approach Visibility Minimums	(32) 1 1/4 (14) Visual	(32) 1 Mile (14) Visual
Displaced Threshold Elevations	N/A	N/A
Touchdown Zone Elevations	(14) 2193.34 (32) 2189.72	(14) SAME (32) SAME
Runway High/Low Point Elevations	2193.34/2188.64	SAME
Declared Distance	N/A	N/A
TORA	5011'	SAME
TOAA	5011'	SAME
ASDA	5011'	SAME
LDA	5011'	SAME
FAA Line of Site	MEETS FAA LINE OF SIGHT REQUIREMENTS	MEETS FAA LINE OF SIGHT REQUIREMENTS

RUNWAY END COORDINATES (SURVEYED)

	Existing	Future
14	Lat: 44° 01' 32.731" N Long: 117° 00' 59.383" W Elev. 2193.04	SAME SAME SAME
32	Lat: 44° 00' 46.661" N Long: 117° 00' 34.353" W Elev. 2188.64	SAME SAME SAME

AIRPORT DATA TABLE

Description	Existing	Future
Airport Identifier Code	ONO	2193' MSL
Airport Elevation	Lat: 44° 01' 16.016" N Long: 117° 00' 50.298" W	SAME
ARP	90'	97.2%/98.2%
Mean Daily Max Temperature	90°	97.2%/98.2%
Wind Coverage (10.5 and 13 knots)	15° S' E	0° 8' W Annual Change
Airport Magnetic Variation	15° S' E	0° 8' W Annual Change
Airport Reference Code	B-II (Small Aircraft)	SAME
NPIAS SERVICE ROLE	General Aviation	General Aviation
Airport and Terminal NAVADS	NDB/GPS(NPI)	NDB/GPS(NPI)
Taxiway Lighting	None	MTL
Taxiway Marking	Centerline	Centerline

BUILDING/FACILITY LEGEND*

NO.	BUILDING DESCRIPTION	ELEV.	NO.	BUILDING DESCRIPTION	ELEV.
1	Terminal	2204	21	Hangar	2212
2	Hangar	2214	22	Hangar	2208
3	Hangar	2215	23	Hangar	2207
4	Hangar	2216	24	Hangar	2204
5	Hangar	2206	25	Hangar	2207
6	Hangar	2210	26	Hangar	2211
7	Hangar	2213	27	Hangar	2213
8	Hangar	2205	28	Hangar	2213
9	Hangar	2212	29	Hangar	2206
10	Hangar	2212	30	Hangar	2208
11	Hangar	2211	31	Hangar	2216
12	Hangar	2218	32	Hangar	2205
13	Hangar	2211	33	Hangar	2212
14	Hangar	2209	34	Hangar	2210
15	Lighted Beacon	2223	35	Hangar	N/A
16	Electrical Vault	2204	36	Hangar	N/A
17	Hangar	2209	37	Hangar	N/A
18	Hangar	2219	38	Hangar	N/A
19	Hangar	2223	39	Fire Station	N/A
20	Hangar	2212	40	Hangar	N/A

*ALL STRUCTURES MEET LATERAL CLEARANCE REQUIREMENTS

AIRPORT PAC AND SAC COORDINATES

PAC	LAT: 44° 01' 35.30" N LONG: 117° 01' 02.05" W 2191.70 FT
SAC	LAT: 44° 01' 00.46" N LONG: 117° 00' 37.34" W 2189.90 FT
SAC	LAT: 44° 01' 17.28" N LONG: 117° 00' 48.57" W 2191.20 FT

LEGEND

EXISTING	FUTURE	DESCRIPTION
P/L	P/L	AIRPORT PAVEMENT
X	X	AIRPORT PROPERTY LINE
N/A	N/A	SECURITY FENCE
BR	BR	AIRPORT BUILDING
BRL	BRL	BUILDING RESTRICTION LINE (BRL)
RSA	RSA	RUNWAY SAFETY AREA (RSA)
OFA	OFA	RUNWAY OBJECT FREE AREA (OFA)
RPZ	RPZ	RUNWAY PROTECTION ZONE (RPZ)
TOFA	TOFA	PARALLEL TAXIWAY OBJECT FREE AREA (TOFA)
ARP (E)	ARP (F)	AIRPORT REFERENCE POINT (ARP)
PAPI-2 (E)	PAPI-2 (F)	NAVIGATIONAL AID INSTALLATION
MTL	MTL	RUNWAY END INDICATOR LIGHT
THRESHOLD	THRESHOLD	RUNWAY THRESHOLD LIGHTS
WIND	WIND	WINDCONE AND SEGMENTED CIRCLE
TOPO	TOPO	TOPOGRAPHIC CONTOURS

ONTARIO MUNICIPAL AIRPORT
CITY OF ONTARIO, OREGON
CONCEPTUAL WEST SIDE LAYOUT
- DRAFT -

DATE: DEC 2007
PROJECT: 05184

SHEET 2 OF 8

ORIGINALLY DONE BY:

TOOTHMAN-ORTON
ENGINEERING COMPANY
CONSULTING ENGINEERS AND PLANNERS
7700 N. 10TH AVE., SUITE 200
BOISE, IDAHO 83714-2008
PHONE: (208) 323-2288
FAX: (208) 323-2399

UPDATED BY:

Kimley-Horn
and Associates, Inc.
© 2011 KIMLEY-HORN AND ASSOCIATES, INC.
Engineering, Planning, and 3023 E. Copper Point Dr., Suite 201
Environmental Consultants Meridian, Idaho 83642 (208) 350-7260

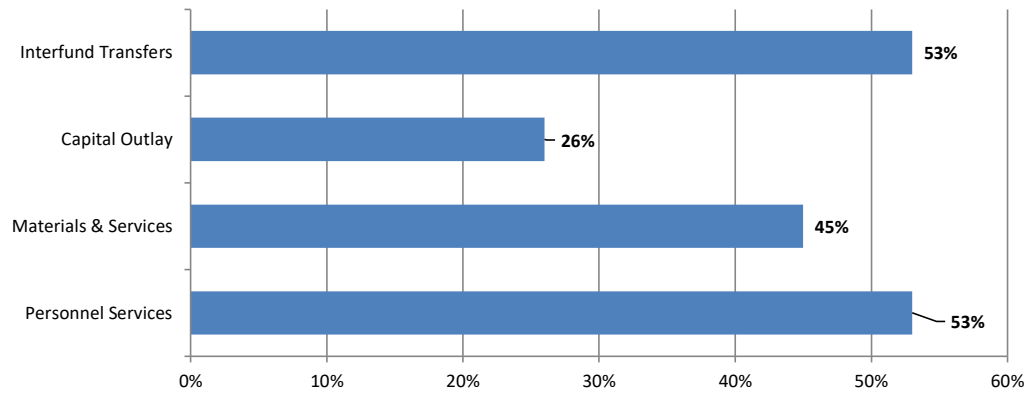
NO.	REVISIONS	DATE	E-FILE NAME
1	ITEM	DATE	SHEET-AUTJWG
1	UPDATED FOR AIR 8.9 & 10 & CONNECT OREGON II PROJECT	DEC 2011	DESIGNED
2	UPDATED FOR AIR 11	NOV 2013	CP 7/IE
3	UPDATED FOR PROPOSED SOLAR PROJECT	NOV 2015	DRAWN
			CHECKED
			IE
			IE
			APPROVED
			IE

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

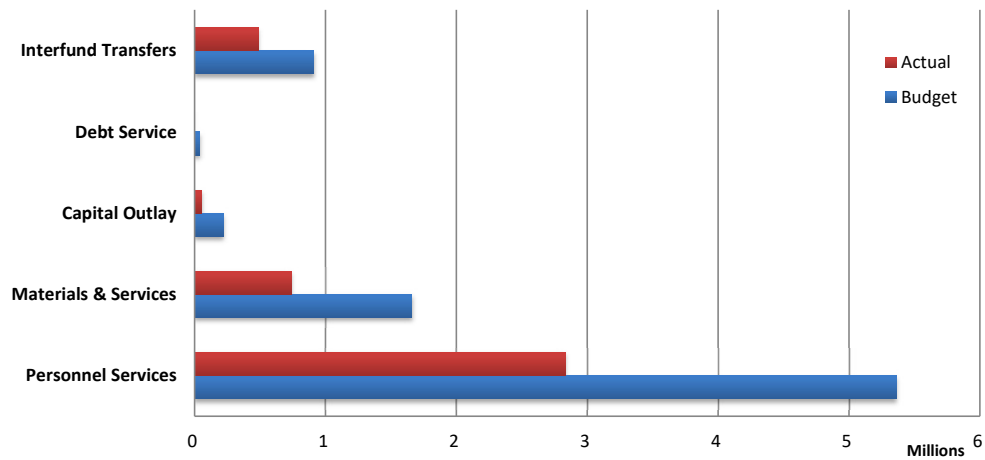
DEPARTMENT	BUDGET	ACTUAL	% EXPENDED	COMMENTS
Parks	270,562	102,533	37.9%	
Parks & Recreation	270,562	102,533	37.9%	
Fire	1,621,332	787,801	48.6%	
Code Enforcement	213,764	65,147	30.5%	
Police	3,625,706	1,957,594	54.0%	
Police reserves	7,000	1,736	24.8%	
Public Safety Total	5,467,802	2,812,279	51.4%	
Administration	487,088	238,955	49.1%	
City Council	25,569	6,606	25.8%	
Business Registration	1,100	139	12.6%	
Cemetery	143,470	73,592	51.3%	
Finance	239,123	108,098	45.2%	
Technology	129,220	66,850	51.7%	Equipment & overtime
General Government Total	1,025,570	494,239	48.2%	
Community development	212,791	80,361	37.8%	
Community Development	212,791	80,361	37.8%	
Administrative Overhead	371,054	197,078	53.1%	
Non-Departmental Contributions	30,000	10,000	33.3%	
Other Total	401,054	207,078	51.6%	
Operating Transfers Out	815,334	416,965	51.1%	
GENERAL FUND TOTALS	\$ 8,193,113	\$ 4,113,455	50.2%	
YTD BUDGET BENCHMARK			50.0000%	 -0.2%

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

% Expended by Category



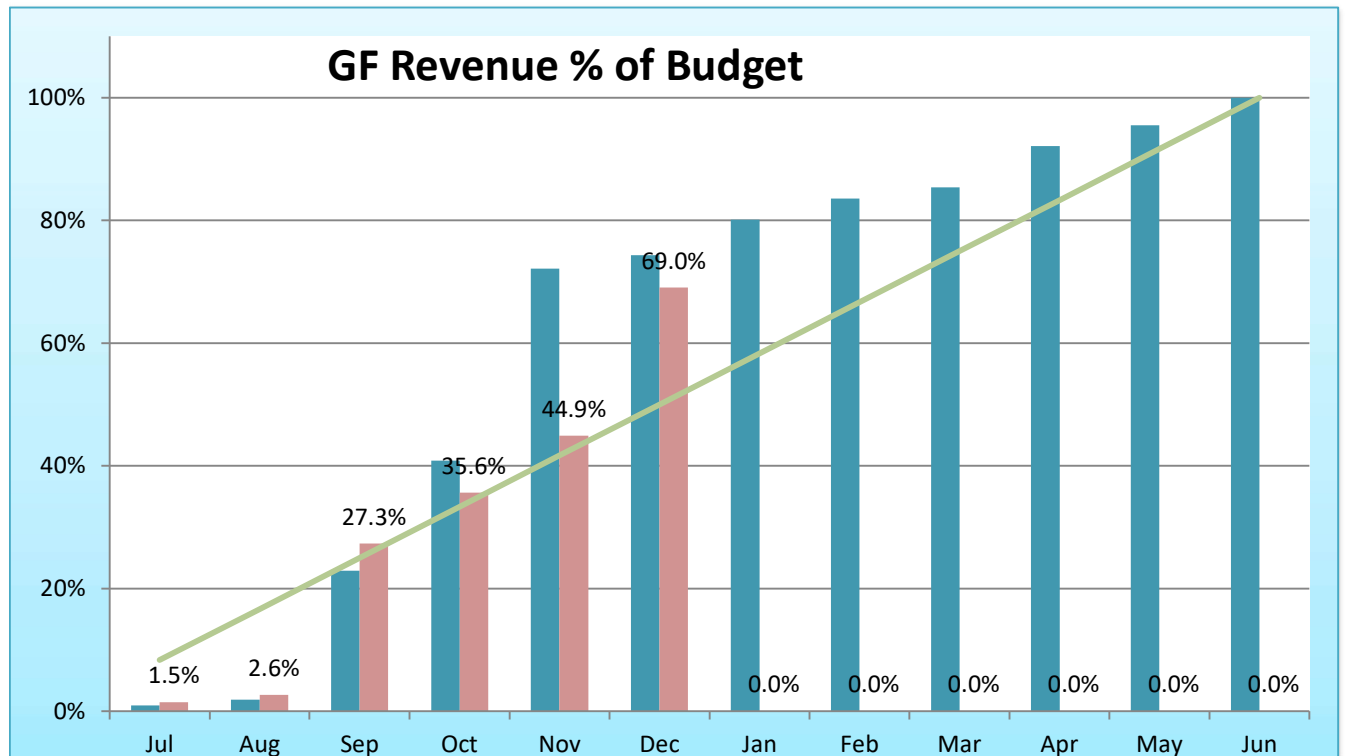
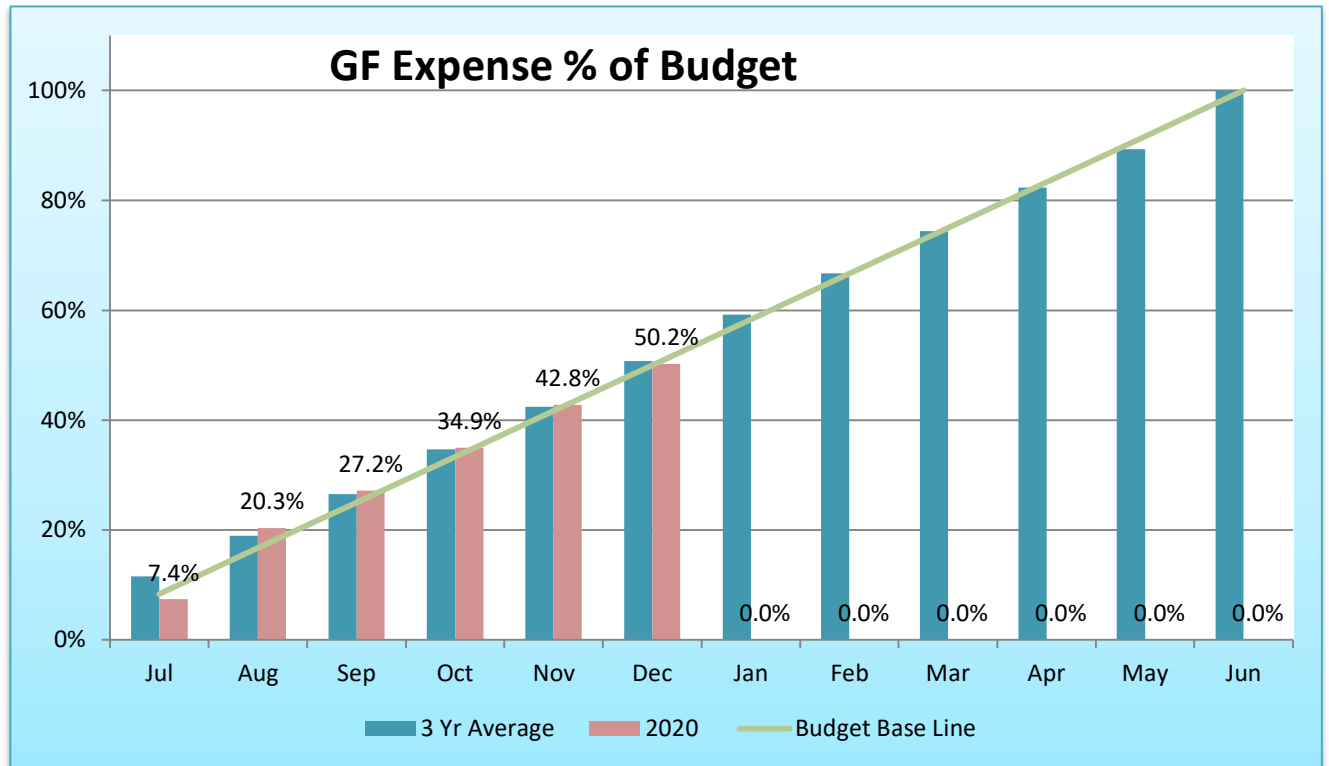
Budget to Actual by Category



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

DEPARTMENT	BUDGET	ACTUAL	% REALIZED	COMMENTS
GENERAL FUND BEGINNING FUND BALANCE	2,122,655	2,234,162	105.3%	(not calculated in totals)
Parks	1,900	680	35.8%	
Parks & Recreation	1,900	680	35.8%	
Fire	134,372	28,238	21.0%	
Code Enforcement	18,735	84,888	453.1%	Civil Penalties Income High
Police	489,093	260,220	53.2%	
Dispensary Business License	144,000	24,800	17.2%	
Public Safety Total	786,200	398,146	50.6%	
Interest	65,700	31,536	48.0%	
State Revenue Sharing	132,656	33,164	25.0%	
PERS Allocation Transfer	-	-	#DIV/0!	
Administrative Services	497,148	248,574	50.0%	
Other General Revenues	8,575	12,317	143.6%	
Property Taxes	3,688,265	3,240,181	87.9%	
Alcohol Bvg License & Fee	196,838	64,367	32.7%	
Cigarette tax	13,535	5,737	42.4%	
Marijuana tax	750,000	185,285	24.7%	two months collection
Franchise Fees	1,638,121	409,375	25.0%	
Business Registration	2,000	475	23.8%	
Cemetery	36,000	13,150	36.5%	
General Government Total	7,028,838	4,244,161	60.4%	
Planning & Zoning	4,450	4,482	100.7%	
Wayfinding Grant	25,000	-	0.0%	
Community development	29,450	4,482	15.2%	
GENERAL FUND REVENUE TOTALS	\$ 7,846,388	\$ 4,647,469	59.2%	
YTD CURRENT YEAR PROFIT(LOSS)				\$ 534,014
YTD BUDGET BENCHMARK				50.0%  9.2%

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



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

DEPARTMENT/FUND	EXPENDITURES				REVENUES		
	BUDGET	ACTUAL	% EXPENDED		BUDGET	ACTUAL	% REALIZED
002 Marijuana Enforcement Fund	250,000	2,945	1.2%		250,000	22,436	9.0%
010 Grant Fund	725,367	226,228	31.2%		725,367	105,523	14.5%
027 Building Fund	189,469	75,845	40.0%		218,747	367,468	168.0%
030 Capital Projects Fund	2,804,082	22,172	0.8%		3,214,902	2,998,599	93.3%
031 SDC Fund	430,000	10,676	2.5%		430,000	405,221	94.2%
035 Debt Service Fund	29,027	27,943	96.3%		29,027	18,812	64.8%
045 Street Fund	3,431,544	1,221,163	35.6%		3,431,544	1,434,074	41.8%
050 Trust Funds	633,756	215,888	34.1%		797,728	594,241	74.5%
055 Reserve Funds	2,694,160	1,421,565	52.8%		4,125,313	3,738,120	90.6%
060 Revolving Loan Fund	494,022	134,553	27.2%		494,022	611,220	123.7%
105 Water Fund	3,635,932	2,167,819	59.6%		4,512,615	3,564,084	79.0%
110 Sewer Fund	3,104,768	1,826,467	58.8%		6,519,403	5,204,336	79.8%
115 Storm Sewer Fund	191,678	71,383	37.2%		560,561	535,498	95.5%
120 Airport Fund	116,877	52,033	44.5%		116,877	111,202	95.1%
125 Aquatic Fund	-	600	#DIV/0!		-	57,975	#DIV/0!
Comments:							
YTD BUDGET BENCHMARK			50.0%				



JACOBS Quarterly Business Review Oct./Nov./Dec.



Oct/Nov/Dec
2019

Prepared by JACOBS for
CITY OF ONTARIO/PUBLIC WORKS DEPARTMENT

Quarterly Business Review

PUBLIC WORKS DEPARTMENT

CONTENTS

FIELD SERVICES: STREETS AND COLLECTION/DISTRIBUTION SUMMARY.....2-10

WATER TREATMENT PLANT SUMMARY.....11-15

WASTEWATER TREATMENT PLANT SUMMARY16-19

PARKS AND CEMETERY SUMMARY...20-21

ENGINEERING DIVISION SUMMARY.....22-23

APPENDIX.....27-29

FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

OCTOBER ACTIVITIES:

- Weekly maintenance checks on lift stations and sewer cleaning.
- Street sweeping has begun for the entire town based on our Schedule.
- The super structure for the new shelter was erected in Lions Park. Concrete work will follow and then the roof will be installed.
- Road closure in effect Friday, September 27th for Ontario High School Homecoming Parade, the route was published in the local Newspaper.
- Finished installing thermo plastic cross walks.
- Catch basin cleaning started and will be going through the fall.
- Completed crack sealing in the NW part of town, new crack. Machine is working extremely well.
- A new front-end loader was delivered to the City Shop, it Replaces a unit that has been in service since 2005. The old unit was traded back to the dealer.
- Spent a week on the WTP River cleanup project with ODOT.
- Water maintenance throughout town.
- Sign maintenance throughout town.
- Installed no U turn sign at the Middle school.
- Tree well on East Idaho are completely evacuated and ready for tree planting later this fall.
- Trimmed problem trees around town, trimming will continue through the fall.
- Repaired a broken water valve to Sunset Cemetery irrigation system.
- Installed the frame for the Hex Shelter at Lion's Park.
- Removed a gear box on the auger at SRCl Headworks and took it into be rebuilt.
- Completed flow testing with Anderson Perry for the Water Master Plan model.
- Staff addressed multiple water leaks throughout the city, primarily water services that have degraded over time.
- 23 water services were turned on customer request.
- 12 water services were shut off customer request.
- 36 water services were on/off read only customer request.
- 76 water services were shut off for non-payment.
- 44 water services were turned on for payment received.
- 50 water meters were changed out for non-functioning.
- 7 water meters were checked for consumption issues.
- 20 water meters were checked to verify still off from the non-payment list and locked.
- 15 irrigation meters were shut off and winterized customer request.
- 4 new water services were installed.
- 9 water meters were shut off so leaks could be repaired by customer.
- 11 water services were turned on and verified leaks were repaired by the customer.
- 55 utility locates were completed.



FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

OCTOBER ACTIVITIES CONTINUED:

Jacobs Staff: Debris and vegetation clean-up north of the water treatment plant along the Snake River.



FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES NOVEMBER :

- Weekly maintenance checks on lift stations and sewer cleaning.
- Continued sweeping the entire town.
- Swept the downtown area multiple times due to the leaves falling and additional pedestrian traffic.
- Set the traffic control up for the Veterans Day Parade.
- The concrete pad and sidewalk were poured for the Lions Park shelter. Concrete has cured, the roof is partially installed and the construction of the shelter will be completed soon. Looks great and will be a positive asset for community in the future.
- ADA crosswalk and access sidewalks were poured on Alameda, crosswalks painted and now in service.
- Catch basin cleaning has started and will be going through the fall.
- Water maintenance throughout town.
- Removed a gear box on the auger at SRCI Headworks and took it in to be rebuilt.
- Cleared a plugged discharge chute at SRCI Headworks.
- Bar screen system at the prison lift station was rebuilt and put back into service, this system has backup redundancy.
- Leaf pickup began on Monday, November 18th and two complete circuits have been made throughout town to pick up bagged debris. November 25th - 27th we will have a small crew address any bags that we may have missed the first week.
- 7 new trash cans were installed in the downtown core area replacing the old concrete cans. Those cans will be used at other locations in the City.
- Received 66 tons of De-icing salt for the Street Crew snow and ice removal.
- Installed the Liquid De-icing tank in the truck for the winter.
- Staff began preparing trucks and sanders for next weeks predicted snow fall.
- 2 staff members attended an inhouse maintenance training seminar in Portland, they will in turn train the rest of our staff on new tools and procedures on our maintenance management system.
- Staff addressed multiple water leaks throughout the city, primarily water services that have degraded over time.
- 9 water services were turned on customer request.
- 10 water services were shut off customer request.
- 27 water services were on/off read only customer request.
- 43 water services were shut off for non-payment.
- 35 water services were turned on for payment received.
- 23 water meters were changed out for non-functioning.
- 12 water meters were checked for consumption issues.
- 1 water meter was checked to verify still off from the non-payment list and locked.



Newly installed trash cans in downtown core

FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES NOVEMBER CONTINUED:

- 8 irrigation meters were shut off and winterized customer request.
- 16 water services were checked for leaks customer request.
- 4 new water services were installed.
- 5 water services were turned on and verified leaks were repaired by the customer.
- 49 utility locates were completed.



Above: Jacobs crew in action during Fall Cleanup Program.

Right: Jacobs crew installing thermo plastic and a new stop sign.



FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES NOVEMBER CONTINUED:



Above: Jacobs staff installing the roof on the shelter at Lions Park.

FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

DECEMBER ACTIVITIES:

- Weekly maintenance checks on lift stations and sewer cleaning.
- Sweeping continues throughout the town as part of our overall sweeping plan.
- Staff addressed multiple water leaks throughout the city, primarily water services that have degraded over time.
- Water service line and meter boxes repaired through the town as needed.
- Installed the Holiday banners and decorations throughout town.
- Staff prepared 4 sander trucks, a magnesium chloride truck, and skid steer with a snow blower attachment in preparation winter operations.
- Completed the fall leaf pick up. Over 100 loads were hauled to Ontario Sanitary.
- Sign installation and maintenance throughout town.
- Installed 20mph speed limit signs and crosswalk signs on SW 11th Ave at TVCC.
- Staff addressed the snow event we had the week of December 9th and made multiple circuits on primary and secondary snow routes, crews were on a 24-hour schedule until snow fall stopped. Crews did an excellent job.
- Training for new staff members on snow plow operation and procedures. New drivers working on learning truck operation at the airport.
- Staff completed the construction of the Lions Park shelter. Some landscaping remains but, that will not be done until the spring.
- New traffic signs were installed throughout town. Most of these installations were related to earlier traffic evaluations.
- Manhole inspections of over 50 manholes throughout the community as part of our maintenance management program.
- A meeting was held with representative from the City of The Dalles to investigate our Public Works operation.
- Staff prepared for Saturday's Holiday Parade. Barricades were erected and taken down on Saturday.
- Reviews with road crews of designated snow routes for upcoming winter season.
- We are ready for winter; all available equipment is staged and ready to be used as needed.
- 12/01/19 Treated a snow event of 5 inches, plowed the primary and secondary routes multiple times, used salt and Liquid De-Icer to clear the asphalt to wet pavement. Crews came in the following night to clean up the remaining snow that was down town.
- 12/02/19 Plowed the runway, taxiway and parking area at the Airport.



FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

DECEMBER ACTIVITIES CONTINUED:

- Pre-treated the primary and secondary routes for a small snow even on Dec. 18, 2019. Used liquid De-icer and salt to get to wet pavement.
- Worked on clearing some chemical feed lines at the WTP.
- Storm water line at TVCC was cleaned and run with our jet rodding equipment, mud and other debris builds in the line and needs to be cleaned throughout the year.
- Crews started working on repairing and building 30 new barricades for construction.
- 24 water services were turned on customer request.
- 14 water services were shut off customer request.
- 39 water services were shut off for non-payment.
- 31 water services were turned on for payment received.
- 27 water services were turned on/off read only customer request.
- 10 water services were checked to verify still off from the non-payment list.
- 22 water meters were changed out for non-functioning.
- 10 water services were shut off for leaks customer request.
- 9 water services were turned on and verified leaks were repaired by customer.
- 1 irrigation meter was shut off and winterized.
- 9 meters were checked for consumption issues high and low readings.
- 1 new water service was installed.
- 43 utility locates were completed.



Above: Jacobs crew cleaning storm water line at TVCC with our jet rodding equipment.

DECEMBER ACTIVITIES CONTINUED:



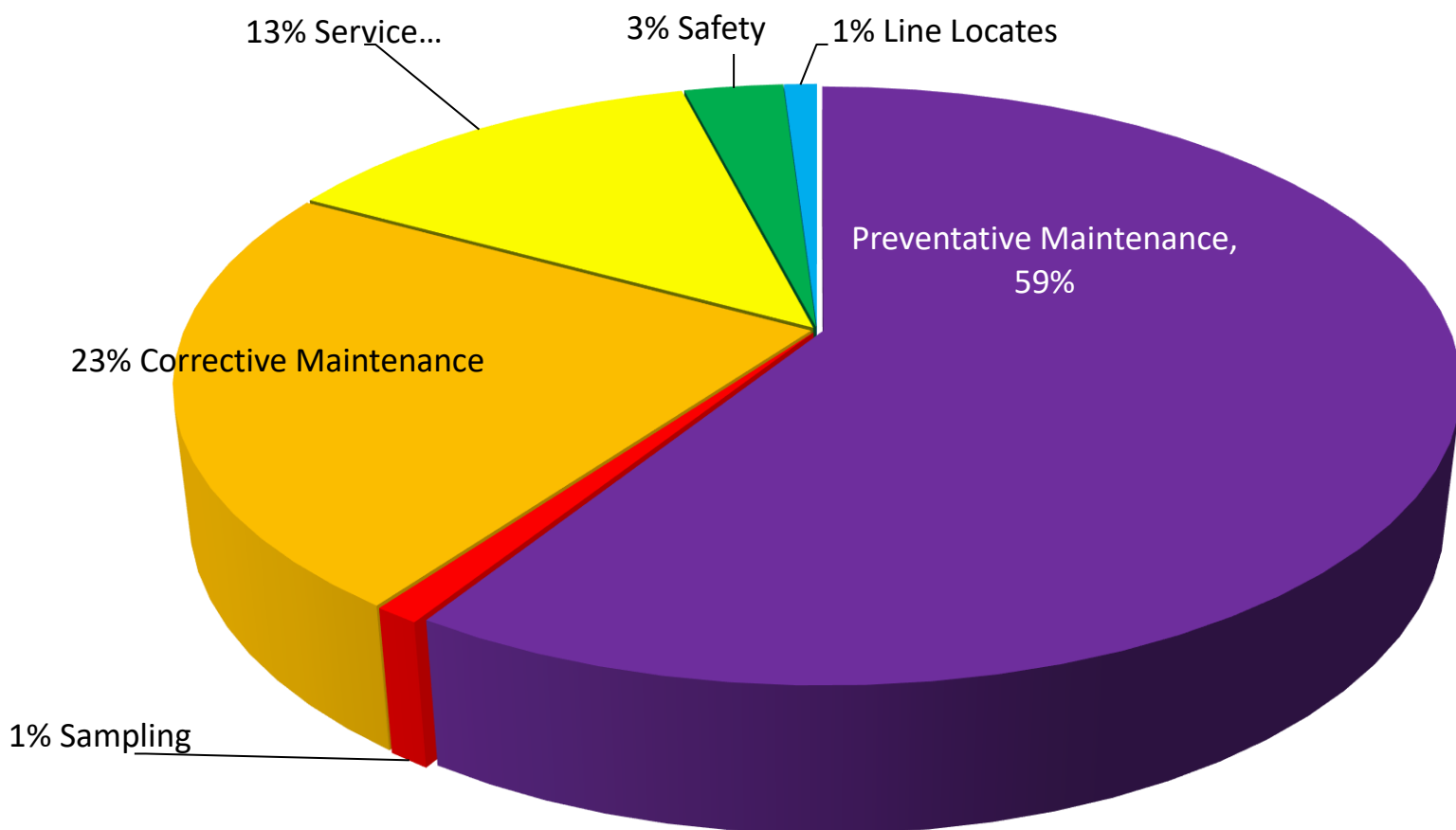
Above: Crosswalk signs on SW 11th Ave at TVCC.



Right: New Barricade being constructed.

FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

**October ~ November ~ December
Work Orders Actual Hours
by Work Order Type**



WATER TREATMENT PLANT SUMMARY

OCTOBER ACTIVITIES:

- Water inventories are at target levels.
- Water treatment staff run diagnostic checks (jar testing) multiple times weekly to optimize the water quality.
- Trouble shooting the chlorine generation system, it is back online and functional, looking into replacement options for the future. The system is dated back to 2004.
- Dive team completed their inspections of tanks and river inlet structures. A report as to current status will follow but, preliminary indications are that tankage is in good shape.
- Staff members are again focusing on interior painting and housekeeping.
- Crews pulled quarterly disinfection by product (DBP) samples.
- Crews removed dried solids from the dewatering (drying) beds.
- Cleaned the wash water recovery basins #3 & #4.
- Repaired and performed maintenance to the Flocculation basin paddle drive chains and sprockets.
- Staff participated in debris and vegetation cleaning on city property located north of the water treatment facility. Crews from the City and ODOT focus on bank stabilization and clearing debris from this area. A press release was generated and run on the local papers. City Police have been engaged in this activity.
- Winterization is under way.



Jacobs staff: Performing maintenance on flocculator drive chain in clarifier #1.

WATER TREATMENT PLANT SUMMARY

OCTOBER ACTIVITIES CONTINUED:



Left: Dive crews inspecting river intake at water treatment plant.



Right: Jacobs staff removing solids from wash water recovery basin #4 at the water treatment plant.

WATER TREATMENT PLANT SUMMARY

NOVEMBER ACTIVITIES:

- Water inventories are at target levels.
- The plant is operating well with no operational issues to report.
- Water treatment staff run diagnostic checks (jar testing) multiple times weekly to optimize the water quality.
- Staff trouble shot and resolved an issue with a brine tank sensor for our disinfection system.
- Issues with our chemical feed system were discovered and modifications were made to the chemical feed system, including double check valves on specific chemical feed lines to prevent similar problems in the future.
- Housekeeping and painting continue at the water treatment plant. Primary focus is the pump gallery.
- One staff member passed his state mandated certification exam. That makes a total of 10 staff members that have upgraded their certifications levels this year (excellent work).



Above: Jacobs staff performing maintenance on KmnO₄ chemical feed line.

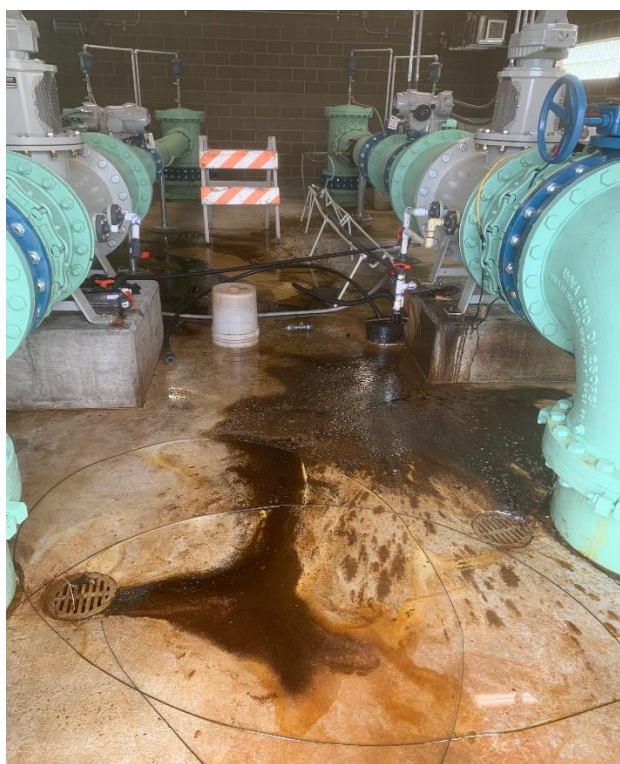
Below: Jacobs staff member performing maintenance on chlorine chemical feed lines.



WATER TREATMENT PLANT SUMMARY

DECEMBER ACTIVITIES:

- Water inventories are at target levels.
- Housekeeping projects focusing on inside improvement.
- Water treatment staff continues to run diagnostic checks (jar testing) weekly to ensure that the chemical dosing is correct for the river water quality. As water quality in the river improve it makes our job more difficult due to lack of colloids in the river to help in sedimentation.
- Clarifier # 1 taken out of service for maintenance and cleaned.
- UCMR 4 samples were taken as mandated by State Requirements.
- Chemical feed lines were purged and cleaned again.
- Staff member attended Maintenance Connection training.



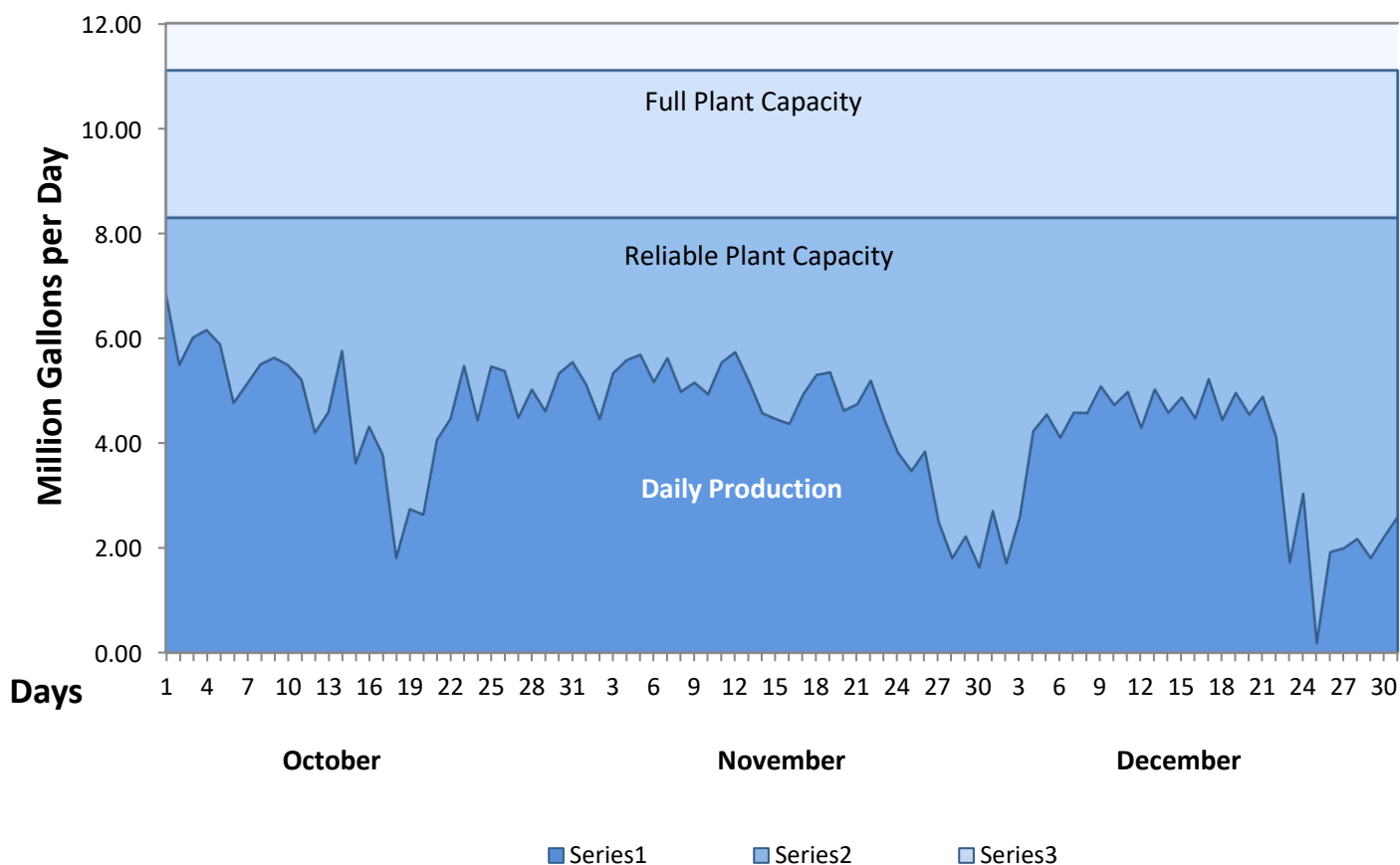
Above: Chemical feed line flushing at the WTP.

Below: Annual maintenance on WesTech clarifier #1.



WATER TREATMENT PLANT SUMMARY

Demand vs. Availability October ~ November ~ December



WASTEWATER TREATMENT PLANT SUMMARY

OCTOBER ACTIVITIES:

- Wastewater Plant is operating well.
- Weekly inspections of the equipment and buildings.
- We began discharging into the Snake River at the end of October, the significance of this is this will be the first time since our new NPDES went into effect. There are numerous new requirements in order to meet permit limits.
- Flow to Skyline Reservoir was stopped.
- Staff members continue weed control around the facilities.
- Annual maintenance on aerators continues to be performed.
- Odors at the Waste water treatment plant remain normal.
- Standard maintenance activities and winterization tasks.



WWTP staff: Chipping tree limbs from the water treatment plant clean up.

WASTEWATER TREATMENT PLANT SUMMARY

NOVEMBER ACTIVITIES:

- Wastewater Plant is operating well.
- Weekly inspections of the equipment and buildings.
- We are discharging into the Snake River as mandated by our new NPDES permit.
- Staff members continue weed control around the facilities.
- Standard weekly and monthly maintenance activities as outlined by our computerized maintenance system.
- Annual maintenance on aerators continues to be performed.
- Odors at the Waste water treatment plant remains normal.



WWTP staff: Performing maintenance on aerators at the WWTP lagoons.

WASTEWATER TREATMENT PLANT SUMMARY

DECEMBER ACTIVITIES:

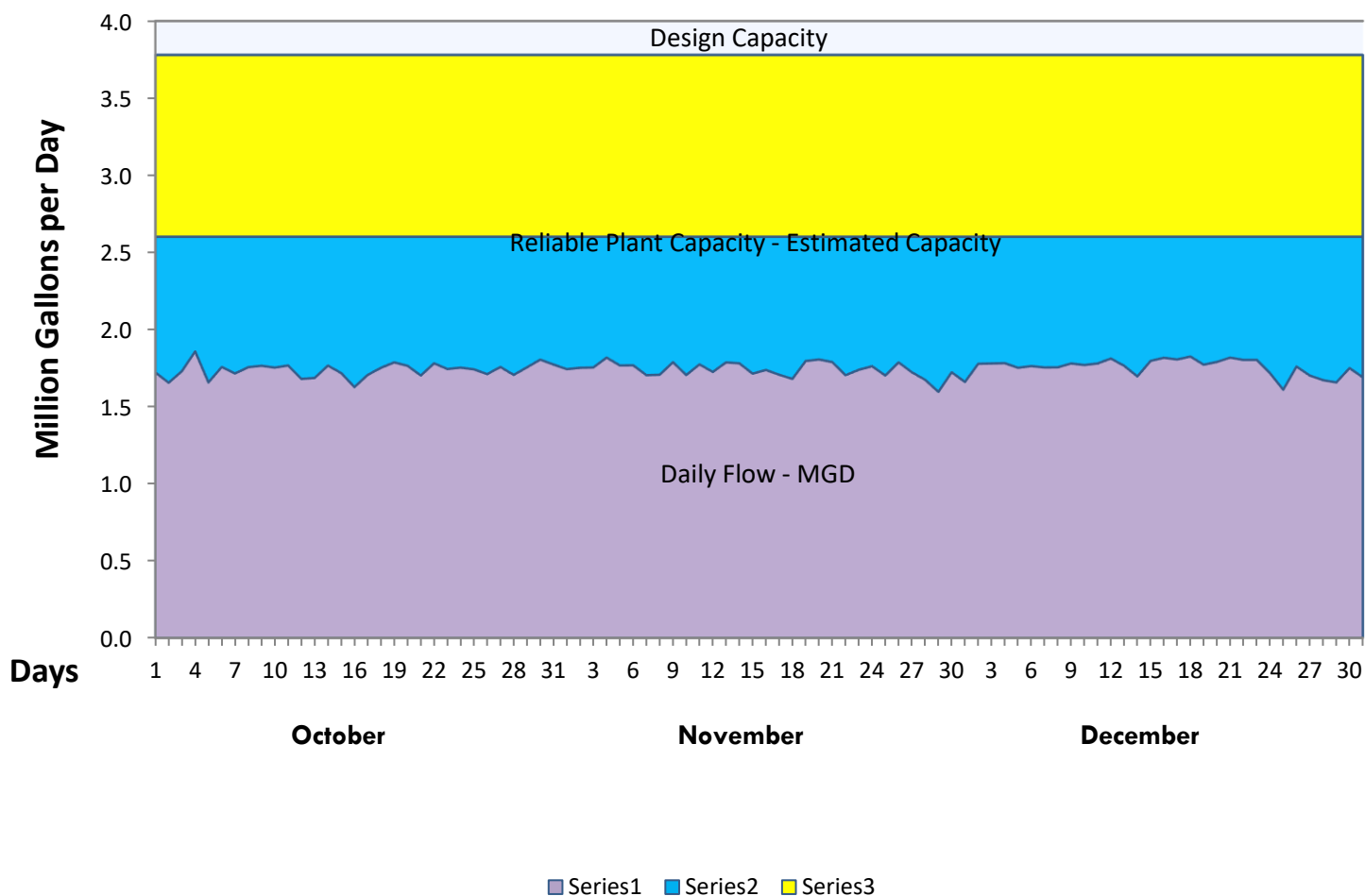
- Wastewater Plant is operating well.
- Weekly inspections of the equipment and buildings including maintenance and trouble shooting.
- We are discharging into the Snake River as mandated by our new NPDES permit.
- Staff members continue weed control around the facilities.
- Significant extra sampling is required with our new NPDES permit requirement, staff are focusing on these requirements to assure compliance.
- An issue with our effluent disinfection system was discovered and addressed.
- Odors at the Waste water treatment plant remains normal.



WWTP staff: Taking a sample at the Wastewater Treatment Plant.

WASTEWATER TREATMENT PLANT FLOWS

Wastewater Treatment Flows October ~ November ~ December



PARKS AND CEMETERY SUMMARY

OCTOBER ACTIVITIES:

- We had 7 burials at Evergreen Cemetery and 1 Sunset Cemetery.
- Lawn mowing at all City Parks, trash removal as needed and general housekeeping.
- Pro rental got the bid for the new Exmark mower for the Cemetery and we received it on 10-22-2019.
- Leaf mulching at the parks has also begun, in weekly inspections, staff members are keeping well ahead of the leaf drop.
- Staff will begin winterizing underground irrigations systems later this month as temperatures cool.
- We helped on the river clean up at the water plant.
- 9 new flower pots were planted and placed in the downtown core area. Andrews Seed spearheaded this effort and should be thanked for their support of the City.

PARKS AND CEMETERY SUMMARY

NOVEMBER ACTIVITIES:

- We had 2 burials at Evergreen Cemetery and 2 burials at Sunset Cemetery.
- Completed the yearly update on the HVAC PC system at city hall.
- The power meter at Laxon Park was rebuilt, the wood on the old support had rotted and was no longer safe.
- Leaf mulching at the parks continues, leaves have not dropped as quickly as we had hoped, so mulching continues longer than we would have liked.
- Sprayed weed at Sunset Cemetery and City Hall.
- Lights have been installed on the tree at Lions Park.
- Down to watering the down town plant pots to one time a week.
- Winterization of underground irrigations systems has been completed.
- Crews went over snow removal equipment to assure reliable operation for winter.

PARKS AND CEMETERY SUMMARY

DECEMBER ACTIVITIES:

- We had 1 burial at Evergreen Cemetery and 0 burials Sunset Cemetery.
- Pre-emergent herbicide has been put in all the shrub and tree beds to help with the weeds for next year.
- Leaf mulching at the parks is complete.
- Community Christmas Tree at Lions Park has been decorated and is ready for lighting.
- Crews went over snow removal equipment to assure reliable operation for the winter.
- Staff has begun moving wooden picnic tables to shop area for cleanup and refinishing. We are moving to purchase new expanded metal tables to replace the older wooden ones. This is a process and will take a few years to get them all replaced.
- A new key code door lock has been installed on the door that is in-between the police and fire department, to avoid any problems in cases of an emergency.
- 4 burned out ballast lights in City Hall were replaced with LED lights.
- New carpet is being installed in the police women's new locker room.
- We removed the snow off the sidewalks at the parks and at Evergreen Cemetery and deiced them.



Ontario Train Depot

ENGINEERING DIVISION SUMMARY

OCTOBER ACTIVITIES:

- SRCI contract negotiations.
- S. Oregon Project.
- Water Master Plan.
- Issued 4 ROW Permits.
- Issued 0 New Addresses to new residential lots.
- Attended 1 PDAC meetings to discuss the addition to an existing building.
- Attended 1 PDAC meeting to discuss the remodel of an existing building.
- Attended the Jacobs and City of Ontario monthly safety meetings.
- Completed Annual Sustainability Report.



ENGINEERING DIVISION SUMMARY

NOVEMBER ACTIVITIES:

- Issued 5 ROW Permits.
- Issued 0 New Addresses to new residential lots.
- Issued 1 New Address to commercial lot.
- Attended 1 PDAC meetings to discuss the expansion of a business.
- Attended 1 PDAC meeting to discuss the remodel of an existing building for a new business.
- Attended the Jacobs and City of Ontario monthly safety meetings.
- Inspected the abandonment of 2 Backflow devices on irrigation systems.
- Multiple plan reviews for new construction.
- Lions Park Shelter and Alameda crosswalk were completed by Warrington's Construction and Public Works staff.

S. Oregon Design – November 19th, City Council approved an all concrete ADA ramp option for S. Oregon project. Schedule is set for February advertisement and bid. CK3 is completing the design package.

NPDES – City staff and Jacobs met with the Business Oregon One-Stop team to talk about funding opportunities. Based on the meeting, Jacobs is revising design packaging opportunities such as the San Sewer Replacement project for 2020. Jacobs is also continuing to work towards a potential Variance.

CIP – Engineering is beginning to gather information regarding the CIP for the coming year. The group has developed some dates for internal meetings and background information.

SRCI – Jacobs and the City are working closely to continue to develop options for the SRCI rate schedule.

Splash Park/Skate Park RR – The Jacobs team met with a HS Senior shadowing Adam for the day, as well as the new Rec District Manager. Some ideas for the restroom were discussed. The design is underway; design review is tentatively scheduled for shortly after the first of the year with a bid opening not long after that.

Lions Shelter – Warrington Construction was the low bidder for the concrete pad and sidewalk. They completed their work and Jacobs team is continuing to work on the final completion of the roof.

WMP – Anderson Perry worked with staff on the ground to run fireflow tests in the field to calibrate the water model that has been developed.

The progress meeting was delayed in order to finalize the calibration and have more to share at the next progress meeting. The team is still shooting for a January completion, but Jacobs is anticipating the schedule will push to February. There are no impacts associated with the schedule delay, as long as Jacobs can get capital improvement information from the AP team in a timely manner for the coming year's CIP.

TVCC Path – The City received a grant and Jacobs is finalizing the set of contract documents. The anticipated advertisement and bid period is January 2020.

Airport – the SW 33rd Street Sanitary Sewer Extension is nearly 100% complete. The advertisement for Bid goes out Dec. 1 with a bid opening on Dec. 17th.

WTP Slough – The report will be going into the State for review. The staff plans to complete the work on the project in the spring.

SE 2nd Street – The low bidder for Construction was Knife River. Their bid came in at \$2,996,814. ODOT was able to secure an additional funding to help cover the overrun. Knife River complained about the sewer work that was proposed to be done this fall within the footprint of the project and ODOT required the City to pull the advertisement and allow the work to be Change Ordered in by the Contractor (unless we cannot come to terms).

ENGINEERING DIVISION SUMMARY

NOVEMBER ACTIVITIES CONTINUED:

There are some potential hazardous materials in the area from a previous clean up that are now slowing down progress. However, the engineering team and the construction management team from ODOT are working to resolve the issues and get the sewer work negotiated.

TSP – ODOT had prepared an IGA but found that several missing pieces so has withdrawn that and will resubmit as soon as possible. Kittleson is prepared to start the project as soon as ODOT and the City have an agreement in place.

SE 5th – This project may be pushed out in time to allow for more funds to be built up in the Fund Exchange program, as more will be needed for the SE 2nd Street project. The SE 2nd Street project and the fund balance in the Fund Exchange program will be monitored.

Beck Park Bridge – Structural engineers reviewed this bridge and provided a draft report for internal review. It is back to the review engineer with comments. It will be delivered to the City in December.

Tennis Courts – Because there were no bids, PW has been negotiating with Cody Taylor of Beynon Construction. We have been struggling to get an estimate for this work, but continue to press the contractor for estimates for spring construction.

Alameda School – ADA ramps have been constructed and a crosswalk has been striped on Alameda. Additionally, new stop signs have been installed on the back side of the school where the majority of pick up and drop off occurs.



ENGINEERING DIVISION SUMMARY

DECEMBER ACTIVITIES:

- SRCI contract negotiations.
- Water Master Plan.
- Issued 7 ROW Permits.
- Issued 4 New Addresses to new residential lots.
- Issued 2 New Address to commercial lots.
- Attended 0 PDAC meetings to discuss the expansion of a business.
- Attended 4 PDAC meeting to discuss the remodel of an existing building for a new business.
- Attended 1 PDAC meeting to discuss a partition of property for housing.
- Attended the Jacobs monthly safety meeting.
- Inspected the abandonment of 0 Backflow devices on irrigation systems.
- Multiple plan reviews for new construction.
- Held a bid opening for the SW 33rd St. sewer main extension.

S. Oregon Design – November 19th, City Council reviewed landscape vs all concrete ramps and provided direction. Jacobs contacted CK3 and has asked them to be on hold briefly as the City Manager explores some variation to the option moving forward. This delay will likely impact the timing of CK3 completing their design but, is essential to get “right”.

NPDES – City staff and Jacobs met with the Business Oregon One-Stop team to talk about funding opportunities. Jacobs presented the Keller Associates Task Order for Sanitary Sewer Rehab 2020 design at the Dec. 17 council meeting. Council approved. This design will be the basis for application for a CDBG. The CDBG opens up February through April 2020. The grant application will request the maximum \$2.5M.

CIP – Engineering is working on improving the cost estimating information for the CIP. Working with Anderson Perry to try to secure information developed for the Water Master Plan that applies to the CIP.

SRCI – Jacobs and the City are working closely to continue to develop options for the SRCI rate schedule. Splash Park/Skate Park RR – Jacobs had a minor set-back on schedule, as the architect was called out of the office for some time. The team is back on track and moving forward quickly to make up lost ground and get to a mid-February bid opening.

Lions Shelter – Warrington Construction was the low bidder for the concrete pad and sidewalk. They completed their work and Jacobs team is continuing to work on the final completion of the roof.
Water Master Plan – Continuing to work with Anderson Perry to get the WMP to a near final document. The team is planning to meet Jan. 6 to go over the current draft and begin to finalize the document.

TVCC Path – The City received a grant and Jacobs has begun the advertisement period. Bids open January 14th.

ENGINEERING DIVISION SUMMARY

DECEMBER ACTIVITIES CONTINUED:

Airport – Five bids were received for the SW 33rd Street Sanitary Sewer Extension. The low bid came in at \$59k. A Notice of Award will be sent to Warrington Construction after the Oregon required period for bid contest. Warrington expect to start construction sometime in late January or February. PW will work with them shortly after the New Year to establish a schedule.

WTP Slough – The report has been delivered to the State for review. The staff plans to complete the work on the project in the spring.

SE 2nd Street – The low bidder for Construction was Knife River. Their bid came in at \$2,996,814. ODOT was able to secure an additional funding to help cover the overrun. Knife River complained about the sewer work that was proposed to be done this fall within the footprint of the project and ODOT required the City to pull the advertisement and allow the work to be Change Ordered in by the Contractor (unless we cannot come to terms). There are some potential hazardous materials in the area from a previous clean up that are now slowing down progress. However, the engineering team and the construction management team from ODOT are working to resolve the issues and get the sewer work negotiated.

TSP – ODOT had prepared an IGA but found that several missing pieces so has withdrawn that and will resubmit as soon as possible. Kittleson is prepared to start the project as soon as ODOT and the City have an agreement in place.

SE 5th – This project may be pushed out in time to allow for more funds to be built up in the Fund Exchange program, as more will be needed for the SE 2nd Street project. The SE 2nd Street project and the fund balance in the Fund Exchange program will be monitored.

Beck Park Bridge – Structural engineers reviewed this bridge and provided a draft report for internal review. It is back to the review engineer with comments. It will be delivered to the City in December. Tennis Courts – Because there were no bids, PW has been negotiating with Cody Taylor of Beynon Construction. We have been struggling to get an estimate for this work but, continue to press the contractor for estimates for spring construction.

Alameda School – ADA ramps have been constructed and a crosswalk has been striped on Alameda. Additionally, new stop signs have been installed on the back side of the school where the majority of pick up and drop off occurs.

APPENDIX

FIELD SERVICES

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

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

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

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

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

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

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

APPENDIX CONTINUED

WATER TREATMENT PLANT

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

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

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

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

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

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

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

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

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

WASTEWATER TREATMENT PLANT

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

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

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

APPENDIX CONTINUED

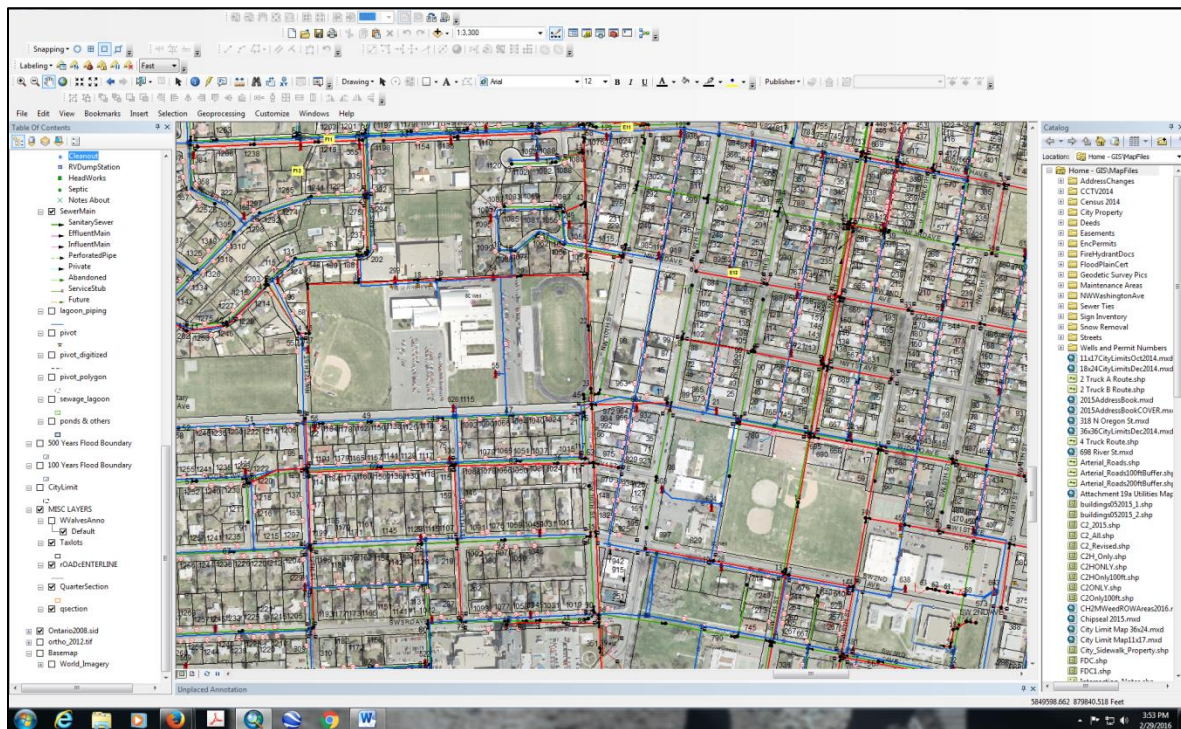
PARKS DEPARTMENT

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

ENGINEERING DIVISION

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

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



MALHEUR COUNTY COURT MINUTES

January 8, 2020

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. in the County Court Office of the Malheur County Courthouse with Commissioner Don Hodge and Commissioner Larry Wilson present. Staff present was Administrative Officer Lorinda DuBois, Surveyor/Engineer Tom Edwards, Building Official Adele Schaffeld, and Planner Eric Evans. Notice of the meeting was posted on the County website and Courthouse public bulletin board; and emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument#[2020-0090](#)

Public present was Tom Dey; and Larry Meyer of the Argus Observer.

PUBLIC HEARING – SUPPLEMENTAL BUDGET

Judge Joyce opened the public hearing for consideration of Supplemental Budget Resolution R20-02. Notice of the hearing was published in the Argus Observer and Malheur Enterprise. A public hearing was required as the supplemental budget will adjust the current budget fund by 10% or more of the expenditures of that fund. The purpose of the supplemental budget is to allocate transfer funds from the County General Fund in the amount of \$969,900; the funds are to be used to purchase property for the reload and industrial park project. This will make the Reload/Industrial Park Project fund appropriations total \$3,019,900. No public comments were received; no written comments were received. Judge Joyce closed the hearing. Commissioner Hodge moved to approve Resolution No. R20-02: In the Matter of Fiscal Year 2019/2020 Supplemental Budget by Resolution Under Local Budget Law ORS 294.471. Commissioner Wilson seconded and the motion passed unanimously. See instrument #[2020-0082](#)

COURT MINUTES

Commissioner Hodge moved to approve Court Minutes of the Special Meeting of December 30, 2019 as written. Commissioner Wilson seconded and the motion passed unanimously.

JUSTICE OF THE PEACE PRO TEMPORE

Commissioner Wilson moved to approve Order GO-01-20: Order Appointing Justice of the Peace Pro Tempore for Malheur County Justice Court During the 2020 Calendar Year. Commissioner Hodge seconded and the motion passed unanimously. County Counsel Stephanie Williams is appointed as Judge Pro Tempore for the Malheur County Justice Court. See instrument #[2020-0085](#)

AUTHORIZATION OF REFUNDS

Commissioner Hodge moved to approve Resolution R20-01: In the Matter of Authorization of Refunds by Tax Collector. Commissioner Wilson seconded and the motion passed unanimously. See instrument #[2020-0083](#)

INVESTING FUNDS

Commissioner Wilson moved to approve Order GO-02-20: In the Matter of Investing Any Sinking Fund, Bond Fund or Surplus Funds. Commissioner Hodge seconded and the motion passed unanimously. See instrument #[2020-0084](#)

BUDGET OFFICER

Commissioner Hodge moved to appoint Administrative Officer Lorinda DuBois as budget officer for FY 2020-21. Commissioner Wilson seconded and the motion passed unanimously.

AUDIT

Commissioner Hodge moved to approve the County's 2018-2019 audit prepared by Zwygart, John and Associates; and sign the plan of action correspondence to the Office of the Secretary of State. Commissioner Wilson seconded and the motion passed unanimously. See instrument #[2020-0088](#) and #[2020-0089](#)

BUDGET TRANSFER RESOLUTION

Commissioner Hodge moved to approve Resolution No. R20-03: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Wilson seconded and the motion passed unanimously. Funds transferred are within the Building Program budget. See instrument #[2020-0086](#)

PROVIDER CONTRACT – COMMUNITIES IN ACTION

Commissioner Wilson moved to approve Provider Contract for Juvenile Crime Prevention Services 2019-2021 with Communities in Action. Commissioner Hodge seconded and the motion passed unanimously. See instrument #[2020-0087](#)

CROSSING PERMIT

Commissioner Hodge moved to approve Crossing Permit #35-19 to Idaho Power Company to install a pole and transformers for service to a pump on Grove Road #920. Commissioner Wilson seconded and the motion passed unanimously. The original permit will be kept on file at the Road Department.

COMPARISON OF CALENDARS

Commissioner Hodge noted he would attend the monthly Emergency Management Team Meeting and Traffic Safety Commission Meeting on January 9th. Commissioner Wilson noted he would attend the Owyhee Watershed Council meeting today. Mr. Evans reminded Commissioner Hodge of the Vale LIT meeting on January 27th. Commissioner Hodge also plans to attend the NIMS Overview for Senior Officials course in Fruitland on January 28, 2020.

RELOAD FACILITY PROJECT

County Counsel Stephanie Williams provided an update in regards to the purchase of property from Farmers and the financing contract for the Special Public Works Fund (SPWF). Closing is scheduled for January 10, 2020. The loan funds will be deposited directly with the title company into escrow – they will not come to the County first. Commissioner Hodge moved to authorize Judge Joyce to be the sole signer on the closing documents. Commissioner Wilson seconded and the motion passed unanimously.

Ms. Williams discussed the draft finance contract for the Special Public Works Fund with the Court members. The Court proposed some changes to terms in the contract they wanted made. Ms. Williams is in discussions with Oregon Business Development Department (OBDD) regarding the finance contract terms. Some of the terms proposed by OBDD include: interest payments are due December 2020, 2021, and 2022; OBDD will file a mortgage on the property; the property can be leased; OBDD must consent to the sale of any property with 90 days advance notice; appraisals must be completed on all parcels sold and the price must be at minimum fair market value; and a 20-year operating agreement must be in place between MCDC and the County. OBDD will have to sign off on the partition documents.

In addition to the finance contract, OBDD requires a resolution from the Court authorizing the loan from the SPWF. Commissioner Hodge moved to approve Resolution No. R20-04: Resolution of Malheur County Authorizing a Loan from the Special Public Works Fund by Entering into a Financing Contract with the Oregon Infrastructure Finance Authority; and moved to authorize Judge Joyce to sign the finance contract at the closing on January 10, 2020. Commissioner Wilson seconded and the motion passed unanimously.

APPEAL HEARING - HUNTINGTON TRAVEL PLAZA

Judge Joyce opened the hearing on the appeal of the Planning Commission's decision to approve a conditional use permit application to amend an existing conditional use permit to allow two additional commercial activities at 5945 Hwy 30, Huntington (truck repair/truck wash and stand-alone restaurant). Planning Department File No. 2019-09-014; Appellant: Ben Wigley; Applicant: Huntington Travel Plaza; Owner: Nadiya Alibhai; Applicant/Owner's Representative: Joseph Alee

Present for the hearing were: Planner Eric Evans, Planning Management Assistant Tatiana Burgess, Environmental Health Director Craig Geddes, Joseph Alee, Larry Hinton, Clint Abbe, Watermaster Ron Jacobs, and Assistant Watermaster Jered Hoshaw.

It was determined that time limits would be 20 minutes for the applicant, 10 minutes for rebuttal, and 5 minutes for testimony. Judge Joyce directed that all testimony and questions be directed to or through the Court and not directly to witnesses.

Judge Joyce asked for any abstentions, potential, or actual conflicts of interest from the members of the Court; and asked for any ex parte communications or site visits to be divulged. Commissioner Wilson stated he did not talk to anybody, however himself and Commissioner Hodge did visit the site. Judge Joyce said he has had conversations with many of the parties involved and has been at the site.

Judge Joyce asked for any objections to the jurisdiction of the hearing; there was none. Judge Joyce asked if there were any objections to any member of the County Court hearing the matter; there was none.

Judge Joyce stated: Failure to raise an issue may preclude raising it before LUBA. Failure to raise constitutional and other issues relating to the proposed conditions of approval with sufficient specificity to allow the County Court to respond to the issue may preclude an action for damages in circuit court.

Judge Joyce asked for a Staff Report.

Planner Eric Evans: This is actually coming before you as an appeal from the decision the Planning Commission made on November 19th. They made a unanimous (5-0) decision to approve Mr. Alee's conditional use permit and it's actually an amendment to a conditional use permit he had prior. He was allowed in 2018 a convenience store, which included, I believe, a restaurant inside and a hotel. At this point in time, he has received the zoning permit for the convenience store; we haven't moved forward with the hotel yet. He is amending that in order to add a truck repair shop and truck wash and a detached restaurant as well. This hearing is on the record, so it will be everything that is in your stuff - our record through the Planning Commission; we shouldn't be allowing any new testimony to be heard. You also have a copy of the transcript I gave you a couple of weeks ago. Some of the reasons for the appeal - this is me paraphrasing his letter that he submitted to you that is in your packet:

1. They're harmful to existing businesses;
2. Project continues to build without sanitation compliance; and
3. Without accurate flow test, there is no way of knowing what the affect will be on neighboring wells.

In your memo that I gave you the Appellant's burden is to demonstrate the decision of the Planning Commission to approve the conditional use permit is not supported by substantial evidence in the record. You have three options today; it will be tentative decision and after today we will draft an order for you to sign next week, depending on which way you go. So, tentatively, you could uphold the Planning Commission's decision; you could overturn the Planning Commission's decision; or, you could remand it for additional considerations to the Planning Commission.

Judge Joyce asked for testimony from the Applicant.

Joseph Alee: Joseph Alee, site address is 5945 US Hwy 30, Huntington, Oregon 97907. As you all know, we're putting a truck stop over there; it was supposed to be a regular fueling station and then we got approved for TravelCenter of America so it will be a TA over there. TA requirement is to have a repair shop with the fueling station and that's why we applied to amend; and Mr. Ben is across the street from us, as you all know, he owns a repair shop too so he's worried about his business and we talked about it and he, I wish he was here right now, but, I get the feeling he wants us to buy his property, which, he's asking too much, but, he's just putting the pressure on us to go that way. We've invested so much money in it that we cannot back out of it now, we're about ready to open the doors; but without the repair shop TA will not allow us to open the store itself - that's the requirement.

Commissioner Wilson: I just had a quick question, now the IHOP deal will be a separate building also?

J. Alee: IHOP will be a separate building also because, initially we got approved for inside the building but IHOP does not allow to serve liquor or alcohol in IHOP's so that's why we had to move the IHOP outside the building and leave the bar inside.

Commissioner Wilson: And then the repair shop will also have the truck wash in it?

J. Alee: It will have a truck wash, yes sir.

Commissioner Wilson: And that's a requirement of Travel America?

J. Alee: That is a requirement sir.

Judge Joyce asked for proponent testimony.

Larry Hinton: My name's Larry Hinton, we're the engineer of record currently at the truck stop, working on (inaudible) drainage and engineering. We also assisted Mr. Alee in completing his amended application for his conditional use permit. In our mind, in providing that information, which is probably most likely in your packet, for a rural service center we were of the feeling that everything Mr. Alee was proposing was in line of the rural service center and the previous uses of which that facility has had - various businesses through the decades. Also, immediately following the last hearing it had been requested for data that had already been generated on the well pumps, so there had been a well test, and we did provide that to the Planning Commission as to assist in completing their package, it was one of the requests that came out of that hearing. Hydraulically the well test has shown that there was a total of four foot of draw down pumping at 88 gpm, of which is slightly more than a flow rate that is at the peak requirement allowed by Water Resources for that facility, therefore it has two large storage tanks for both the potable water and for the fire control water and other water that will be required on site of which the water balance on that is within reason. But again, we found that it was within the rural service center zoning, of which that facility has been in the past and should be in the future.

Judge Joyce: So was the Appellant's business there when the previous business was there?

L. Hinton: I don't know. He did not own that property then.

J. Alee: May I? His shop was on that property, Ben's repair shop was on that property itself and then after they sold it he moved it across the street.

E. Evans: I'll make a couple of notes; we did receive the pump record from Leon's Pumps, I'm not sure what the date is, for the draw down. It is actually not part of the record because it was received after the record was closed so I can't insert it as part of the record, but we did receive that. I believe we passed that along to Mr. Wigley as well. We do have an affidavit that I signed on the 4th of December, in which we mailed out the Notice of Appeal to Mr. Alee and Ben Wigley as well, so he did have notice.

Commissioner Wilson: Either one of you can answer this or Ron but I was reading all of this and Ron Jacobs had said that the water rights for .22 cubic feet a second, which is layman's terms I don't know what that is

Ron Jacobs: 98 gallons a minute

Commissioner Wilson: 98? because I saw that and... so if this was at 88 or something you're a little below that, what you're allowed to take right? And then the Snake River water right, that can be converted to wash the trucks?

R. Jacobs: Potentially, through a transfer process.

E. Evans: One thing to know about the truck wash that they didn't hit on is that it's actually not using fresh water on every wash, they have some sort of recirculation...

Commissioner Wilson: I saw that... a recycle deal. We ran into this a long time ago, I can't remember now what it was about, but it was a dispute over somebody had punched a well in and the neighbor thought that... so like, whether it's Mr. Wigley, or whoever out there, if they wanted to... don't they need to establish where their well level is, right now, before he goes into operation? That way if it did dramatically effect it, we'd have... is that what you were talking about in there? So it would be required then, it would have to cut back a little bit until it came up to that 5.61 gallons a minute, was the minimum?

R. Jacobs: Well it will be a good idea for him to establish the static water level measurement, but I don't know that it's required for him. However, the truck stop needs to do regular static water

measurements annually and potentially more often if the state required him to do that.

Commissioner Wilson: But that is covered in the conditional use permit that they agree to?

E. Evans: Well yes, the conditions of their water resources permit, yes.

Commissioner Hodge: Right now, according to this, I think, Ron, you mentioned in there that they had a permit to drill three wells and right now they are currently working off one well?

R. Jacobs: They've only drilled one well that I'm aware of so far.

Commissioner Hodge: So if it did change the water conditions out there, they still have the option that they could drill another well or maybe up to two more wells?

R. Jacobs: Yes. The permit is for three wells. They have to drill those wells within five years.

Commissioner Hodge: I was going to say, is there an expiration on it?

R. Jacobs: Five years to (INAUDIBLE) on this water right.

Commissioner Hodge: So when were those set up, two years ago?

R. Jacobs: I think the date was March, 2019.

Commissioner Hodge: So they've got until March, 2024, to make sure...

Commissioner Wilson: Well the other question I had was, in his reason for his appeal he touched on the sewer issues and said there was no sewage permit approval but it looks to me like that's covered in here. Isn't that that number two, the Department of Environmental Quality that...

E. Evans: Right. He obviously had stated some of these concerns at the meeting so we did add some conditions that...

Commissioner Wilson: And Mr. Alec understands that he has to meet those requirements, right?

J. Alec: That is correct. We cannot open unless we have all of this.

Commissioner Wilson: Where is that sewer lagoon or...

J. Alec: It's at the west end of the property, the four lagoons are over there.

Commissioner Wilson: Kind of over past those two tanks?

J. Alec: It is right past the two tanks, yes sir.

Commissioner Wilson: And there's a little sort of a draw in there or something?

Clint Abbe: It's across that draw.

L. Hinton: The high side.

Commissioner Wilson: Yeah, okay I didn't know how far over it went.

Commissioner Hodge: I think there's a fence around

MULTIPLE PEOPLE SPEAKING AT ONCE

E. Evans: So DEQ actually signed a land use compatibility statement. They haven't finished their permitting process but they felt like they were to a point where they could actually sign that and allow the development to continue forward.

Commissioner Hodge: So they've signed off enough that there's one building there, I don't know how many square feet that building is.

J. Alec: 13,000.

Commissioner Hodge: 13,000?

J. Alec: Yes.

Commissioner Hodge: You can see where, I assume is the diesel pumps, and then where the gas pumps look like part of it or the bulk of that looks like it's already been done. To me it looks like so far all of the permits must have been accepted and it was permitted and so you've been allowed to build.

E. Evans: In the conditions I made it a little more, a bit more on them that they had to be farther than sometimes are needed but that was to appease Mr. Wigley.

Commissioner Wilson: What the Planning Commission looked at and what I can see, that kind of answered my questions on those two, is his first issue, fortunately that's life, I mean...

E. Evans: Do we want to have these guys step back and ask for some opponent testimony and then we can have some deliberation? Or if there's anybody else that's opponents or proponents.

Judge Joyce asked for further proponent testimony.

C. Abbe: My names Clint Abbe, I'm the manager for Durbin Creek Ranch out there; Bruce and Mary Agar own it. I have visited with them about it and as far as my well goes I haven't done any tests but I don't see any difference in my well when he pumps his well or doesn't. As far as I'm concerned, and as far as Agar's are concerned, we are all good with it.

Judge Joyce asked for opponent testimony; there was none.

Judge Joyce asked for public agency testimony; there was none.

Judge Joyce asked for a summary, staff report and recommendation?

E. Evans: As he said, this is a rural service center. The purposes of our rural service centers have these industrial/commercial type of developments come out in the County in these rural areas. I think it meets exactly what it was and what it is intended to be for a rural service center so my recommendation would be to tentatively uphold the Planning Commission's decision.

Judge Joyce asked for rebuttal; there was none.

Judge Joyce stated it was time to close the public hearing and that no public testimony could be heard after this point unless the hearing was reopened or continued. There were no objections to closing the hearing. The hearing was closed and Judge Joyce asked for deliberation.

E. Evans: So what I would like from you guys is some, at least with the three points that he makes in his letter, what you guys want the order to say, some direction from you guys on those three main points. If you're okay, let's say, with the conditions that we put in the conditional use permit order or just something on each three main points.

Judge Joyce: Do you have a recommendation?

E. Evans: I think that all three points were addressed previously.

Commissioner Wilson: That's why I've got nothing. What I was going to say earlier was, what you guys approved with the conditions you put on looked adequate to me. If I had been on the Planning Commission I feel like those were adequate for two and three. My opinion on number one is, I own a office, a company, and if somebody wants to put one in right across the street from me that does the very same thing there's nothing I can say about it, I just better work harder or make sure my place looks spiffier or whatever but that's competition, so it will probably help both businesses.

C. Abbe: Ben has moved to Ontario and Baker and done the same thing in both of those towns, moved right in next to where there were other shops.

Commissioner Hodge: He's mentioned that in here.

Commissioner Wilson: That's just something that doesn't have any bearing on this, I don't feel like, the land use thing.

Commissioner Hodge: As far as I'm concerned, I think all his three concerns have been addressed by the Planning Commission and I'm happy with the contingencies they've put in place. My question, and I talked to Ron, the Watermaster here this morning a little bit, and if something comes up and it does affect the flow of the surrounding people, then they would have to cut back or something would have to be addressed and I think you've addressed that in here. So as far as I'm concerned I'm happy with the Planning Commission's decision.

Judge Joyce: I have no objection to their decision, it was unanimous. With that, I would ask for a motion.

Commissioner Wilson moved to tentatively uphold the Planning Commission's decision to amend the existing conditional use permit to allow two additional commercial activities. Commissioner Hodge seconded and the motion passed unanimously. An order will be prepared for the Court's approval.

Mr. Dey left the meeting.

RELOAD FACILITY PROJECT

The Court continued to discuss the terms of the finance contract for the Special Public Works Fund. Additionally, the farm lease documents with the Farmers are being drafted per the provisions of the Purchase and Sale Agreement. Consensus was to continue the Court meeting to Friday, January 10, 2020 in order for conversations to continue with Oregon Business Development Department regarding the finance contract and to review the farm lease documents.

MEETING WITH SCHOOL SUPERINTENDENTS

A request was received from Malheur Education Service District (ESD) Superintendent Mark Redmond for one member of the County Court to attend their Superintendents meeting on January 15 2020 for a discussion on school based mental health services. Commissioner Hodge said he would attend the meeting after County Court concludes that day.

CONTINUATION OF COURT MEETING

Commissioner Wilson moved to continue the Court meeting to 9:00 a.m. on January 10, 2020. Commissioner Hodge seconded and the motion passed unanimously.

The meeting continued on January 10, 2020 at 9:00 a.m. with Judge Dan Joyce presiding and Commissioner Don Hodge and Commissioner Larry Wilson present. Staff present was Administrative Officer Lorinda DuBois, County Counsel Stephanie Williams, and Planner Eric Evans.

Also present was Larry Meyer of the Argus Observer.

RELOAD FACILITY PROJECT

Ms. Williams reviewed various documents with the Court pertaining to the purchase of the Farmer property. OBDD made some changes to the finance contract. The Farmland Lease document with Farmers was also reviewed, as well as the Bill of Sale for three pumps on the property and the Option Agreement for purchase of 5 acres; a UCC statement will be filed on the remaining water rights. The Special Public Works Fund loan monies are to be wired from the State to the title company today - they will not go through the County's budget. Judge Joyce and Ms. Williams will attend the closing at the title company today.

See instrument [#2020-0285](#) for Resolution R20-04: Resolution of Malheur County Authorizing a Loan from the Special Public Works Fund by Entering into a Financing Contract with the Oregon Infrastructure Finance Authority. (Financing Contract number L20002A with OBDD is attached as Exhibit 1.)

Legal Opinion of County Counsel recorded as instrument [#2020-0286](#)

Agreement and Indemnification Regarding Hazardous Substances recorded as instrument [#2020-0287](#)

Warranty Deed between James G. Farmer, Margaret Farmer, and Charles Warren Farmer and Malheur County recorded as instrument [#2020-0140](#);

Line of Credit Instrument, -Mortgage, Security Agreement, Assignment of Lease and Rents, and Fixture Filing between Malheur County and the State of Oregon, Acting by and Through the Oregon Infrastructure Finance Authority of the Business Development Department recorded as instrument [#2020-0141](#)

Farmland Lease and Right of First Refusal of Water Rights between Charles Warren Farmer, James G Farmer and Margaret Farmer and Malheur County recorded as instrument [#2020-0142](#)

Option Agreement for Purchase of Land between Charles Warren Farmer, James G. Farmer and Margaret Farmer and Malheur County recorded as instrument [#2020-0143](#)

Bill of Sale for Personal Property recorded as instrument [#2020-0288](#)

ORDER - HUNTINGTON TRAVEL PLAZA

Planner Eric Evans presented the Order upholding the Planning Commission's decision approving an amendment to the conditional use permit for Huntington Travel Plaza. The hearing on the appeal of the decision was heard by the Court January 8, 2020. Commissioner Hodge moved to approve Findings of Fact Conclusions and Order GO-03-20 - In the Matter of Appeal of Planning Commission's Decision Approving an Amendment to a Conditional Use Permit for the Construction and Operation of Two Additional Commercial Activities in a Rural Service Center Zone - restaurant and truck repair/wash for Huntington Travel Plaza LLC. Commissioner Wilson seconded and the motion passed unanimously. See instrument [#2020-0110](#)

ADJOURNMENT

The meeting was adjourned.

MALHEUR COUNTY COURT MINUTES

January 15, 2020

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. in the County Court Office of the Malheur County Courthouse with Commissioner Don Hodge and Commissioner Larry Wilson present. Staff present was Administrative Officer Lorinda DuBois, Surveyor/Engineer Tom Edwards, and Building Official Adele Schaffeld. Notice of the meeting was posted on the County website and Courthouse public bulletin board; and emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument #[2020-0235](#)

MINUTES OF SPECIAL MEETING

Commissioner Hodge moved to approve Joint Special Meeting of the Counties of Baker, Deschutes, Grant, Harney, Jefferson, Lake, Malheur, Wasco, and Wheeler minutes as written. Commissioner Wilson seconded and the motion passed unanimously.

CROSSING PERMITS

Commissioner Hodge moved to approve Crossing Permit #01-20 to Idaho Power Company to replace poles on Stanton Blvd. #762; and Permit #02-20 to Idaho Power Company to replace poles on Heinz Blvd. #771. Commissioner Wilson seconded and the motion passed unanimously. Original permits will be kept on file at the Road Department.

EMPLOYMENT AGREEMENT - SMITH

Commissioner Hodge moved to approve Malheur County A-level and B-level Inspector Employment Agreement with Richard H. Smith. Commissioner Wilson seconded and the motion passed unanimously. See instrument #[2020-0237](#)

SUPPLEMENTAL BUDGET RESOLUTION

Commissioner Hodge moved to approve Supplemental Budget Resolution No. R20-05: In the Matter of Fiscal Year 2019/2020 Supplemental Budget by Resolution Under Local Budget Law ORS 294.471. Commissioner Wilson seconded and the motion passed unanimously. The purpose of the supplemental budget resolution is to allocate additional State Mental Health funds that were received but not anticipated when the adopted budget was prepared; these funds are passed through to Lifeways who the County sub-contracts with for mental health services. See instrument #[2020-0236](#)

REQUEST TO CHANGE BOUNDARY OF NYSSA AND ONTARIO SCHOOL DISTRICTS

A request to change the boundary of Nyssa and Ontario school districts, by mutual consent of the districts was received. A hearing on the request will be held on February 12, 2020. See instrument #[2020-260](#) and #[2020-261](#)

COMMUNITY IN ACTION - UPDATE ON TEMPORARY TRANSITIONAL HOUSING PROJECT

Heather Echeveste, Community in Action Housing Programs Manager, met with the Court and provided an update on homelessness and the temporary transitional housing project on North Oregon Street in Ontario. Community in Action, in partnership with Origins Faith Community, have been working with the City of Ontario on the temporary transitional housing project. City owned property on N. Oregon Street will be utilized as the site for the project. Community in Action has entered into a contract for the construction of 20 units that will be used for overnight winter shelter. (The units are 8x10 (80 square feet) garden sheds that will be insulated and have a window, door, interior light, heater, electrical outlet, and bed (cot) (cost is \$3990 per unit); Ms. Schaffeld noted that the electrician for the project has said that the electrical code also requires a light on the outside of each unit.) (These units are not tiny homes - they are temporary transitional housing units.) Funding for the project is through a State grant in the amount of \$150,000; this is a pilot project and will only run through the end of April 2020. If the pilot project is successful there will be an opportunity to apply for another grant to expand on the project. Portable toilets will be setup on the site; and the warming day shelter at Origins offers showers, a laundry facility, and a daily meal. There will also be onsite supervision at all times.

Case management services will be provided to those who utilize the temporary transitional housing project; it is projected that stays may be up to 90 nights. As part of case management, individuals will be required to secure employment, apply for a HUD voucher for housing, and apply to the low-income housing facilities in the county in order to secure permanent supported housing.

Community in Action has offered a Ready to Rent monthly class for at least the last 18 months and no one has attended the class. Community in Action has now joined the local landlords association and is encouraging landlord's to make the class a requirement of lease agreements. Another Ready to Rent class was recently held in which nine participants attended. Success stories include removing two families from the river (both had been there for multiple winters) and securing permanent supported housing for them. One individual went back to school and completed their degree. It is important to note that for some, homelessness is a way of life and they do not want to change; but for many it is not a choice and these programs can help those people.

The priority list will be: elderly and disabled, families with children, and extremely low income.

Commissioner Hodge inquired about electrical services to the units. Ms. Schaffeld explained an underground electrical permit will be needed as well as permits for each unit. The electrical will be run underground to each unit and there will be feeders (similar to a manufactured home lot) with a shutoff on the outside of each unit.

Ms. Echeveste answered questions from the Court; the Court thanked Ms. Echeveste for the update.

Ms. Schaffeld and Ms. DuBois left the meeting.

APPEAL HEARING - BRUNING

Judge Joyce opened the quasi-judicial land use hearing on the appeal of the Planning Commission's decision to approve a conditional use permit application for two non-farm partitions and two non-farm dwellings. Planning Department File No. 2019-10-006; Appellant: Donna Shenk. Applicant: Harold and Deborah Bruning. Property Identification: Tax Lot 200, T23S, R47E, Sec. 6; Assessors Map 23S47E; Ref. #11043. This matter was a de novo hearing pursuant to the Court's Order of December 18, 2019 (instrument #[2019-4639](#)).

Present for the hearing were: Planner Eric Evans, Planning Management Assistant Tatiana Burgess, Harold and Deborah Bruning, Donna Shenk, David Shenk, Janet Shira, and Ronney Yost.

Judge Joyce announced that time limits were 20 minutes for the applicant, 10 minutes for rebuttal, and 5 minutes for testimony; and directed that all testimony and questions be directed to or through the Court and not directly to witnesses.

Judge Joyce asked for any abstentions, disclosure of potential or actual conflicts, biases, ex parte communications, or site visits to be divulged from the members of the Court. Commissioner Wilson stated he has been by the property but has not talked with anybody.

Judge Joyce asked for any objections to any members of the County Court hearing the matter; there were none. Judge Joyce asked for any challenges to the County Court's jurisdiction to hear the matter; there were none.

Judge Joyce read the following land use statements into the record: Oregon land use law requires several items to be read into the record at the beginning of this hearing. The applicable substantive criteria upon which the application will be decided are found in Oregon state rules and laws as well as local code provisions which are specifically set out in the staff report and include the Malheur County Code 6-6-7, 6-6-8-1, 6-6-8-2, and OAR 660 Division 33. Testimony, arguments, and evidence presented must be directed toward these approval criteria or other criteria in state law, the Malheur County Comprehensive Plan, or the Malheur County Code that the speaker believes to apply to the decision. The failure of anyone to raise an issue accompanied by the statements or evidence sufficient to afford the decision makers and the parties the opportunity to respond to the issue will preclude appeal on that issue. An issue that may be the basis of an appeal must be raised no later than the close of the record. Such issues must be raised and accompanied by statements and evidence sufficient to afford the decision makers and the parties an adequate opportunity to respond to each issue. Failure of an applicant to raise constitutional or other issues relating to the proposed conditions of approval with sufficient specificity to allow the decision makers to respond to the issue precludes an appeal before LUBA or an action for damages to circuit court.

Judge Joyce asked for a staff report.

Eric Evans: We met on December 18th regarding this. We had an application from Mr. and Mrs. Bruning for two non-farm partitions and two non-farm dwellings; one of the non-farm dwellings actually already exists, but we will get into that a little later. The Planning Commission met on November 19th and approved that conditional use permit unanimously, 5-0, we only had five there that day. Notice was published in the paper, we did have a little bit of a mistake I guess, a snafu in my office, we initially sent the wrong date for the hearing, and then we sent a second notice - the next day, correcting that. Mrs. Shenk received the first notice, and she attempted to come to the hearing on the 20th instead of the 19th. So again, we met on the 18th of December to discuss that, you found there was good cause to hear this de novo rather than on the record. So that's what we're doing here today. Some of the reasons for the appeal: that it can't be shown to benefit the community as a whole; it's a strain on services, for instance, road, water, law enforcement, medical, school district, and fire; unfarmed lands act as buffer zones for wildlife conservation; not substantial evidence to support the CUP; and, I think one of the big things is that the Appellant definitely wanted to have that opportunity that she wasn't afforded to the first go around. They do have the burden to demonstrate that the decision of the Planning Commission was not supported by substantial evidence on the record; and you can do three things, our normal three things: uphold; overturn; or remand back to the Planning Commission.

Judge Joyce asked for Appellant testimony.

Donna Shenk: (Ms. Shenk read from her prepared statement.) I'm Donna Shenk. I've lived in my present location for 64 years. During that time the government has changed my mailing address five times. I've seen many changes. When the present land use law was enacted, we, like many others thought they were unnecessarily restrictive. Over the years they have at times affected a lot of us now and then with restrictions we felt were an intrusion of our ability to use our property as we thought best. However, we realized that any law that seeks the good of all us would at times seem repressive to some of us. Time however, has clearly demonstrated not only the need for them but we have realized the protections they afford us all. I for one am very thankful for them. I realize that any major decision I make regarding the land that I believe I hold in trust for the next generation, will have some effect on my neighbors as well as the entire community. It is with this in mind that I strongly object to any liberalizing of our present zoning laws, where it cannot be shown to benefit the whole of Malheur County. I would like it recorded that I am in no way harboring any animas against the Brunings. In March 2015 I learned that Mr. Bruning had constructed a small pump house containing a pump to withdraw water from Succor Creek for which he has a water right, but he mistakenly placed it across our property line. I wrote him a brief letter which solved the problem with no hard feelings that I know of. I have enclosed a copy of the letter, which was approved by our lawyer before I sent it.

The Bruning petition for the subdivision of his property with the attached building permit, while financially beneficial to his interest cannot be shown to benefit the community or the county as a whole. This community is suited for its historic use which is farming. It is not suited for residential use. If a new residence is needed there are an abundance of areas of all sizes and locations that are zoned for and available for that purpose. Though the division of that property will add to its financial value, and counties sometimes mistakenly grasp residential zoning to broaden their tax base, it is penny wise and pound foolish for all but the individual who has enhanced his property value at the expense of the county and its residents. The Bruning farm has been for sale for the past year, although the signs have recently been removed. While it may actuate a real financial gain to the property

owner, for the counties and its citizens, it is an added burden to our operating costs. In every single instance, shown in a hundred and sixty studies, the costs in services is far more than is realized in tax revenues. My head is stuffed full of studies but the least cost raise in services listed was 40 plus percent and in some cases, it is well over 100%.

The reality is, our civil services are provided by the volunteer services of Homedale, who have reciprocal arrangements with its surrounding neighbors. With 600 families a month pouring into Idaho the strain on those services is staggering. Our own access, therefore to Homedale's assistance is compromised.

Specifically, Roads: The Stateline Road is totally maintained by the Homedale Highway District. This road is the one accessed by the Bruning driveway. The traffic on these roads is greatly increased, and we do not know why that is. These roads, once adequate for our farm traffic are far from it now. For the past 30 years, for every one time the County grades the roads, the farmers with their equipment grade them three times. When we went home from meeting with Eric there were two big John Deere tractors doing the roads thank God. I don't know when Mr. Tiffany last traveled these roads, but he erroneously states that the site proposed for building will have no need for a culvert and there is no visibility problem. As for visibility it is and has been for sometime advisable to send a pilot car ahead of any equipment both for the safety of the moving machinery as well as anyone else on the road. There are several blind corners in Desert Glen Road from where it intersects Stateline, on out to the highway. Very near or abutting the proposed building site, there is a huge spot in the road in which the hard foundation is completely gone as well as the road mix. At ninety years of age, I could, without a bar, dig a hole and set a post in it. By the time this winter, if wet as predicted, is over it will be a bog and I will have to go around to access Market road where Dave lives. Water: Domestic is a real problem, both in quality and amount. We hauled our water for years as did most other farms. What provision is being made for the division of this now fractured water right? Will two head gates be provided? Will the water district be responsible in setting times and amounts of use? A new well will need drilled for domestic water. Since it will be below my well which is 700 feet deep, how will that impact my water supply. Law Enforcement: Hardly adequate as is. We are 30 miles from the headquarters of our law enforcement. Medical services: I recently was hospitalized and we met the ambulance in Homedale. We waited for that volunteer service for at least 20 minutes. School District: Already strained to its limit. Fire: While we are officially under the voluntary service of Adrian Fire District, the practical reality is this, we use that of Homedale. We surely appreciate those guys but it is at best iffy. Every new residence, as well as training all the civil services, adds to fire danger. A study by Underwriters Laboratory's states, "a house built 30 years ago took 17 minutes to burn, new construction homes burn in less than 5 minutes." I recently had a discussion with our insurance agent who told me that the bulk of the cost of my coverage was for fire loss. Because, he said, "basically you have no fire protection." The residence is a primary source of fire. And while it seems like a good idea to set them out on these knobs, (inaudible) the farm ground, that would be right, but I've seen those hills burn like crazy and they burned right up to the canal and thank God didn't jump it. A fire set on those bare hills goes like mad and it's not long until it has to meet an obstacle that can stop it; a grain field sure wouldn't stop it - a ripe grain field.

Last but not least to most of us, Wildlife Conservation: the building site proposed in the present petition is in the perfect environment of the once numerous Ground Owl, a farmers' friend. I haven't seen one for many years, but within our farmable grounds are small bits of habitat suitable for them. The Antelope Ground Squirrel: again, I have not seen one for years but there are still a few. The Cotton Tail Rabbit: still a few but sometimes I don't see any for two or three years; they used to come up in the yard. The Owls and others still left are a part of what makes our quality of life special. These oasis of unfarmable acres are desert wildlife habitat. They are buffer zones and we need them. Long after the Brunings have moved on and I am gone I hope that Malheur County will still be secured by the protections provided by the present agricultural zoning statutes. Once they are breached for the benefit of an individual, they are vulnerable to further degradation. One million acres every year are being lost to agriculture, a loss to every citizen in this country and especially in this county. You are the guardians of those laws. I hope you will not add any more acres to that number of vanishing agricultural acres. Thank you.

David Shenk: Well I'm coming from it a little different angle a little bit. I sat on planning and zoning in Owyhee County for several years. I first of all thank you for hearing me because I do not live in Oregon, I live in Idaho, 3993 East Market Road.

Donna Shenk: He owns part of the property.

David Shenk: I do have a vested interest in that property because when mom's gone I'll be a 1/3 owner.

Donna Shenk: It's in an LLC.

David Shenk: As I shared with Harold, I served with Harold on the water board, problem one of the issues that I have even with the process is what it does; and it was an issue I had when I set on planning and zoning, is the conditional use permit process somewhat lost its way a little bit. I've seen it, not just in Owyhee County but in Malheur County and other counties, and it tends to put neighbor against neighbor when a plan and P&Z map and all those things are available and they're strictly enforced then it is a buffer between neighbors. I don't know exactly how you're set up here, but in Owyhee County the use is automatically to be denied unless just cause can be shown. And we used to say this disclaimer 'one use does not set a precedence for another, or this hearing doesn't' but we all know that it does, and partly because when the plan is not allowed to really work fully then you get into spot zoning, and that's what this will be. The reasons for the P&Z, this is my view, is to take care of the unforeseeable that laws can't and it is to protect and help, maybe even enhance, the laws intent. For example, if you had a farm that prior to this latest law that you operate under, was separated from its farm dwelling, and the people bought it and they had to travel to take care of that farm, then you could provide, through the conditional use permit process a home dwelling for that farm use. That would enhance the use of that farm, so you're stabilizing agriculture at that point because you're eliminating a hardship. But when it's strictly for a monetary gain, and this is what I saw, when a piece can be taken off, and the premises well it is dry ground, and I commend that, that's better than irrigated ground, but when it is taken off you've diluted, you've kind of diminished the whole purpose of your zoning laws when you say okay, we're going to make this exception; well there's lots of dry knobs in Malheur County, just like in Owyhee County. What I see with this is then when you allow that use it does set a precedence

because the next guy considering it says, well P&Z is open to that; when the intent is we're trying to keep the very reason why people come to Malheur County, and used to come to Owyhee County, anymore I'm kind of starting to wonder why they come to Owyhee County because it's a free-for-all, but the reason they came was its remoteness and the sparse population and that type of life; and your zoning laws protected that. When you set that aside for a reason other than the necessity to help that agricultural process, yes, it is beneficial gain, and we've all went through hard times; two years ago I was struggling very hard to hang on to my outfit and the temptation, and I could easily sell pieces and parts off, in Owyhee County you can do it easily. I'm willing to die by my own sword, when I was talking to the bank I said I'll be damned if I'm going to just sell off a little piece here or there, it's all or nothing. I said, because someday we're going to need to hold this in trust and give it to somebody else. This is the reason why I see planning and zoning becoming a problem between neighbors, because if it was allowed to work, and I put this in the paper and wrote quite an article on it, if it was allowed to work neighbors are not testifying against neighbors. The plan works; and if the plan's wrong the people come together collectively in that county and change the plan, they'll amend it, they'll do something. When you step outside of that you encourage further hearings just like this.

The other little issue I have is any developments out there from Price's that way is putting a burden on Idaho and in particular the Homedale services; because realistically Adrian ambulance cannot transport, they can stay there with the person and stabilize them until medical people can get there, so realistically nobody's going to use them and they don't. So, we're putting further strain on the Homedale ambulance system, the fire system, with no revenues brought in. And roads, six times to one they're going to go through the Homedale highway district from that community. So, there you have what I have to say. I do want to close with this, I was a little different take on it than my family out there but I want to say whatever you decide I respect and I do hope that my neighbors will still be my neighbors when this is done because I'm speaking from my heart and I don't like being in this position. I saw neighbors torn apart in planning and zoning out there and I also saw neighbors that advocated the use, got the use, come back before me and set there and be against the very same use when their neighbor tried to do it; and that's a little rough. So, I'm just sharing with you how I see things. Thank you.

Ronney Yost: I'm Ronney Yost, and I live by the Shenk's on Lonesome Road. I don't care if they build another house. My son wanted to build a house on our place and they said you can build one but then you've got to tear the other one down, so there would only be one house on my place, as soon as that house got built I would have to tear the old one down, and that's what they told him, whenever he came and checked on that. And I don't care if they build another house, I want the other house, it can be a hired hand house, but they can't sell it, no one else can live in it except for a hired hand. Beings I can't build without tearing mine down. But they said we could build a house but then mine's got to go down. That's what I'm complaining about; they can have two houses there where they said I could only have one after I built a new one.

Commissioner Wilson: How big is your property that you're talking about?

R. Yost: It's 110 acres. And I've got another place...

E. Evans: If you want to have that discussion then come into my office and we can discuss that. The law allows, if it's 110 acres, exactly what the Bruning's are doing.

Commissioner Wilson: The reason that I ask is, I thought my place is just under 80 acres, I'm south of Cairo towards Nyssa just a little bit, I think its 78.9 acres, well the only reason I even got to build there was because there was an existing home, two old farmhouses on it, in fact my wife is still mad at me because I haven't torn them down in 12 years or whatever, but I could either, if I kept them, if I was a farmer I could keep them for farm help that work for me, otherwise, I didn't have to tear them down but I had to disable them to where they couldn't be lived in...

R. Yost: Yeah that's what they said to me

Commissioner Wilson: So, they're just a shed for me now, and then we got to build a replacement dwelling. That's why I asked, but if yours is 110 acres I think you got some misinformation somewhere, and Eric's fairly new at the Planning but

R. Yost: That was a couple years ago when he asked.

Commissioner Wilson: you could talk to him if you

R. Yost: It could be done then out there without tearing the old one down

Commissioner Wilson: Yeah it sounds to me like

E. Evans: Definitely worth the conversation.

Judge Joyce: Question, how long have you lived there?

R. Yost: Since 1970.

Judge Joyce: 1970, okay.

R. Yost: And he's talking about the roads, if they build a house I wished they'd take better care of the roads. There was a washout in front of our house, it ran into the ditch and there was a big rut there, (inaudible) hear a big ole bang out there, a car or a pickup or something had hit that big ole rut.

Judge Joyce: What road is that?

R. Yost: Desert Glen, right on the corner of Desert Glen.

multiple talking

Commissioner Wilson: Dave, did you have Jim Thomas, did you have Jim call me about the roads out there

David Shenk: That would've been Paul

Commissioner Wilson: Okay, alright, that's what I was thinking

multiple people speaking at once

David Shenk: There's a stop sign out there that's been down, broke off, for two months and Mr. Tiffany comments a lot on a road that he does very little with.

R. Yost: It's on Succor Creek Road right there when you go on Succor Creek Road.

Judge Joyce: Bottom of the hill or top?

multiple speaking at once: bottom

R. Yost: (inaudible) on Ridgeview Road they pushed it over, it was a metal post there and they just pushed it over, they ran into it, whoever done it planned on doing it.

Commissioner Wilson: One thing about it, we're all paying taxes here so when that stuff goes down call Dave Tiffany, that's his job and if he doesn't hear from anybody then, but if he hears and you never hear anything back why I guess call us. But he's supposed to take care of that.

David Shenk: You might ought to drive out there once in a while.

Janet Shira: How long has he been in his position?

multiple speaking: a year, little over a year

Commissioner Wilson: Rich Moulton was there prior to that for quite a while.

Janet Shira: I just remember it used to be, it's been quite sometime back, but those guys, you guys would have snow and Ontario would have snow and we wouldn't have anything, and the road crew would come out to grade the snow, to plow the snow, and they'd hide out in the orchard and wouldn't go back. That's been a long time ago.

laughter

David Shenk: There's some funny stories about that.

Janet Shira: Yeah, not so funny.

Donna Shenk: They've taken the orchards out now so they can't, there's nowhere to hide

laughter

Commissioner Wilson: Took their hiding spot away huh

David Shenk: When Adrian called and tried to get that hill there, we always called it (inaudible) hill (inaudible) for years and department of Oregon wouldn't take care of it, nobody would listen. Their motor home come down and crashed into the bank before the school bus run off to avoid hitting the school bus and after that it got sanded real regularly.

R. Yost: This was quite a few years ago, there was a gopher hole right under the road and it caved in and one spot had a hole about this big so I called the County up and told them there was a hole out there and they got me, I showed them where it was and they said okay and they acted like they weren't going to fix it, and I had a stick in it so, I didn't have a post, I just had a stick in case somebody hit it, and there were quite a few guys that hit that hole and I called them up and they said they weren't going to do anything and I said well I don't care if you fix it or not I know where the hole is but the other guys don't. They finally come out and fixed it, but I was surprised, they said we don't care.

Judge Joyce asked for testimony from the Applicant.

Harold Bruning handed out a packet to the Court members; these documents will be incorporated into the Planning Department file. The Court individually reviewed the documents.

Harold Bruning: My name's Harold Bruning, 1113 Stateline Road. (Mr. Bruning read from his prepared statement.) There are three major concerns that Donna Shenk in her appeal to the approved decision of the board. I think we've satisfied all three of these. Liberalizing of the zoning law. The Brunings are in no way trying to change the zoning laws of Malheur County. The request that has been made aligns with these current laws and within the parameters of the existing laws. The agricultural use of the Bruning parcel will not change from this portion. The number of acres farmed will neither decrease or increase. The farming of a certified organic alfalfa and lavender will continue as currently being done. When the Brunings moved here in 2005, the intention always was to build a new residence on this piece of land and now they are in a position to improve the land in this way and time. Number two. Public safety network: the road maintenance, fire, law enforcement, used by this new property will indeed be supported by Malheur's network, and will be supported by a payment of taxes of the new residence. If the taxes assessed by the county do not cover the cost of the services provided, this is a different issue entirely, and should be addressed at the governmental level, not at the expense of one single family. Wildlife and conservation: It is very important to the Bruning family. The entire 142.68 acres that the Brunings own are certified organic. The farming of the Bruning ranch is done with the intent and a purpose to have the most limited impact on wildlife. Below is an attestation in support of the proposed division of the Bruning property at 1113 Stateline Road.

If you turn back to the page, the map from GPS, you can see that Donna Shenk's house is approximately 2.3 miles from the 1113 Stateline Road. There is also concern in her letter of Desert Glen and Stateline being a corner or an intersection that you cannot see. If you turn to the next page you'll see that there is a 53 foot haystack hay truck on the corner and this is about, not having the footage down, about a quarter of a mile away from this truck right here, you can see it clearly on Desert Glen going to Stateline. If you go to the next page you can see that David Tiffany, who is the head of the County road condition, has approved this house (inaudible) road, said there won't be no objection. The next one is Adrian Fire Department; he says that there will be no problem either. And then you go to South Board of Irrigation; and John Ellis said there would be no problem. So, I think that we have tried to cover all the bases that the law allows us to do and that's why it was probably passed the first time. That's all I have.

Judge Joyce: So, what's the eight minutes for on this first map?

Deborah (Debbie) Bruning: That's how long it takes to get from the proposed home site to Donna Shenk's house down Desert Glen Road. And, from the proposed house site, we would never, I would not say never, but you'd wouldn't go that way to get, exit to go to town, you would go, because we're only like 200 yards to Stateline Road which is then a paved road which you would take to go into town. The problem that she's worrying about with the road conditions isn't going to be affected because, like I say, we're only 200 yards to the Idaho border, about 200 yards from where the new home site's going to be, and that's on Desert Glen.

H. Bruning: There's absolutely no reason for us to go a gravel road all the way out; traffic goes out Stateline Road and goes to Homedale, or up the highway to Ontario.

E. Evans: For my staff report can you tell me who these signatures are?

D. Bruning: The first one is Nathan Brown, he lives at 1039 Stateline Road.

E. Evans: And then is it Betty Johnson?

D. Bruning: Yes, Betty Johnson, she's the bordering neighbor to the northeast. That one is Debra Greco and David Greco is the next one, they are in Adrian.

Court staff member: What's the third one, I'm sorry, after Betty?

D. Bruning: That's Clint Nelson, and they're on Succor Creek Road.

E. Evans: Then Miller, David Miller?

D. Bruning: That's Machen. They are in Adrian. And then Deborah Machen is in Adrian. The last one is Sharon Atkins, she borders the property straight to the south. Her property borders ours to the south.

(Names of persons who signed the Bruning document were: Nathan Brown, Betty Johnson, Clint Nelson, Debra Greco-Machen, David Machen, and Sharon Atkins.)

H. Bruning: Any questions, other questions?

E. Evans: I did go ahead and put that up there. Right in the south, in the middle is the Bruning property. I'm not sure if the Shenks are on there or not or if I have to zoom out a lit bit.

(The Court members and those present reviewed a map of the property online.)

Commissioner Hodge: Can you point to that area?

E. Evans: This is the Brunings. Their proposal is two non-farm partitions. One of them is here, this is the existing house this little dot here.

Judge Joyce: That's Succor Creek that runs right through the bottom end.

David Shenk: This is Donna Shenk's residence here.

Judge Joyce: Okay, so that fits with this map, right?

H. Bruning: The Shenk map yeah. One is from the Google Map Road, MapQuest, and then this one right here is off (inaudible)

E. Evans: Okay, so this is the existing house. They are going to do a non-farm partition that is going to include 5 acres here and then this unfarmed ground with no irrigation

Commissioner Hodge: So where is the new house going?

multiple people speaking at once

H. Bruning: On the knoll right there.

E. Evans: But then this bottom part is going to be about 27 acres.

Judge Joyce: Where do you live Ronney? Where's yours?

H. Bruning: You'll have to zoom out a little bit.

R. Yost: Lonesome Road and Desert Glen.

Commissioner Hodge: So how deep are you going to have to go on your well?

H. Bruning: Our well right now is around 83 feet; our water table is at 17 feet.

Commissioner Wilson: That's pretty good.

H. Bruning: Yeah, we get about 12 gallons a minute.

Commissioner Hodge: Is it good drinkable water?

H. Bruning: We use it, I don't know if it's good.

multiple people speaking at once

Judge Joyce asked for rebuttal testimony.

Donna Shenk: It's just the general thing, if everybody can get it set aside to build a house on the knob somewhere, we farmers historically, it's been in the newspapers, the conflicts that occur between residential housing and farming. It just doesn't work. And like I say, I'm concerned also about habitat for the desert wildlife which is very fragile.

Judge Joyce asked for response from Brunings.

H. Bruning: I am concerned the same that you are about wildlife, that's why we are certified organic; we don't spray, we don't do anything on our property, we maintain it the best that we can. There's a concern that people have about farming, me being a farmer I kind of know where to go with this, they're concerned about wildlife but then a perfect example of that is, this is for your own personal, I don't think it has anything to do with our goal here, but their own personal is that then they'll farm out, and the farmers now a days don't have 100 people that come over and help them on the farm, they have a swather that does 32 miles an hour; no wildlife will get out of the way, nothing. And they have combines, they have all this other stuff that people say they're concerned about the wildlife, if you're concerned about the wildlife that's what you've got to stop. In the old wagon days when they had the horse and little sickle bar animals got out of the way.

Donna Shenk: You're right about that. I've seen more pheasants this year than I've seen for a long, long time.

Judge Joyce asked for staff comments.

E. Evans: I do have a couple of things. Mr. Shenk had some concerns regarding the legalities and possibly going against our plan. ORS 215.263(5) is actually what allows for non-farm partitions; they pay ten years of back taxes, they can do it one time for a parcel, but statute allows for this to happen. I wouldn't have put this in front of my Planning Commission if it wasn't legal. ORS 215.284 actually allows for non-farm or non-resource dwellings to be placed on the property, I could be wrong on that second statute, but allows for the placement of these non-farm dwellings; that actually might be dwellings in conjunction with farm use though. The second thing, there was no comment from ODFW; this isn't an area of critical wildlife or fish habitat.

Commissioner Hodge: Not in the middle of sage hen habitat and stuff like that?

E. Evans: Right. Our Comp Plan spells out that we don't do these types of things in critical wildlife habitat. This area hasn't been designated critical for anything. Also, our Comp Plan and what state law allows is reasonable conditions to be applied towards concerns and whatnot. One of the concerns that I've heard quite a bit is the agricultural versus non-agricultural uses. This actually maintains EFU and possibly ERU so it has that underlying zone designation still. Both of these new non-farm dwellings, as a condition of approval from the Planning Commission, has to record on their deed the Right to Farm Statement and saying basically myself and my heirs and successors cannot sue anybody for doing normal agricultural practices.

Judge Joyce closed the hearing and stated that no further public testimony could be heard unless a continuance or request to leave the record open was received; no request was made.

Judge Joyce asked for deliberation.

Commissioner Wilson: I've got to commend you Mrs. Shenk you write well; kids nowadays can't write anymore. I mean mine's not as good as yours and my mom was a school teacher so she used to get on me. I understand her concerns. I know from my real estate background stuff, they met the criteria as far as being over, that parent parcel ended up you had to be over 80 acres that was left, you can split off two parcels. This one is not creating a new house, it's already there on the one parcel. I don't always agree with it but on this one they're not losing any farm ground, irrigated farm ground, or they're not gaining any either but it's not losing any either. This rule is pretty restrictive, and the one thing I wanted to say, Oregon has a land use plan, and my contention is it's one size fits all. I don't know why we're the same as the cranberry growers down at Bandon or in Portland or somewhere but this is what we have and there's a reason we don't look like Idaho is because of these rules; there is some development but you've got to have the right circumstance just to find a place to build on, there's not very many places out in the county you can just go buy and build on. I didn't see any, you guys are well aware, it's just like my place, once you're over five miles from a fire department your rates going to be higher, it doesn't matter what end of the county you're in; that's the fire insurance. None of the road districts, the irrigation, nobody had any complaints so I don't think another house is going to overburden and I don't know how we justify it, how we would try to have to say that it's good for the whole county; I don't think it hurts it, I don't know how it would. I think they have the right, as long as they follow the rules, they can build a house out there as far as I'm concerned.

Commissioner Hodge: I think the Planning Commission acted on it and they were supplied with all the information, they looked at it and they analyzed it and they discussed it. And with just what Commissioner Wilson's saying, my decision is to uphold the Planning Commission decision.

Judge Joyce: And this hearing was basically to give Mrs. Shenk an opportunity to speak, which she didn't feel she had the last time. And after hearing and reading all this I would uphold the Planning Commission's decision based on the fact that it was unanimous and they reviewed it probably as close as we have today.

Commissioner Wilson moved to uphold the Planning Commission decision to tentatively approve the conditional use application for two non-farm partitions and two non-farm dwellings. Commissioner Hodge seconded and the motion passed unanimously. An order will be prepared for the Court's approval at its next meeting.

COURT ADJOURNMENT

The meeting was adjourned.

JOINT SPECIAL MEETING OF THE COUNTIES OF BAKER, GRANT,
HARNEY, LAKE AND MALHEUR

January 21, 2020

A Joint Special Meeting of the Baker County Board of Commissioners, Grant County Court, Harney County Court, Lake County Board of Commissioners, and Malheur County Court was held on January 21, 2020 at 2:00 p.m. Mountain Time, at Treasure Valley Community College (TVCC), in Ontario, Oregon; that being the time and place for the meeting as set by the Secretary of State pursuant to ORS 171.060. The sole purpose of the meeting was to appoint a person to fill the vacancy in the Legislative Assembly, State Representative District 60, due to the resignation of Representative Lynn Findley.

Present at the meeting site were: Baker County: Commissioner Bill Harvey and Commissioner Mark Bennett; Grant County: Judge Scott Myers, Commissioner Jim Hamsher, and Commissioner Sam Palmer; Harney County: Judge Pete Runnels, Commissioner Patty Dorroh, and Commissioner Mark Owens; and Malheur County: Judge Dan Joyce, Commissioner Don Hodge, and Commissioner Larry Wilson.

Present at the meeting telephonically were: Baker County: Commissioner Bruce Nichols (joined shortly after oral roll call); and Lake County: Commissioner Bradley Winters, Commissioner James Williams, and Commissioner Mark Albertson.

Additionally, various members of the public, media, and staff were present.

The Secretary of State notified the county governing bodies that the nominees chosen to fill the vacancy by the Republican Party precinct committee persons of State Representative District 60 were: Mark Owens, Tim Smith, and Tom Van Diepen. Mark Owens was the only nominee present at the meeting.

Pursuant to ORS 171.060, Malheur County Judge Dan Joyce was selected by the Secretary of State as Chair of the meeting; Chair Judge Joyce called the meeting to order at 2:04 p.m. Mountain Time (the meeting was called to order four minutes late due to technical difficulties with the conference line); led the group in the Pledge of Allegiance, and announced the purpose of the meeting. An oral roll call was conducted. It was proposed that the manner of vote be an oral vote; the vote of each governing body was recorded and included in the written statement required by ORS 171.060(3).

Nominee Mark Owens was allotted three (3) minutes to introduce himself; members of the governing bodies were allotted one (1) question to ask the nominee with the nominee having two (2) minutes to answer each question.

Upon completion of the interviews, Chair Judge Joyce called for deliberation and asked if there was a motion for a vote.

Commissioner Mark Bennett moved for a vote. Commissioner Jim Hamsher seconded and the motion passed unanimously.

Chair Judge Joyce conducted an oral vote. Harney County Clerk Derrin (Dag) Robinson and Malheur County Clerk Gayle Trotter tallied the votes. Mark Owens was unanimously appointed to fill the State Representative District 60 position.

The written statement of appointment was signed by all governing body members present at the meeting site; it was noted that the written statement would be forwarded electronically to those participating telephonically for their signatures. Chair Judge Joyce thanked TVCC for providing the venue for the meeting; and the meeting was adjourned. The Statement is recorded as instrument [#2020-0314](#)

MALHEUR COUNTY COURT MINUTES

January 22, 2020

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:05 a.m. in the County Court Office of the Malheur County Courthouse with Commissioner Larry Wilson present. Commissioner Don Hodge was absent. Staff present was Administrative Officer Lorinda DuBois. Notice of the meeting was posted on the County website, and Courthouse public bulletin board; and emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument #[2020-0323](#).

Public present were members of the Ontario Area Chamber Networking & Leadership Program: Claudia Weathermon, Tabitha Kennington, Jennifer White, Taryn Smith, Ben Murray, Monica Landaverde, Opey Penaloga, Ashley Hook, William King, Peter Hall, Roberto Trinidad, Melissa Gonzalez, Jesse Sandoval, Renee Copple, Veronica Pantaleon, Sabra Wright, Trina Goade, and Executive Director John Breidenbach.

MALHEUR WATERSHED COUNCIL

Meeting with the Court from Malheur Watershed Council were Office Manager/Assistant Kelly Weideman, Executive Director Ken Diebel, and Chairman Andy Bentz. An annual written report was provided to the Court members. Mr. Diebel explained that the Watershed Council's purpose is to protect and improve the natural resources of the Malheur Basin and to help improve the economic situation in our rural county. Malheur Watershed Council activities are responsible for approximately \$5 million worth of economic activities in the county in the last year. Roughly \$1 million worth of grant dollars was brought in last year and approximately 89% went to on-the-ground projects. Most of the work of the Watershed Council is with private landowners, helping with stream restoration, irrigation efficiency, and range ground work to benefit the sage grouse. Partners include the Extension Service, Natural Resources Conservation Service (NRCS), Soil and Water Conservation District (SWCD) and others. Outreach efforts included holding Grant 101 classes to help the community learn about the grant funding process.

Chairman Bentz explained the Watershed Council also works with Grant County, Harney County, and Baker County. Currently, there are more interested landowners and participants that want to do grants than there is available grant money. The Malheur Watershed Council is well positioned to provide opportunities and technical assistance to landowners who encounter concerns with regulatory agencies.

Mr. Diebel commented that both the Vale and Burns BLM Offices have been great to work with the last few years.

Mr. Diebel and Mr. Bentz answered questions from the Court members.

It was explained that there is a vacant office at the Extension Office and the Watershed Council would like to utilize that office (Malheur Watershed Council is currently located in the Extension Office). The Court requested staff work with Malheur Watershed Council and Oregon State University regarding the vacant office space.

See instrument #[2020-0324](#) for Malheur Watershed Council's written annual report.

LEADERSHIP GROUP

The Ontario Area Chamber Networking & Leadership Program participants were welcomed and introductions were made. The Court members briefly gave an overview of their positions and answered questions from the leadership group participants.

The leadership group participants left the meeting.

Public member John Messick joined the meeting.

PLANNING DEPARTMENT

Planner Eric Evans met with the Court. Mr. Evans shared correspondence from Department of Land Conservation and Development (DLCD) regarding the County's Community Assistance Visit (CAV). The close-out letter and final report with DLCD's findings was received. The overall finding is that Malheur County's floodplain management program and regulations are in compliance with the National Flood Insurance Program (NFIP); and DLCD encourages the County to pursue application to the NFIP Community Rating System program. Mr. Evans inquired if the Court was agreeable to him pursuing an application to the NFIP Community Rating System program. It is a voluntary program which provides benefits to communities including potential savings on flood insurance rates. Malheur County residents currently pay roughly \$64,000 annually for the NFIP; the average premium is approximately \$715 per year. There have been 15 total claims since the 1980's and the total paid in claims is approximately \$30,000. After discussion, consensus of the Court was for Mr. Evans to pursue application to the NFIP Community Rating System program. See instrument #[2020-0325](#) for the correspondence from DLCD and written report.

Mr. Evans also presented the Order upholding the Planning Commission's decision in the Bruning matter. (The Court held a hearing on the matter last week, January 15, 2020). Judge Joyce moved to approve Order GO-04-20, In the Matter of: Appeal of Planning Commission's Decision Approving a Conditional Use Permit for 2 Non-farm Partitions and 2 Non-farm Dwellings in Exclusive Farm Use Zone for Harold and Deborah Bruning. Commissioner Wilson seconded and the motion passed. See instrument #[2020-0313](#).

Mr. Evans answered questions from Mr. Messick.

COURT MINUTES

Commissioner Wilson moved to approve Court Minutes of January 8, 2020 as written. Judge Joyce seconded and the motion passed. Mr. Messick briefly visited with Commissioner Wilson about meeting minutes.

CHECK REGISTER

Commissioner Wilson moved to approve the Accounts Payable Register for October, November, and December 2019. Judge

Joyce seconded and the motion passed.

MODIFICATIONS TO AGENDA

The Court requested that agenda business item number three (authorization to contract with PERs retiree) be moved to the January 29, 2020 agenda; staff requested that business item number four (ASD (Ambulance Service District) bylaws and board member appointment be moved to the January 29, 2020 agenda. Additionally, two Crossing Permits were added as business item number five.

CROSSING PERMITS

Commissioner Wilson moved to approve Crossing Permit #03-20 to Vale Oregon Irrigation District (VOID) for installation of irrigation pipe across 9th Avenue W #511; and Permit #04-20 to Harold Bruning for work on Stateline Road #1526 in connection with installation of an Idaho Power meter. Judge Joyce seconded and the motion passed. Original permits will be kept on file at the Road Department.

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.

PUBLIC WORKS COMMITTEE MEETING MINUTES

Tuesday, December 10, 2019, 3:00 p.m. MT

**** Public Works Headquarters ****

Meeting called to order at 3:05 p.m. by Bernie Babcock, Public Works Committee Chairman.

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

Others present included Cliff Leeper, Betsy Roberts, Adam Brown and Suzanne Mulvany.

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

ADOPTION OF MINUTES – NOVEMBER 12, 2019

RESOLUTION, ACTION &/OR MOTION:

The motion was made by Mr. Wilson, seconded by Mr. Fox to adopt the minutes of the previous meeting, November 12, 2019: Motion passed unanimously.

NATIONAL LEAGUE OF CITIES **SERVICE LINE WARRANTY PROGRAM** **UTILITY SERVICE PARTNERS INC.**

GENERAL DISCUSSION

SEWER LATERAL & SEPTIC LINE COVERAGE ** WATER LINE & WELL LINE COVERAGE

Homeowner repair protection for broken, cracked, or leaking water and sewer lines from the point of utility connection to the home exterior.

INTERIOR PLUMBING AND DRAINAGE

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry.

JF – Mr. Dennis Lyon came from Philadelphia gave a presentation wanting to ensure the service line from the meter to the house; same with the sewer. I asked for it to be tabled because I wanted to talk to my insurance agent, Mike Miller, and he said that is all covered on a regular homeowner's policy. Anything on your property is a water issue. So, this is an additional insurance that we are asking homeowners to do to? Plus, he wants to use the City's Logo.

CL – Cannot speak to the insurance related to homeowners, just thought that when we had this presented to us thought this would be an option for some individuals that had no coverage for disasters under their homeowner's insurance; for them to have some piece of mind. Because the lion's share does not have \$5,000 - \$8,000 for a major repair to a water or sewer line sitting in our bank account.

AB – There were several people approach City Council members over the past year about having failures costing about \$5,000 - \$7,000, and not sure if they were not insured or enough insured but were asking if they could do a loan so that they could pay it over time. And was about this same time that we ran across this insurance program with National League of Cities. It's optional and no cost; we are not going to take anything off the top.

JF – They have a kick-back program to pay the City from the rate payers.

AB – No, we would not do that.

CL – They have one plan for the water, one plan for the sewer, and a third plan for anything in the house. Some may be covered under the homeowner's policy, I'd have to check.

JF – Only talked to Mike Miller, The Insurance Group in Ontario and he said that this is standard coverage. I have a disaster co-insurance, and this is what this is. Personally, I am not interested in it. And what I did not like he said, "If a rate payer agrees to purchase their insurance then they do not get anymore advertising from this company in

Philadelphia, but if you don't agree you are going to get flyers with the City of Ontario's Logo on it". I don't like that at all. In the past we didn't even let the Ontario Mayor use that logo.

BB – What is the City Council's position on this? Have they discussed it?

AB – Believe only briefly and referred it to this committee for feedback.

BB – Do we know how widely used this program is?

CL – The presentation showed there were multiple communities in the State of Oregon that are using it, and naturally from a salesman we're going to see all the five-star results.

JF – Believe we should get Mike Miller, Mike Blackaby, etc. into the City Council, have them explain what a standard homeowners policy covers or answer any questions. I have the standard coverage but also have a disaster flyer; according to Mike Miller the standard homeowner insurance pays clear to the property line.

CL – For example the responsibility of the City for the water/sewer is up to the meter. Therefore, anything from the meter to the house is up to the home owner.

BB – A little concerned that he would use the City marketing. Do you have to collect the bills? Do you have to bill for that service?

CL – No. This is all elective (or optional). And the bottom line here is exactly what was shared previously. "We had an incident several months ago where an individual called, she had an issue with her sewer line on the resident side where the cost for the repair was approximately \$7,000. She asked if we (the City) could take care of that cost? No, we can't. Sorry." Remembered her comment "What am I going to do"? She didn't have the money. Gave her the numbers of a few contractors that might be able to help her out, but that was it.

SW – My understanding is that this is one of many companies that offer this type of service or coverage. Could get on the internet and take your pick but think the hang-up here is the usage of the Logo and the kick-back (however not so much an issue any more). They just want to piggy-back and want the City's endorsement.

BB – What is the City's policy on using the logo?

SW – Don't think the City has a policy.

AB – There are programs like this; the one that comes to mind is we originally did some videos and again it was another company that had an agreement with the National League of Cities; it was to do videos for your community. They would do all the production, etc. for free then they would go around to businesses in the community and say, "we have videos that we worked with the City on (they use our logo) and ask the business if they would like to advertise on them?" Therefore, they do these banner advertising and that is where they get their money. Doesn't cost the City anything. Just using the National League of Cities or local City as a reputable organization.

JF – I'd be willing to make a recommendation to invite local insurance agents to give a presentation.

AB – Like the idea of inviting local insurance agents...

BB – Hearing consensus, no formal resolution.

JF – Recommendation would be to have the council ask the local insurance agents, i.e. Mike Miller, Mike Blackaby, Brian Halcomb, etc. (those that sell homeowners policies) to give a presentation to the Council. Then they can verify coverage.

BB – Scott's recommendation was the same, and really comes down to policy decision about using the logo. And certainly, against any form of a kick-back for the City promoting this; don't think that is ethical.

RESOLUTION, ACTION &/OR MOTION:

Consensus: To recommend the City Council invite local insurance agents, that sell homeowners policies, to give a presentation of policies and coverage.

SRCI

AB – Had meeting last week with the “insurance model”. The UCF covers the plant and their system is solely from the plant to the physical facility on top of the hill, which is approximately 9 miles. The rate experts at the Jacobs Denver office calculated an insurance premium (or risk premium). The City asked the State to pay this premium as an insurance policy; that premium was about \$11,464 a month to insure the lines. Therefore, over a 20-year period it’s about \$2.7 million, which scared them into a response. They retreated a bit and stated that maybe they should pay everything and put that into the contract.

There will be a monthly increase because of the new calculations; they now have a first draft stating that they will pay for everything and that is now in our court to review as of Friday.

JF – Why would we even want to contract with them...? Just send them a bill. What is the benefit of having a contract with them?

AB – They’re a special customer that takes 17% of our load and if we are going to invest in our system in maintaining it for 20 years, we really want a long-term commitment from them that they’re going to be on it for that 20 years.

BB – Also for liability purposes and for the sake of understanding you need something in writing. The reality is they gave the line to the City; therefore, you want to have it in writing that basically restructures your agreement.

AB – This includes them doing the siphon also.

PROJECT UPDATES

- **Skate Park** – Question last meeting “Is the Skate Park part of the Recreation District”? – Yes, it is.
- **Beck Park Bridge** – Looked at the two options, repair/rehab -vs- new and did not know what the life span was. The \$20,000 rehab life span is about 10-20 years; the \$90,000 steel bridge total replacement would be closer to 75 years. Need to make a decision moving forward as it is 30+ years old. Also need to check with the insurance company to see what might be covered; there is a \$10,000 deductible. *Bring back next month for a recommendation.*
- **SE 2nd St Project** – Water & Sewer extension, ODOT basically took it over and added it to their project. We did get an estimate from them that came in at \$149,500 and had a total budget this year for the project of \$160,000 which covers the design fee. Also talked about pulling that line back just a little bit.
- **Airport** – Bid opening next Tuesday the 17th, then to Council (sewer extension down to Life Flight, FBO, and staged for future extension).
- **South Oregon** – Is in final design process. CK3, LLC is to provide an updated schedule, and hoping to get an early bid in the season; to make phone calls to make locals aware. Also, need to make sure all those businesses on South Oregon are fully aware when this is happening, etc.
- **TVCC Trail** – Advertising soon over holidays, open on Jan. 14th. And have grant money for it.
- **Grants – CDBG and Biz Oregon** – This all stemmed from the NPDES Permit; knowing all the projects, etc. we’re going to have to be doing. We’ve been talking with Business Oregon and they pulled together these “One-stop-shopping” kind of events. This is a wonderful service as they had a representative from CDBG, DEQ and their loan program, Parks and Rec, Department of AG, etc. all on the phone and run through everything so you can compare it right there. So, it looks like a good deal to go after a CDBG Grant for our Sanitary Sewer project.
 - Looking at 2020 (\$400,000 in budget for design and into construction next summer).
 - Reviewing all CCTV; identified large area near the Community College that we will need to deal with for the NPDES anyway.
 - Decided to back away from project that was small pieces and focus on expanding the design; have a lot of area designed and ready to go for rehab and repair.
 - If get \$2.5m from CDBG in a grant we’d be ready to go. If not, we can break it into smaller projects that we can continue with what we have.
 - Two different opening times:
 - February to April
 - July to September.
 - Free money on the CDGB

Business Oregon - we can get some loan forgiveness and funding for i.e. solids removal, and some different parts of the project. We did specifically pick because CDGB does have federal strings and one of the easiest is this pipeline work that needs to be done; could probably get a categorical exclusion on that.

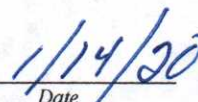
- **Snow Event** – Had about 4-5" of snow and utilized four trucks (plows and sanders). One truck with a mag-chloride tank on it; had crews on a 24-hour cycle and all went well.

3:55 PM - ADJOURN

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

APPROVED:



Signature

Date

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



January 2020 ACTIVITY REPORT



January 2020



Emergency Medical:

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

CITY	142
RURAL	13

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

Hazmat Team Calls:

0

Fire Related Emergency Calls:

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

	TOTAL	General	Mutual Aid
CITY	12	0	0
RURAL	4	1	0

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

TOTAL CALLS FOR MONTH

CITY	154
RURAL	17

FIREFIGHTER TRAINING:

1/7/20 Radio Operations.

1/8/20 Cardiac Emergencies @ TVP.

1/14/20 Building construction and burning preparation.

1/21/20 Ventilation and Victim Search & Rescue.

PERMITS ISSUED:

City Open Burns 2

City Burn Barrels 0



January 2020



Rural Open Burns 18

Rural Burn Barrels 2

INSPECTIONS:

1/14/20 Speech Tree SW. 4th ave.

1/14/20 Campo Poole Office remodels SE. 12th ave.

1/15/20 New business on S. Oregon St.

1/15/20 St. Al's (3) Minor remodels and rough in at Pharmacy.

COMMUNITY INVOLVEMENT:

1/6/20 TVCC Student Rider

1/11/20 Elks Public Safety service awards banquet.

1/16/20 River clean up debris piles burned.

1/22/20 Ontario Leadership class orientation of City Hall and departments.



Summary of Calls of Interest:

City Incidents:

12/28 – 717 River St. R1 responded to an oven fire, the oven was unplugged and then the crew put out the fire inside the oven. They also ventilated the smoke from the home.

12/29 – 200 S. Oregon R1 responded to two trash cans that were burning, the fires were extinguished in both cans.

1/9 – SW 4th St. and SW 10th ave. R1 responded to a motor vehicle crash that was non-injury and they just had to control some liquid spills.

1/12 – 461 SE. 2nd ave. R-1 was dispatched to a fire in the alley, possible shrubs. Upon our arrival we found A patch of evergreen bush's on fire in the alley. An area about 10' by 20' was burned including the vinyl fence. There was no damage to the residence. R-1 was able to extinguish the fire. The occupant of the residence stated that she had no idea how it started, she just happened to look out the front window and saw the smoke.

1/22 – 452 SE 1st ST. Ontario Fire was dispatched for assistance with a cat stuck in a clothes dryer. R-1 arrived on scene and contacted the caller who stated her cat escaped out of an open window. She thinks he is stuck in a clothes dryer that is located outside her home. R-1 investigated the area outside of her apartment, R-1 staff noticed that the cat is probably



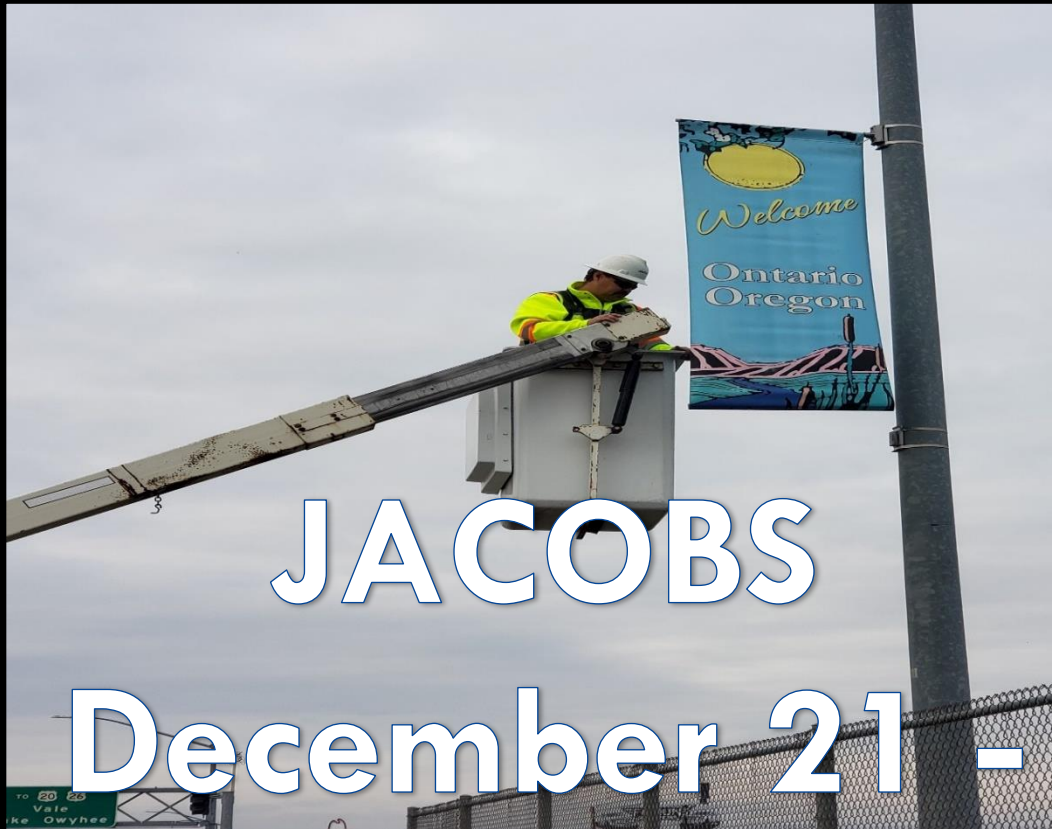
January 2020

underneath the crawl space located on the adjacent apartments. A 6" opening is where the cat appeared to have made entrance. R-1 attempted to coax the cat out of the opening without success. R-1 reported the finding to the caller and advised her to leave her window open and some food at the windowsill. The cat would eventually come out when he was hungry. The caller stated she would do just that.

Rural Incidents:

1/6 – 777 Stanton Blvd. R1 responded to an electrical transformer fire at SRCI, the fire was out upon arrival and Idaho Power was enroute to take care if the problem.

1/22 – Gem and Hwy. 201 R-1 was dispatched for a mutual aid request. Single vehicle rollover, single victim entrapped with extrication required, weather conditions were freezing, foggy caused a delayed response. Upon arrival, R-1 established command. Single vehicle off the road on its side. EMS was on scene and had established patient care. Patient appeared to have self-extricated through the rear hatch door. Patient was upright and walking to the ambulance. R-1 was canceled on scene by medic unit on scene.



JACOBS

December 21 - January 20 2020 Report

January
2020

Prepared by JACOBS for
CITY OF ONTARIO/PUBLIC WORKS DEPARTMENT

Monthly Business Review

PUBLIC WORKS DEPARTMENT

CONTENTS

FIELD SERVICES: STREETS AND COLLECTION/DISTRIBUTION SUMMARY.....2-5

WATER TREATMENT PLANT SUMMARY.....6-7

WASTEWATER TREATMENT PLANT SUMMARY8-9

PARKS AND CEMETERY SUMMARY10

ENGINEERING DIVISION SUMMARY.....11-13

APPENDIX.....14-16

FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES DECEMBER 21 – JANUARY 20:

- Continued to sweep areas that had high levels of leaves and debris in the gutter.
- Swept down town and the underpass 2 times on Friday mornings at 4am.
- Sign maintenance throughout town, installing new signs and replacing faded out or damaged signs.
- Cleaned the storm sewer dump site out.
- Assisted in the burning of the slash piles at the WTP. Used equipment to haul additional trimmings to the burn piles (these piles were generated last October in the river cleanup effort).
- Water maintenance throughout town, replacing broken boxes and leaks inside the meter box.
- Started servicing the small equipment in preparation for upcoming work.
- Staff finished building 30 new barricades for general use.
- Signs were installed for school zone at Alameda and 18th as per request of church school located there.
- Hauled chips from the old shop to the new shop, cleaning up the area for the Tiny House Project.
- Installed 120' of 3 inch electrical conduit for the Tiny House Project at the old shop site.
- We are working on water service for the site, we may have to install a new service line based on what we have found so far.
- CPR/First Aid training was providing for all staff, it was a worthwhile and good course provided by one of our local fire fighters.
- Staff addressed a water main break at 4th and Oregon, a defective fitting was the root cause. The repair was made in less than 4 hours and with minimal outage to local customers. Good job staff on addressing and correcting what could have been a real problem.
- Crews trouble shot and replaced some fittings at the lift station on 4th and Verde Ave.
- Removed the Winter banners and decorations and installed the summer banners on Idaho Ave, SW 4th Ave, the underpass and the down town business area.
- Cleared plugged storm drains during the heavy rain events.
- Treated a 1.5" snow storm with De-icing salt and liquid freezguard CI lite January 13th.
- Treated black ice January 11, 2020 with de-icing salt to clear the roads.
- Cleaned mud and silt from the TVCC 24" storm line approx. 3300 feet cleaned.
- Cleared plugged storm drains during the heavy rain events.
- 14 water services were turned on customer request.
- 10 water services were shut off customer request.
- 53 water services were shut off for non-payment.
- 40 water services were turned on for payment received.
- 22 water services were on/off read only customer request.
- 7 water services were turned off for repairs customer request.
- 5 water services were checked to verify still off from the non-payment list.
- 5 water services were turned back on and verified leaks were repaired by the customer.
- 2 irrigation meters were winterized.
- 2 meters were checked for consumption issues.
- 46 utility locates were completed.

FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES DECEMBER 21 – JANUARY 20:



Burning of the slash piles at the WTP (these piles were generated last October in the river cleanup effort).

FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES DECEMBER 21 – JANUARY 20:



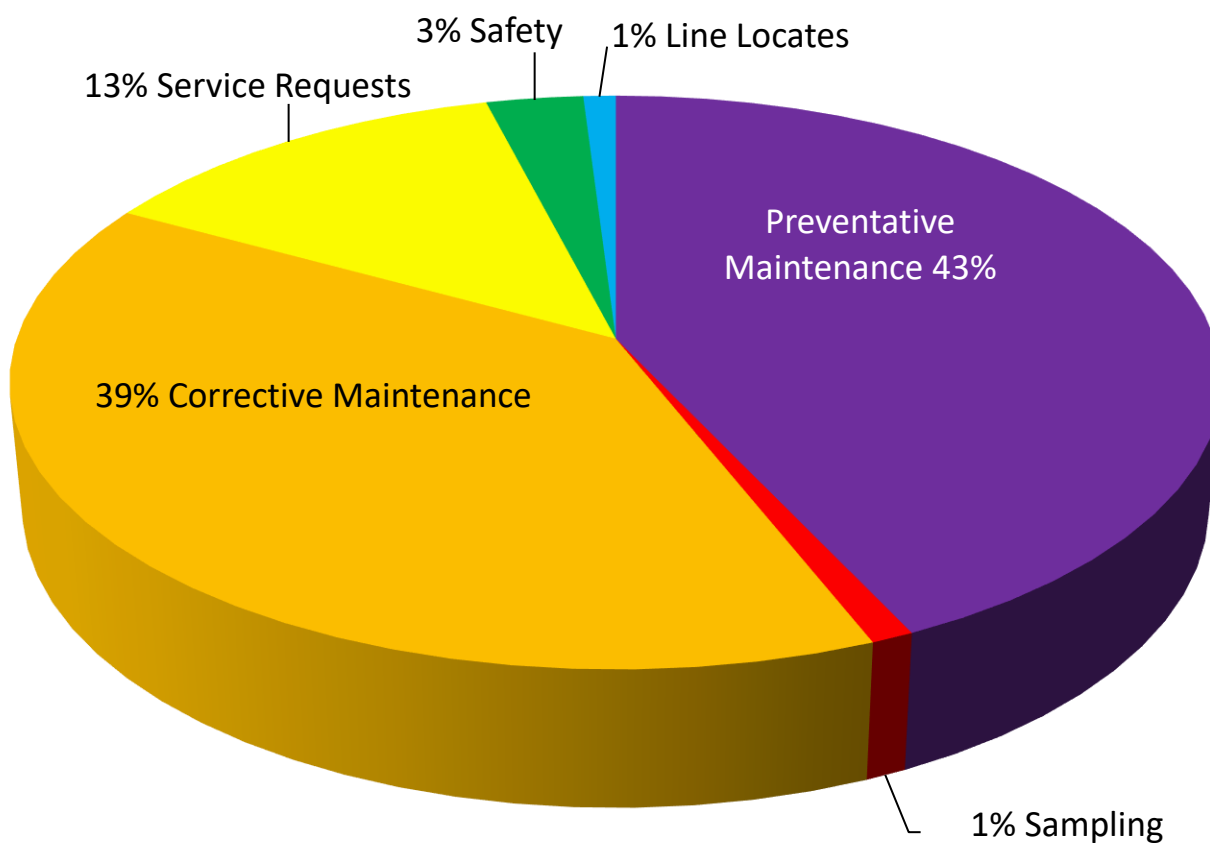
Above: CPR/First Aid training was providing for all staff by one of our local fire fighters.

Right: Water Main break at 4th Ave and S. Oregon St.



FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

**Work Orders
December 21 – January 20
Actual Hours by Work Order Type**



WATER TREATMENT PLANT SUMMARY

ACTIVITIES DECEMBER 21 – JANUARY 20:

- Water plant is operating well with inventories at target levels.
- River levels are stable and normal for this time of year.
- Mercury sampling was completed as per our permit requirements.
- Heinz was offline for winter holiday break.
- Chemical feed lines were purged and cleaned again.
- Soft chemical feed lines replaced on the Wes Tech system.
- Clarifier #1 and 2 Wes Tech unit offline for cleaning and maintenance taken out of service for maintenance and cleaned.
- Additional sampling was performed in accordance with permit requirements for the water system.
- Staff had to trouble shoot and repair the chlorine generation system our current system is showing its age. It has been in service since 2004
- A new water heater for our chlorine generation system arrived and was found to be defective, a new one is on its way and will be installed as soon as it gets here. This replaces a unit that has been in service since 2004.
- Meetings were held on our long-term water master plan. It was a positive meeting identifying future goals and milestones for completion.

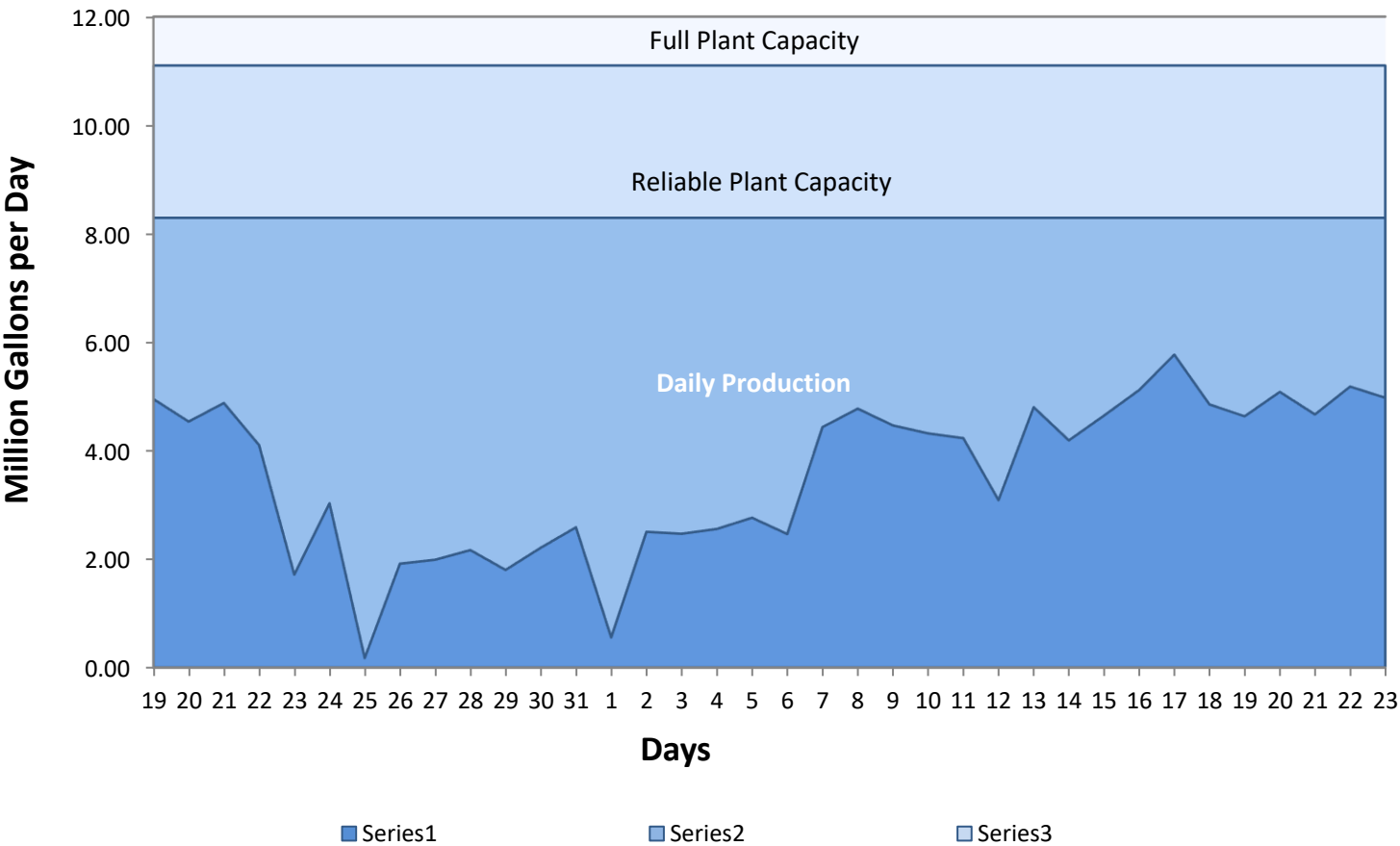


Jacobs staff installing new chemical lines
at the Water treatment plant.

WATER TREATMENT PLANT SUMMARY

ACTIVITIES DECEMBER 21 – JANUARY 20:

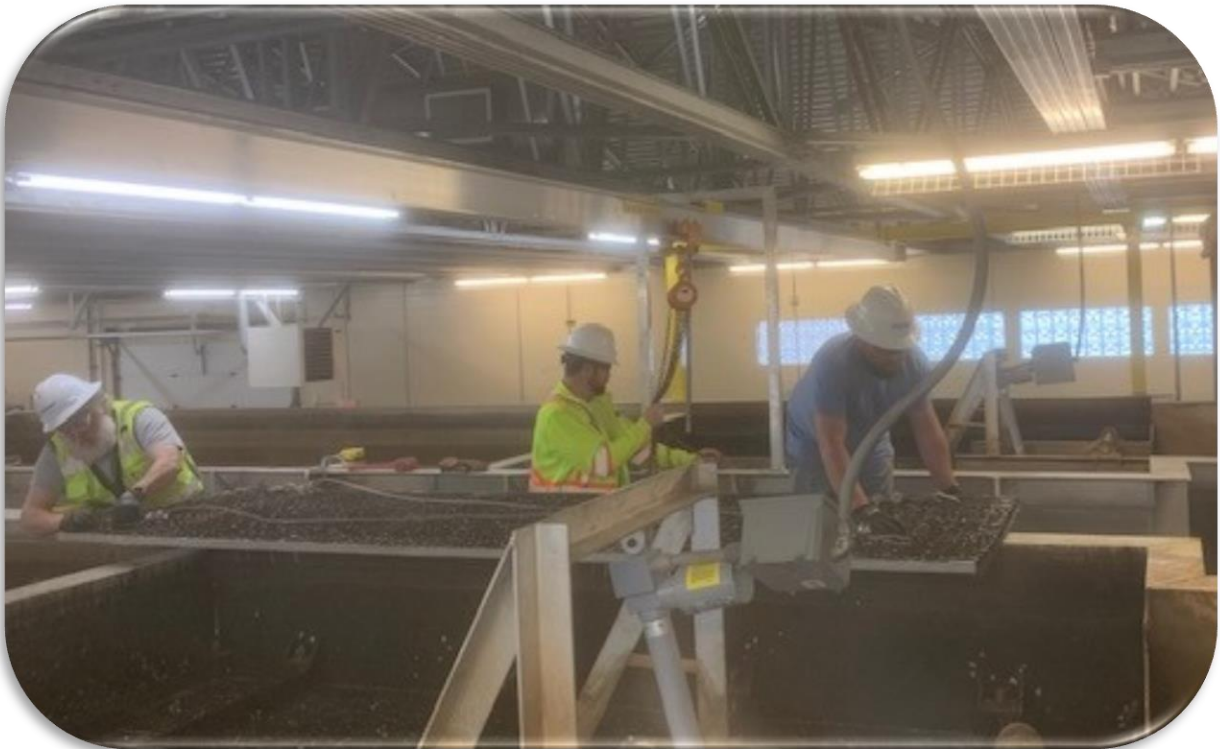
Demand vs. Availability
December 19, 2019 - January 23, 2020



WASTEWATER TREATMENT PLANT SUMMARY

ACTIVITIES DECEMBER 21 – JANUARY 20:

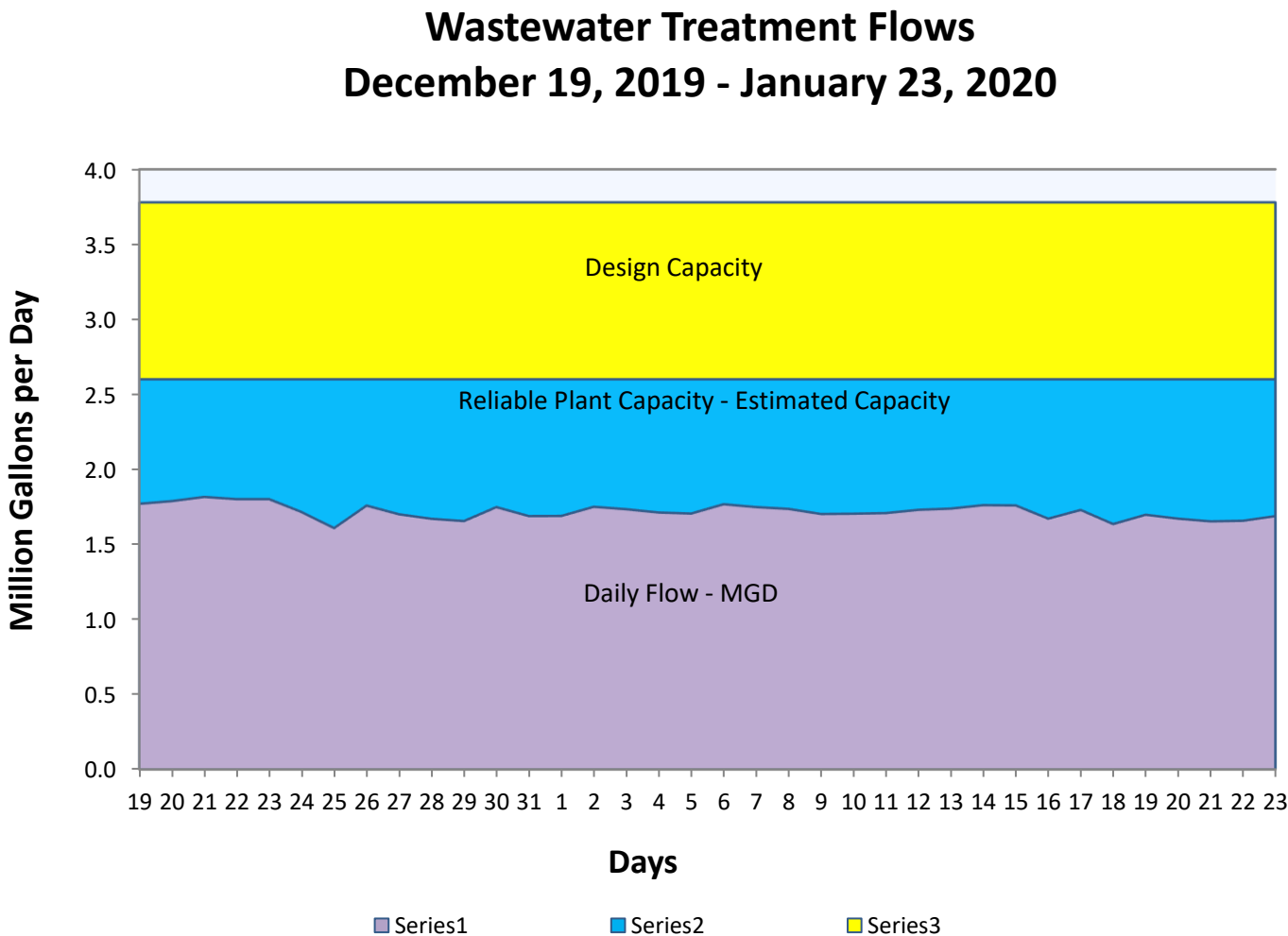
- Wastewater Plant is operating well.
- Weekly inspections of the equipment and buildings including maintenance and trouble shooting.
- Additional samples were taken based on our new NPDES permit.
- Review of our sample tracking tool to assure samples are taken and not missed. This is done daily along with weekly and monthly review.
- Additional investigations of SCADA alarms systems at the facility, we are looking at additional options to provide better response time for alarms. This is a work in progress.
- Groundwater sampling was done this week, we have several water monitoring wells that surround the wastewater treatment plant and they must be sampled and analyzed for any potential leakage from out treatment ponds. This is a routine event mandated by permit requirements.
- Tier 1 sampling as per permit requirements.
- Mercury sampling was also conducted as per sampling requirements.
- Bids were received on the Farming operations at the Malheur and Skyline properties.



Jacobs staff installing screens on the Wes Tech filter train #1 at the Water Treatment Plant.

WASTEWATER TREATMENT PLANT FLOWS

ACTIVITIES DECEMBER 21 – JANUARY 20:



PARKS AND CEMETERY SUMMARY

ACTIVITIES DECEMBER 21 – JANUARY 20:

- 3 burials at Evergreen Cemetery and 0 burials at Sunset Cemetery.
- Repaired hole in the fence at the old golf course, due to someone cutting the fence.
- Removed snow from the sidewalks and deiced them.
- Crews assisted the Ordinance Officer with clean-up of a yard and boarding up the door and windows on a vacant house at 46 NW 9th.
- Additional maintenance tasks throughout the city park system.
- Installed new thermostat on the hot water heater at City Hall.
- Carpet has been installed in the woman's new locker room at City Hall.
- Disassembled the wooden picnic tables to dry before refinishing them.
- Assembling new metal picnic tables on mornings when the weather is bad.
- We are working with the new surveillance camera system installer to help in the installation process.



Refinishing wooden picnic tables.



New metal picnic tables.

ENGINEERING SUMMARY

ACTIVITIES DECEMBER 21 – JANUARY 20:

- Issued 7 ROW Permits.
- Issued 1 New Addresses to new residential lots.
- Issued 1 New Address to Commercial lot.
- Attended 1 PDAC meetings to discuss the expansion of a business.
- Attended 1 PDAC meeting to discuss the relocation of a business.
- Attended 1 PDAC meeting to discuss a partition of a property for 2 new residential houses.
- Attended the Jacobs and City of Ontario monthly safety meeting.
- Attended a CPR recertification class.
- Inspected the abandonment of 0 Backflow devices on irrigation systems.
- Multiple plan reviews for new construction.
- Held 3 bid openings; Skyline and Malheur Farm Lease, the Treasure Valley Connector Path, and the SE 2nd ST Sewer and Water Main Extension.



ENGINEERING SUMMARY

ACTIVITIES DECEMBER 21 – JANUARY 20:

S. Oregon Design – In January, the Council directed PW to go back to the designer and complete the project with the landscape areas. That was done. CK3 has been asked for an updated schedule. CK3 had indicated they had some additional costs due to the delays and changes in design. This should be forthcoming.

NPDES –Keller Associates is working on the Sanitary Sewer Rehab 2020 design, and the Jacobs team is working closely with CDBG to understand the needs of the Environmental reporting (a full EA or a Categorical Exclusion). If the environmental can be completed in time, then the team will submit an application for the CDBG grant in the Feb – April timeframe. If not, then we will go after the July – September opening. The grant application will request the maximum \$2.5M. The team is working to complete a number of the various reports required by the NPDES. One of the most significant annual reports is the Reuse Report. This report discusses the application of treated effluent at the Skyline Farm site. Other reports currently underway are the Mixing Zone Study, and the pH Adjustment design, as well as an Inflow Report and an initial Inflow and Infiltration Report.

CIP – PW and Engineering staff met with the City Administrator, Finance Director, and Human Resources to discuss the Capital Projects proposed for the coming year. There were some projects that did need some fine tuning of costs or were still outstanding all together.

SRCI – Jacobs and the City continued refining the agreements and the cost formulas.

Splash Park/Skate Park RR – Jacobs had a minor set-back on schedule, as the architect was called out of the office for some time. The team quickly jumped on the project in early January with a new employee helping to drive the project. Several on-site issues, including grade and cover for the sewer line, were encountered and the team backed up briefly to develop alternative options. They are continuing to work with Andrew Medea and Adam to select the best and most cost-effective alternative.

Lions Shelter – Complete.

Water Master Plan – The team held a morning long workshop to drive the project forward. The next step is to get the proposed Plan in front of Adam and then in front of the Council for review and approval.

TVCC Path – The Treasure Valley Connector Path project received 3 bids on January 14th. The low was Warrington Construction at \$307,396. The bid was presented at the Jan. 21st Council and awarded.

Airport Sewer Extension – Insurance and bonds were submitted during January. The project will begin in mid-February after the SE 2nd Street Project.

WTP Slough – The report has been delivered to the State for review. The staff plans to complete the work on the project in the spring.

SE 2nd Street Water & Sewer – After much discussion with ODOT and elected officials, the City was allowed to put the bid back out. PW put out an informal bid to 3 local licensed contractors. Two bids were received: Knife River and Warrington. Warrington was the low at \$87,380. The bids were reviewed and presented to Council. The bid was awarded on the 21st. Insurance and bonds came in immediately, and the contractor was mobilized by the 23rd. Construction will be done by mid-February.

ENGINEERING SUMMARY

ACTIVITIES DECEMBER 21 – JANUARY 20:

TSP – The updated IGA was prepared and presented to Council. It was approved. A kick off date was set for Jan. 30th.

SE 5th – This project may be pushed out in time to allow for more funds to be built up in the Fund Exchange program, as more will be needed for the SE 2nd Street project. The SE 2nd Street project and the fund balance in the Fund Exchange program will be monitored.

Beck Park Bridge – PW recommended reviewing the actual funding available from insurance for this project before making a decision on rehab or replace. The City is in the process of reviewing that with the insurance company. An adjustor will review the site in early February to provide a more realistic evaluation.

Tennis Courts – Cody Taylor of Beynon Construction provided an estimate for the complete repair of the four courts. The cost was significantly beyond the available budget, so PW has gone back to negotiate with Bill Fittje of Cascade Fence. His preliminary estimate for repair seemed to be within the budget range. However, he has been out of town all of January, so this has not progressed much further at this time.



MicroChlor chlorine generator cells after being cleaned and acid. washed

APPENDIX

FIELD SERVICES

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

Sewer collection duties include maintenance and repair of approximately 78 miles of sanitary sewer lines within the city. Responsibilities include constructing new pipelines, cleaning all gravity sanitary sewer lines, repairing or replacing sanitary sewer lines as needed, providing line locations for all water and sewer lines, and maintaining eight lift stations plus a barscreen and one lift station from SRCL. The city has approximately 56 miles of storm drain collection lines and 1,450 catch basins throughout city limits. Duties include storm drain maintenance and repair, cleaning of approximately 11 miles of storm drain lines, and cleaning the catch basins.

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

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

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

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

savings to taxpayers and should last a minimum of 8 years with minimal maintenance required. The city chipseals approximately 7 miles of streets per year.

APPENDIX CONTINUED

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

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

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

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

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

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

The City retains surface and groundwater rights permits for a combined total of 38.23 cubic feet per second (cfs), 24.71 mgd for municipal use.

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

WASTEWATER TREATMENT PLANT

The wastewater treatment plant collects wastewater from the entire city and SRCl. The prison accounts for approximately 16 percent of the flow to the plant.

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

Average discharge volume is approximately 1.5 mgd. Winter discharge is to the Snake River from November through March. Summer discharge is land applied to approximately 353 acres of cropland at the Skyline Farm.

APPENDIX CONTINUED

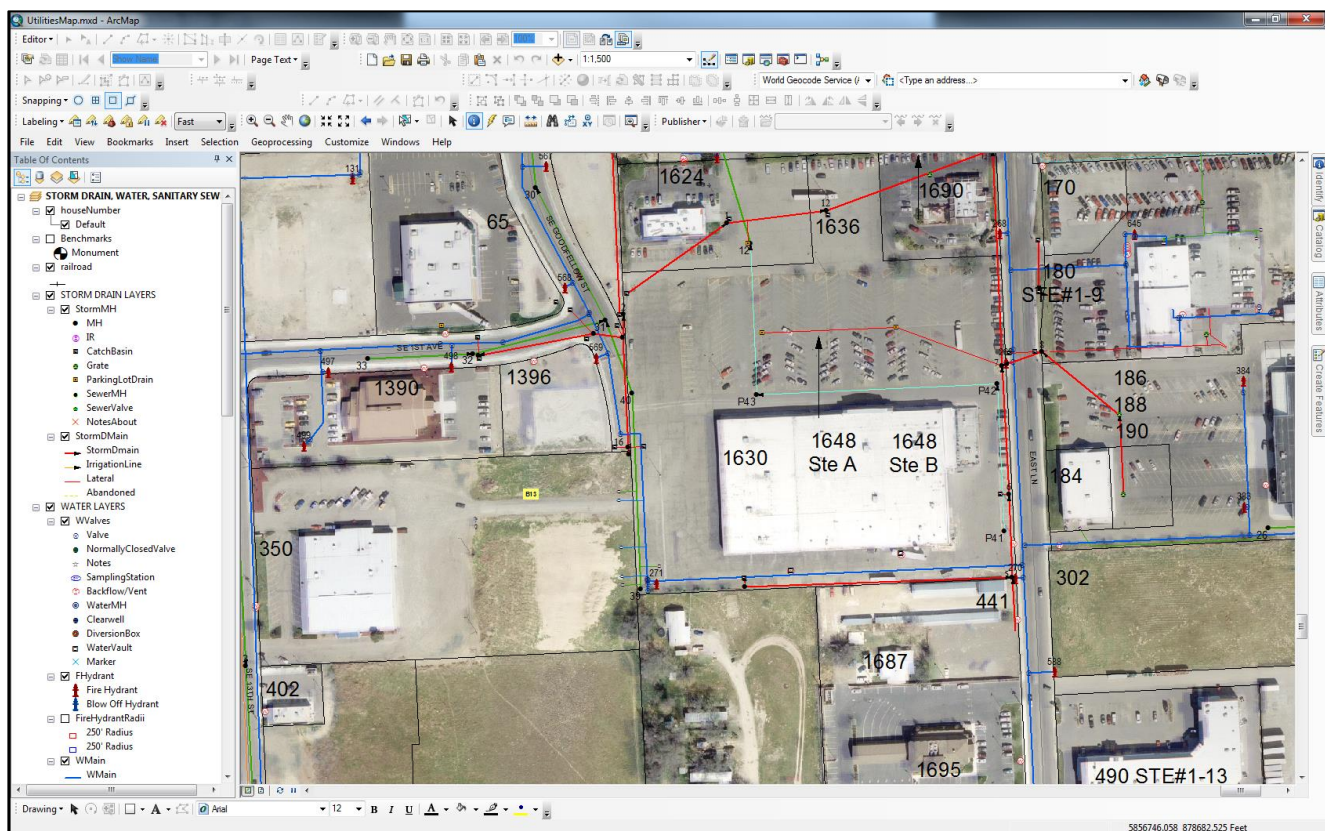
PARKS DEPARTMENT

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

ENGINEERING DIVISION

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

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



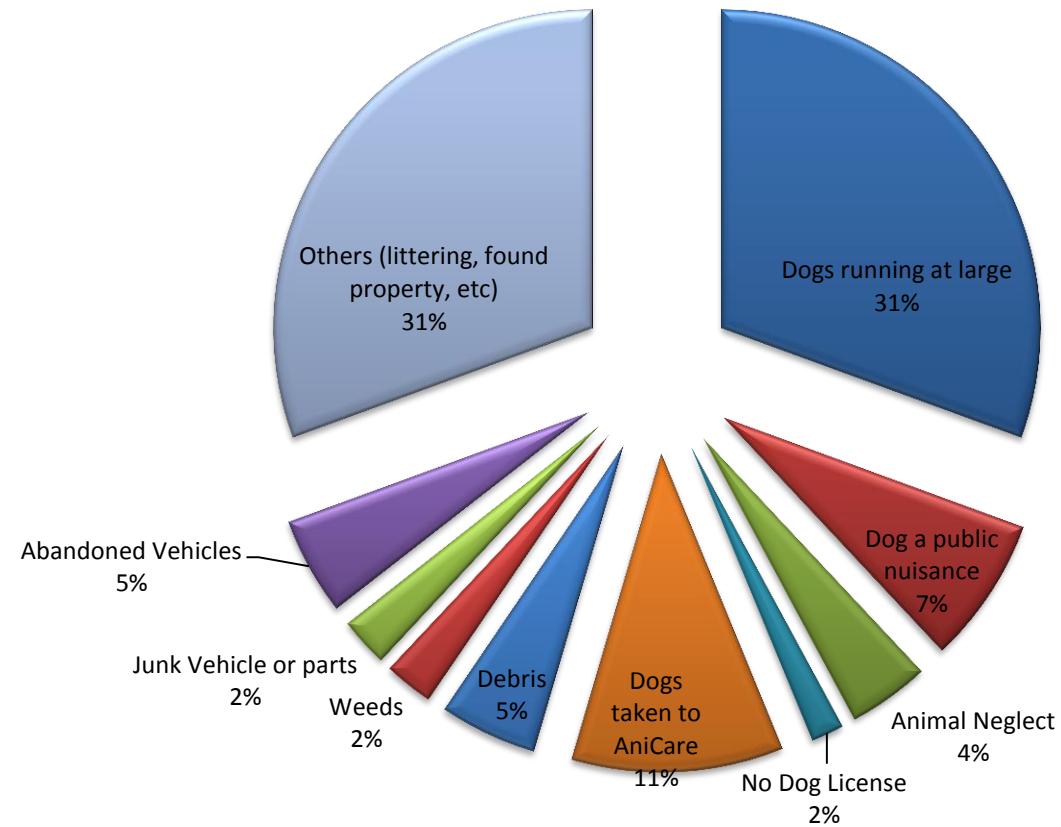
CODE ENFORCEMENT

January 2020 Stats

Violation	#	2019
Dogs running at large	37	25
Dog a public nuisance	9	2
Animal Neglect	5	4
Animal Abuse		
No Dog License	2	3
Dogs taken to AniCare	13	6
Debris	6	5
Weeds	3	3
Junk Vehicle or parts	3	5
Abandoned Vehicles	6	24
Derelict Structures		2
Graffiti		1
Others (littering, found property, etc)	37	4
Civil Penalties Issued	0	7
Total Parking Citations	3	1
Total other Citations	7	3
Total Cases	108	83



CODE ENFORCEMENT STATS JAN. 2020





Police Stat Report 2020

Activity	Month of January	Month of December	YTD 2020	Qrt1 Jan Mar	PRIOR YTD 2019
Calls for Service	875	843	875	875	791
Traffic Stops	181	196	181	181	79
Cited Traffic/Parking	72	81	72	72	46
Motor vehicle Crashes	30	44	30	30	43
Arrests	112	82	112	112	76
Arrests w/Use of Force	3	1	3	3	2
SRO Cases	36	17	36	36	43
Gang Related Cases	5	1	5	5	1
Graffiti	11	1	11	11	0
Death Investigations	2	1	2	2	0
Burglary	14	20	14	14	12
Robbery	2	2	2	2	2
Thefts	66	72	66	66	33
Assault	14	9	14	14	12
Homicide	0	0	0	0	2
Sex Crimes	7	3	7	7	2
Alarms	20	26	20	20	23