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

COUNCIL MEETING AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
TUESDAY, JUNE 23, 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 June 19, 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) CONSENT AGENDA

A) Micro Loan/Grants: Clothes for Does/Reload, House that Art Built, Dirty Dog Wash, The Goodlife, The Sport Card Center

6) PRESENTATIONS

A) Ontario Water System Master Plan

7) OLD BUSINESS

A) Ordinance #2776-2020: Idaho Power Franchise Agreement

B) Way-finding Decision Points

8) NEW BUSINESS

A) Resolution #2020-130: Water & Sewer Rate Increase

B) Resolution #2020-131: Master Fee Schedule

C) Hangar Lease Transfer: Smith to Smith Family Trust (230, 232, 234 Echo/231, 233, 235 Foxtrot) HANDOUT ITEM

D) Hangar Lease Transfer: Koeppen to Koeppen Trust (102, 103 Hotel/107 India) HANDOUT ITEM

9) DISCUSSION ITEMS

A) Service Line Warranty Program Follow-Up

10) HAND-OUTS

A) Minutes: County Court 06-10-2020

11) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

12) ADJOURN

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

AGENDA REPORT
CONSENT AGENDA
June 23, 2020

TO: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: MICRO LOAN/GRANTS: CLOTHES FOR DOES/RELOAD, HOUSE THAT ART BUILT, DIRTY DOG WASH, THE GOODLIFE, THE SPORT CARD CENTER

DATE: June 12, 2020

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE A MAXIMUM $5,000 LOAN TO CLOTHES FOR DOES/RELOAD CONTINGENT ON APPROVAL OF THE MATCHING GRANT FROM BUSINESS OREGON.

I MOVE THE CITY COUNCIL APPROVE A MAXIMUM $5,000 LOAN TO THE HOUSE THAT ART BUILT CONTINGENT ON APPROVAL OF THE MATCHING GRANT FROM BUSINESS OREGON.

I MOVE THE CITY COUNCIL APPROVE A $2,500 LOAN TO THE DIRTY DOG WASH CONTINGENT ON APPROVAL OF THE MATCHING GRANT FROM BUSINESS OREGON.

I MOVE THE CITY COUNCIL APPROVE A MAXIMUM $5,000 LOAN TO THE GOODLIFE CONTINGENT ON APPROVAL OF THE MATCHING GRANT FROM BUSINESS OREGON.

I MOVE THE CITY COUNCIL APPROVE A $2,500 LOAN TO THE SPORT CARD CENTER CONTINGENT ON APPROVAL OF THE MATCHING GRANT FROM BUSINESS OREGON.

SUMMARY:

Five Microloan/Grant applications are presented for approval.

BACKGROUND:

The Business Loan Fund Committee and the City Council approved a micro-loan program with maximum loan amounts totaling $200,000. The city was also awarded $65,000 from Business Oregon through the Emergency Assistance Matching Fund. Funding from Business Oregon hasn't been received yet, but is expected soon.

Current Situation:

Currently, the city has received five applications for the micro-loan program. Four are presented for City Council approval; the fifth applicant needs to get a current business registration before it is presented to Council.

The Business Loan Fund Committee met on June 10, 2020, and recommended approval by the City Council the following four applications:

1. Clothes for Does/Reload: Application was deemed to be complete and eligible for a maximum $5,000 loan and a maximum $5,000 grant. Clothes for Does is considered a sole proprietorship.

2. The House that Art Built: Application was deemed to be complete and eligible for a maximum $5,000 loan and a maximum $5,000 grant. The House that Art Built is an LLC with six members.

3. Dirty Dog Wash: Application was deemed to be complete and is eligible for a $2,500 loan and a $2,500 grant. Dirty Dog Wash & Professional Grooming is a partnership with two partners.

4. The Good Life: Application was deemed to be complete and is eligible for a maximum $5,000 loan and a maximum $5,000 grant. The Good Life is considered a sole proprietorship.

5. The Sport Card Center: Application was deemed to be complete and is eligible for a $2,500 loan and a $2,500 grant. The Sport Card Center is considered a sole proprietorship.

Analysis:

A. **STRATEGIC PLAN** No direct strategic plan impact.

B. **FINANCIAL** A maximum of $20,000 will be loaned to the applicants, which will leave an available balance of $180,000, with $45,000 will remain in grant funding.

C. **TIMING** The faster the applications are approved, the quicker staff can process disbursements to the businesses.

D. **POLICY/LEGAL** Micro-loans & grants have to be approved for recommendation by the Business Loan Fund and then approved by the City Council. Business Oregon will need to approve the grant applicants.

Alternatives:

A. Deny the Loans: The City Council could deny one or more of the loans.

RECOMMENDATION:

Staff recommends approval of all five applicants.

ATTACHMENTS:

None

ORDINANCE NO. 2776-2020

AN ORDINANCE GRANTING A NON-EXCLUSIVE ELECTRIC UTILITY FRANCHISETO IDAHO POWER COMPANY, AND FIXING TERMS, CONDITIONS AND COMPENSATION OF SUCH FRANCHISE, AND DECLARING AN EMERGENCY

WHEREAS, the City of Ontario ("City") is authorized by state statutes, its charter, and ordinances to grant non-exclusive franchises to occupy its Rights-of-Way and public places within the City; and

WHEREAS, Idaho Power Company, an Idaho corporation ("Grantee"), owns, maintains, and operates, in accordance with regulations promulgated by the Public Utility Commission of Oregon ("PUC"), an electric energy utility system and desires to install, operate, and maintain its facilities in the Rights-of-Way in the City; and

WHEREAS, the City agrees to grant a franchise to Grantee under the terms and conditions provided in this ordinance; and

WHEREAS, the existing franchise as set forth in Ordinance No. 2646 expires June 30, 2020, and this ordinance being necessary for the immediate preservation of the public health, safety and welfare, this ordinance shall be effective immediately upon its passage.

NOW, THEREFORE, The Common Council for The City of Ontario Ordains as Follows:

Section 1. DEFINITIONS AND EXPLANATIONS.

(1) As used in this ordinance:

(a) "City" means the City of Ontario, Oregon.

(b) "City Council" means the legislative body of the City.

(c) "Grantee" means the corporation referred to in Section 2 of this ordinance.

(2) Unless otherwise specified in this ordinance, any action authorized or required to be taken by the City may be taken by the City Council or by such official, officials, agent or agents as the City Council may designate.

Section 2. GRANTING CLAUSE.

Subject to the conditions and reservations contained in this ordinance, the City hereby grants to Idaho Power Company, an Idaho corporation, for a period of ten (10) years from July 1, 2020, unless sooner terminated as provided in this ordinance, the right and privilege to:

(1) construct, maintain and operate within the corporate limits of the City an electric utility system; and

(2) construct, erect, operate and maintain, in, upon, along, across, above, over and under the streets, alleys, public ways and public places now laid out or dedicated, and all extensions thereof and additions thereto, in the City ("Rights-of-Way"), poles, wires, cables, underground conduits, manholes and other electric fixtures necessary or proper for the maintenance and operation in the City of an electric transmission and distribution system and wires connected therewith. All such electric utility property and facilities now maintained by the Grantee within the corporate limits of the City shall be deemed covered by this ordinance, and the present location thereof hereby is ratified and approved.

Section 3. USE OF STREETS, PUBLIC PLACES.

The right to use and occupy said streets, alleys, public ways and places for the purposes herein set forth shall not be exclusive, and the City reserves the right, subject to Section 18 hereof, to grant a similar use of said streets, alleys and other public ways and places, to any other person or corporation at any other time during the period of this franchise.

Section 4. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES.

The Grantee shall, at all times during the life of this right and privilege, be subject to all lawful exercise of the police power by the City, and to such reasonable regulation as the City shall hereafter by resolution or ordinance provide.

Section 5. SPECIFICATIONS.

All of the Grantee's electric property and facilities (including poles, wires, conductors, transformers and other appliances) shall be constructed and at all times maintained in good order and conditions and in accordance with standard engineering practices and all applicable safety codes and lawful governmental regulations. Grantee is subject to and shall comply with the provisions of the Ontario City Code pertaining to nuisance abatement, including but not limited to Section 7-4-5 and 7-4-6 of the Ontario City Code requiring removal of graffiti. The City shall have authority at all times, in furtherance of the safety, convenience and welfare of the public, to control by appropriate regulations the location, elevation and manner of construction and maintenance of the Grantee's electric property and facilities on the City streets, alleys, highways and other public places, subject to the provisions of any state or federal law applicable thereto, and the Grantee shall at all times and promptly conform with all such regulations.

Section 6. CONTINUOUS SERVICE; UNAVOIDABLE SHUTDOWNS.

Grantee shall maintain and operate a system for the distribution of electricity in the City so as to provide 24-hour a day service. The Grantee shall use due diligence to maintain continuous and uninterrupted service which shall at all times be up to standards common in the business. However, the Grantee does not guarantee continuous and uninterrupted service and under no circumstances is the Grantee liable to the City for any interruption or failure of service caused in whole or in part by any cause beyond the reasonable control of the Grantee, including but not limited to acts of God or the public enemy, fires, floods, earthquakes or other catastrophes, severe weather, strikes or failure or breakdown of generating, transmission or distribution facilities. The Grantee shall maintain emergency repair service available on call.

Section 7. CONDITIONS ON STREET OCCUPANCY.

(1) All transmission and distribution structures, lines and equipment erected by the Grantee within the City shall be so located as to cause minimum interference with the proper use of streets, alley and other public ways and place, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places.

(2) In the even that at any time during the period of this franchise the City shall lawfully elect to alter or change the grade of any street, alley or other public way, the Grantee, upon reasonable notice by the City shall remove, relay and relocate its poles, wires, cables and other fixtures at its own expense, unless the facilities are to be relocated for the benefit of a third party, in which case the third party shall pay the costs of relocation.

(3) PLACEMENT OF FIXTURES. The Grantee shall not place poles or other fixtures where the same will interfere with any telephone wire or conduit, sewer line, water hydrant or water main, and all such poles or other fixtures shall, wherever practicable, be placed close to the line of the lot abutting on said alley, and then in such a manner as not to interfere with the usual travel on said streets, alley and public ways.

(4) TEMPORARY REMOVAL OF WIRE FOR BUILDING MOVING. The Grantee shall, on request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires where practicable to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the Grantee shall be given reasonable advance notice to arrange for such temporary wire changes.

Section 8. COVENANT TO SAVE CITY HARMLESS FROM DAMAGES.

The grantee hereby agrees and covenants to save the City, its officers and employees, harmless from all loss or expense sustained by the City on account of any suit, judgment, execution, claim or demand whatsoever, and to indemnify the City against any such loss or expense arising from any casualty or accident to person or property, by reason of any negligent construction, excavation or any other negligent construction, excavation or any other negligent act done under this privilege and permit by or for the Grantee, its agents or employees, or by reason of any neglect or omission of the Grantee to keep said poles, wires, pipes, conduits or facilities in a safe condition, or by reason of its operation of said system.

Section 9. SERVICE STANDARDS.

The Grantee shall maintain and operate its plant and system and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the Council as provided for in Section 4 of this Ordinance, subject to the authority of the PUC. During the term of this franchise, Grantee shall at all times assure that customers within the City have access to customer service from the Grantee as required by the PUC.

Section 10. CONSTRUCTION AND LOCATION OF FACILITIES.

Subject to the authority of the PUC, Grantee shall comply with the requirements of Chapter 8 of Title 8 (Right-of-Way) of the Ontario City Code in connection with any construction, installation, extension, removal, relocation, or maintenance of any facilities in the City Rights-of-Way or any public place.

Section 11. PERMISSION TO CONSTRUCT.

Except in emergencies, prior to the commencement of any construction or relocation of any of the Grantee's underground wires or of the Grantee's poles and lines in the Streets, alleys or other public places within the City, the Grantee shall notify the City of such work and upon request shall furnish a map showing the location of such construction or relocation. The location of all such poles and lines and underground wires shall be at placed approved by the City. The provisions of this paragraph shall not apply to the construction or relocation of service wires from poles to dwellings or buildings.

Section 12. RECORD KEEPING.

The Grantee shall keep an accurate record of all accounts pertaining to the sale of electricity within the City for a period not to exceed three years. For the purpose of determining the amounts due under Section 13 of this ordinance, the City may inspect the books of account and other data and records of the Grantee at any time during business hours and may audit them from time to time and may require the Grantee to make available to it all records for such purpose.

Section 13. COMPENSATION.

(1) As compensation for the rights and privileges herein granted, the Grantee shall pay to the City during the term hereof an amount equivalent to seven (7.00) percent of the Grantee's "Gross Revenue" on all sales of electrical service within the City, such compensation to be due and payable quarterly, within thirty (30) days from and after the close of each quarter during the term hereof. Within sixty (60) days after the termination of this franchise, compensation shall be paid for the period elapsing since the close of the last quarter for which compensation has been paid through the franchise agreement termination date.

(2) “Gross Revenue” shall be defined as set forth in Oregon Administrative Rule 860-022-0040.

(3) Compensation required by this Section 13 of this ordinance to be paid and rendered by the Grantee to the City shall be a credit against all license, occupation, business or other fees or taxes which the City now is or may hereafter be empowered to ley or assess against the Grantee.

(4) Nothing herein contained shall be deemed to give to the Grantee any credit against any ad valorem property tax now or hereafter levied against the real and personal property of Grantee located within the City or against any improvement assessment, permit or inspection fee.

(5) The City shall provide appropriate information to the Grantee to allow the Grantee to identify which of its customers are located within the corporate limits of the City for purposes of paying franchise fees. Grantee shall not be responsible for any failure to pay franchise fees which results from deficiencies in such information provided by the City. In the event the City annexes a new area into its corporate limits, the terms of this Section 13 regarding franchiser fees shall not apply to the annexed area until sixty (60) days after the City has supplied the Grantee with appropriate information for the identification of the Grantee’s customers within the annexed area.

(6) If direct access is implemented by Grantee in accordance with Oregon law and regulations adopted by the PUC, the City and Grantee will mutually determine whether, instead of calculating the franchise fee in accordance with subsection (1) of this Section 13, the franchise fee should be calculated using volume-based methodologies in accordance with PUC regulations.

Section 14. REMOVAL OF EQUIPMENT FOLLOWING EXPIRATION OR REVOCATION.

Upon expiration or revocation (pursuant to Section 19) of this privilege and permit, the Grantee shall, within one year or such further time as may be allowed by the City, remove from the streets, alleys and other public places all its property and equipment, and forthwith replace and restore the streets, alleys and other public places to their former condition. If the Grantee fails to remove its property and equipment within such time, the City may take such steps as may be necessary to forcibly remove the same at the expense of the Grantee and the Grantee shall promptly pay the full cost and expense thereof on demand by the City.

Section 15. TREE TRIMMING.

The Grantee shall have the right and privilege, insofar as the City is able to grant the same, in accordance with National Arborist Association standards, of the pruning of all trees which overhang the present and future streets, alleys, highways and other public places within the corporate limits of the City, in such a manner and to such extent as will prevent the branches or limbs or other parts of such trees from touching or interfering with its wires, poles and other fixtures and equipment. However, except in an emergency, no pruning shall be undertaken without giving the occupant of the adjacent property written or oral notice that such pruning will be performed.

Section 16. CO-LOCATION.

In consideration for granting this franchise, Grantee grants the right and privilege without payment or charge to the City, but at the City's expense, with prior notice and approval of Grantee, to place and maintain wires, control boxes, and any other necessary equipment as the City may require for fire, police, emergency or other internal municipal purposes, on Grantee's facilities placed by Grantee in the City's Rights-of-Way or public places, whether above or underground. All such installation shall be made in a manner so as not to interfere with Grantee's electric energy service and in conformance with good electrical practice, Grantees's standards, and local, states and federal regulations. When safety is an issue, Grantee shall not be required to allow such installations of City equipment on Grantee's facilities. The City shall not sell or lease its rights under this Section 16 to any third parties. The City shall hold Grantee harmless from all claims or liability for damage that arises out of City's use of Grantee's facilities under this Section 16.

Section 17. PUBLIC WORKS AND IMPROVEMENTS NOT AFFECTED BY FRANCHISE.

(1) The City reserves the right to:

(a) Construct, install, maintain and operate any public improvement, work or facility in, over or under any Right-of-Way or public place;

(b) Perform or authorize or direct the performance of any work that the City may find desirable or convenient in, over or under any Right-of-Way or public place;

(c) Vacate, alter or close any Right-of-Way or public place, provided that the City shall make available to Grantee with alternative Right-of-Way for the location of its facilities or provide for the preservation of Grantee's rights of use, replacement and maintenance. If Grantee's facilities must be relocated from a vacated Right-of-Way, the petitioners of the vacation shall bear the cost of relocation of the facilities;

(d) Control or prevent the use of any public place by Grantee;

(e) Exercise any non-regulatory power that the City currently holds, or may hereafter be authorized or granted by the laws of the state of Oregon or the City Charter, except where that power may be preempted or superseded by the constitutions of the United States or the state of Oregon or other laws or regulations of the state of Oregon;

(f) Exercise any regulatory power that is abandoned by the PUC, not vested exclusively by law in any other state regulatory body, and that can be lawfully exercised by the City.

(2) Whenever the City shall perform or cause or permit to be performed any work in any Right-of-Way where such work may disturb or interfere with Grantee's facilities, the City shall, or require its permittee, to notify, in writing, Grantee sufficiently in advance of the contemplated work to enable Grantee to take those measures,

including relocation or removal, as may be deemed necessary to protect its facilities, at its own expense.

Section 18. EMINENT DOMAIN; OTHER FRANCHISES.

In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof, the City agrees not to engage in the business of providing electric service during the life of this franchise or any extension thereof ion competition with the Grantee, its successors and assigns; but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the state of Oregon. The City shall not grant a franchise to another electric service provider during the term of this franchise agreement unless the electric service provider has received approval to provide electrical service within the City from the PUC, and the City has imposed the same franchise fee on the electric service provider as paid by the Grantee.

Section 19. ACCEPTANCE.

The Grantee shall within thirty days from the effective date of this ordinance to file with the City its written unconditional acceptance of this privilege, retroactive to July 1, 2020; and if the Grantee fails so to do, this ordinance shall be void.

Section 20. REVOCATION AND MUTUAL MODIFICATION.

The franchise hereby granted may be revoked and forfeited by the City, by duly enacted ordinance therefor, and following a hearing at which the Grantee has an opportunity to be present and to be heard, in the event that the Grantee shall fail after reasonable notice or demand to comply with any of the terms, conditions, and obligations imposed upon the Grantee hereunder.

The terms of this franchise and the rights and privileges hereby conferred may be changed, altered, or amended or modified at any time upon mutual agreement between the City and the Grantee, and this franchise will be subject to renegotiation at any time by service by either the City or the Grantee upon the other of notice in writing for a period of sixty (60) days and following such renegotiations and mutual agreement, this ordinance may be amended by a majority vote of the City Council and execution by the Grantee and the terms of such amended ordinance will in all respects supersede any terms hereof with which said amended ordinance is in conflict.

Section 21. RESERVATION OF STATUTORY AND CHARTER AUTHORITY.

The City reserves the right to exercise, with regard to this privilege and permit the Grantee, all authority now or hereafter granted to the City by state statute or City Charter.

Section 22. TRANSFER OF FRANCHISE.

Grantee shall not transfer, assign, or dispose of this franchise agreement without the prior consent of the City, which consent shall not be unreasonably withheld or delayed, and then only on such reasonable conditions as may be prescribed in such consent, unless the transferee or assignee acquires a majority interest in the Grantees's facilities within the City in a transaction approved by the PUC, in which case Grantee shall provide advance written notice of such transfer or assignment.

PASSED AND ADOPTED by the Common Council of the City of Ontario this _____ day of ______________, 2020, by the following vote:

AYES:
NAYS:
ABSENT:

APPROVED by the Mayor this _______ day of _____________, 2020,

ATTEST:

___________________________________	___________________________________
Riley J. Hill, Mayor	Tori Barnett, MMC, City Recorder

Franchise Ordinance No. 2776-2020, accepted this ______ day of _____________________, 2020.

IDAHO POWER COMPANY

By: _________________________________
____

ATTEST:

____
Secretary

AGENDA REPORT
OLD BUSINESS
June 23, 2020

TO: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: WAY-FINDING DECISION POINTS

DATE: June 19, 2020

PROPOSED MOTION:

I MOVE TO DIRECT TRADEMARK TO GO FORWARD WITH EITHER OPTION 1, 2, OR 3, WITH COMMENTS.

SUMMARY:

Trademark has come to a decision point on three possible designs.

BACKGROUND:

The city was awarded a grant from Travel Oregon for a wayfinding development. The city hired Trademark Design to complete the wayfinding study.

CURRENT SITUATION:

The Council reviewed logo designs and asked that staff let the public decide through a survey. Trademark went forward with the design incorporated into the new logo.

Three designs have been worked up for consideration by the City Council. A map for location of wayfinding signs is in progress.

ANALYSIS:

A. **STRATEGIC PLAN** This project is specifically listed as an activity in the beautification strategy.

B. **FINANCIAL** This is being paid for by a grant from Travel Oregon and a match from the Four Rivers Cultural Center. Money is budgeted in the 2021 budget for production of wayfinding signs.

C. **TIMING** The project is coming to an end, after which we can move into production.

D. **POLICY/LEGAL** We are at a point where City Council should make a decision to continue to move forward. The city leadership team has reviewed the designs and has a preference towards Option 2.

ALTERNATIVES:

There are three options from which to choose.

RECOMMENDATION:

Staff recommends Council approve one of the three options to move forward with further design.

ATTACHMENTS:

1. Ontario Wayfinding Aethetic Options _v3 (003)

CITY OF ONTARIO WAYFINDING

AESTHETIC OPTIONS

208.949.1160
915 West Royal Boulevard
Boise, Idaho 83706

TRADEMARK
DESIGN | FABRICATION

OPTION 1 : HIGH DESERT

WELCOME TO ONTARIO (at major decision points- off highway)

VEHICULAR DIRECTIONAL SIGN (at major decision points)

PEDESTRIAN DIRECTIONAL SIGN (throughout walkable dt)

INFORMATIONAL SIGNAGE

VEHICULAR DIRECTIONAL SIGN (mid-neighborhood)

PEDESTRIAN DIRECTIONAL SIGN (at major decisions throughout trails)

PEDESTRIAN DIRECTIONAL SIGN (throughout trails)

FLAG POLE DESIGN

NEIGHBORHOOD SIGNAGE

208.949.1160
915 West Royal Boulevard
Boise, Idaho 83706

TRADEMARK
DESIGN | FABRICATION

OPTION 1 : HIGH DESERT

CONCEPTUAL RENDERS

208.949.1160
915 West Royal Boulevard
Boise, Idaho 83706
TRADEMARK
DESIGN | FABRICATION

OPTION 2 : VIEW POINT

WELCOME TO ONTARIO (at major decision points- off highway)

VEHICULAR DIRECTIONAL SIGN (at major decision points)

PEDESTRIAN DIRECTIONAL SIGN (throughout walkable dt)

INFORMATIONAL SIGNAGE

VEHICULAR DIRECTIONAL SIGN (mid-neighborhood)

PEDESTRIAN DIRECTIONAL SIGN (at major decisions throughout trails)

PEDESTRIAN DIRECTIONAL SIGN (throughout trails)

FLAG POLE DESIGN

NEIGHBORHOOD SIGNAGE

208.949.1160
915 West Royal Boulevard
Boise, Idaho 83706

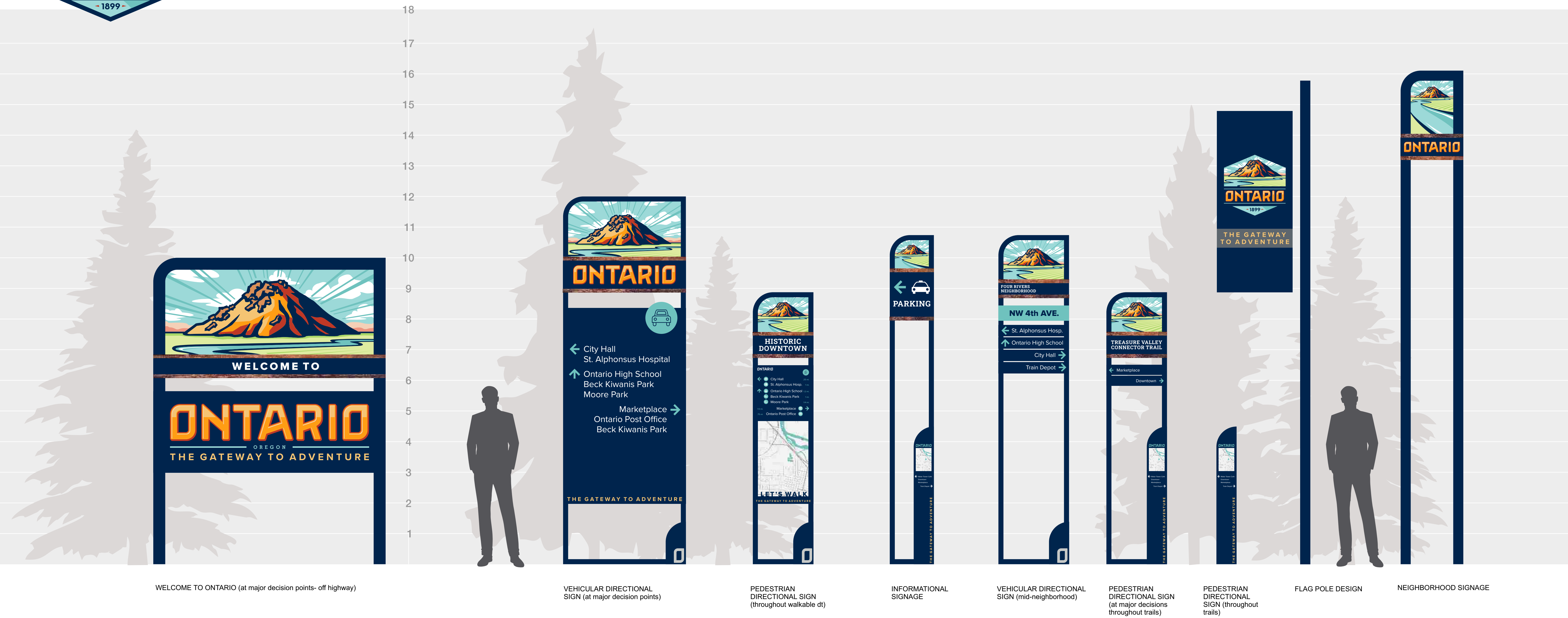
TRADEMARK
DESIGN | FABRICATION

OPTION 2 : VIEW POINT

CONCEPTUAL RENDERS

208.949.1160
915 West Royal Boulevard
Boise, Idaho 83706
TRADEMARK
DESIGN | FABRICATION

OPTION 3 : ONTARIO 'O'



208.949.1160
915 West Royal Boulevard
Boise, Idaho 83706

TRADEMARK
DESIGN | FABRICATION

OPTION 3 : ONTARIO 'O'

CONCEPTUAL RENDERS

208.949.1160
915 West Royal Boulevard
Boise, Idaho 83706

TRADEMARK
DESIGN | FABRICATION

We suggest using the new “Ontario” logo and fonts that are now a part of the city’s brand and identity on the gateway design to create cohesiveness and consistency.

AGENDA REPORT
NEW BUSINESS
June 23, 2020

TO:	Mayor and City Council
FROM:	Kari Ott, Finance Director
THROUGH:	Adam J. Brown, City Manager
SUBJECT:	**RESOLUTION #2020-130: WATER & SEWER RATE INCREASE**
DATE:	June 19, 2020

PROPOSED MOTION:

NO PROPOSED MOTION

SUMMARY:

The attached resolution increases the water and sewer service rates by the 2019 annual Portland Oregon Consumer Price Index of 2.3%.

BACKGROUND:

On December 5, 2016, the Council agreed to increase water and sewer rates annually based on the Portland, Oregon, Consumer Price Index.

The fee resolution implements City Code Sections 8-11-22 and 8-9-2 which allow the Council to set by resolution the water service rates for monthly water service and the sewer service rates for monthly sewer service to be charged by the city.

CURRENT SITUATION:

The change from December 2018 to December 2019 consumer price index was 2.3%. The attached resolution increases water and sewer rates by 2.3%. This increase will keep the water and sewer funds stable while accumulating more than the reserve recommendation.

With the state of the economy, staff recommends no increase this year.

ANALYSIS:

A. **STRATEGIC PLAN** No strategic plan impact.

B. **FINANCIAL** The increase in the water and sewer fees provides a basis for keeping up with normal inflation.

C. **TIMING** Fees can take effect at the discretion of the Council. Normally fees would increase at the beginning of the new fiscal year.

D. **POLICY/LEGAL** The passage of a fee is subject to ORS 294. 160(1) which provides: “The governing body of a city, county or other unit of local government shall provide an opportunity for interested persons to comment on the enactment of any ordinance or resolution prescribing a new fee or a fee increase or an increase in the rate or other manner in which the amount of a fee is determined or calculated.”

ALTERNATIVES:

A. Resolution Approval-- the Council could approve the resolution to increase water and sewer rates as attached.

RECOMMENDATION:

Due to the state of the economy and the hits from COVID-19, staff does not recommend approving Resolution 2020-130. This can be readdressed next year.

ATTACHMENTS:

1. RES 2020-130_CC_Resolution Increasing Water & Sewer Rates_6 2020

RESOLUTION 2020-130

A RESOLUTION INCREASING WATER AND SEWER SERVICE FEES AND CHARGES BY 2019 CONSUMER PRICE INDEX

WHEREAS, It is the policy of the City of Ontario to require the ascertainment and recovery of certain City costs from Fees and charges levied therefore in providing City services and regulations; and,

WHEREAS, The City Council has directed the City Manager to annually cause a review of City fees and charges to recover the percentage of City costs in providing City services and regulations and recommend adjustments to the City Council; and,

WHEREAS, By consensus on December 5, 2016, the Council proposed that the City should increase water and sewer rates annually based on the Portland, Oregon Consumer Price Index twelve-month percent change from December of the year prior to the prior year to December of the year prior to the current year as published by the Bureau of Labor Statistics: and

WHEREAS, The Portland, Oregon Consumer Price Index change was 2.3% for 2019: and

WHEREAS, This fee resolution implements City Code Sections 8-11-22 and 8-9-2 which allow the Council to set by resolution the water service rates for monthly water service and the sewer service rates for monthly sewer service to be charged by the City.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council as follows:

1) The City Council approves the following fee schedule for water service rates under City Code Section 8-11-22:

Meter Size	Monthly Base Rate	Outside City Limits	Consumption Rate per 1,000 gallons	Consumption Rate Outside City Limits per 1,000 gallons
5/8-1 inch	$12.34	$21.61	$1.67	$2.91
1 ½ inch	$30.86	$54.02	$1.67	$2.91
2 inch	$49.39	$86.43	$1.67	$2.91
3 inch	$123.48	$216.08	$1.67	$2.91
4 inch	$197.55	$345.72	$1.67	$2.91
6 inch	$494.12	$864.18	$1.67	$2.91
8 inch	$790.22	$1,382.90	$1.67	$2.91
10 inch	$2,568.23	$4,494.40	$1.67	$2.91

2) The City Council approves the following fee schedule for sewer service rates under City Code Section 8-9-2:

Base Inside City Limits	Monthly Rate Inside City Limits	Per	Base Outside City Limits	Monthly Rate Outside City Limits	Per
$6.79	$6.22	1,000 gallons	$11.90	$10.91	1,000 gallons

3) Subject to Paragraph 4 below, each year beginning in 2018 after the anniversary date of this Resolution, staff is directed to automatically increase the water service rates under City Code Section 8-11-22 and the sewer service rates under City Code Section 8-9-2 based on the Portland, Oregon Consumer Price Index twelve-month percent change from December of the year prior to the prior year to December of the year prior to the current year as published by the Bureau of Labor Statistics.

4) Before implementing each annual automatic increase in Paragraph 3 above, staff shall include the amount of the increase as an agenda item for a meeting of the City Council; and the City Council shall permit public comment under ORS 294.160(1) on the amount of the increase. Unless the increase is suspended or modified by the City Council, staff shall implement the increase.

EFFECTIVE DATE: Effective July 1, 2020.

PASSED AND ADOPTED by the City Council of the City of Ontario this 23rd day of June, 2020, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 23rd day of June, 2020.

____
Riley J. Hill, Mayor

ATTEST:

____
Tori Barnett, MMC, City Recorder

Explanation of Fee (What is it for?)	2020 Fee	2020 Recommended Fee	% increase Recommended	Annual Amounted Revenues Expected 2021	Year Last Updated
Fire Department					
City Burn Permits (each)	$15.00	$15.00	0.00%	$500	
City Burn Barrels	$30.00	$30.00	0.00%	$300	
Fire Report Requests	$5.00	$5.00	0.00%	$50	
Airport					
Single Weekly	$20.00	$20.00	0.00%	$300	2018
Twin Weekly	$40.00	$40.00	0.00%	$800	2018
Turbo/Jet Weekly	$60.00	$60.00	0.00%	$480	2018
Single Monthly	$50.00	$50.00	0.00%	$150	2018
Twin Monthly	$100.00	$100.00	0.00%	$300	2018
Turbo/Jet Monthly	$150.00	$150.00	0.00%	$300	2018
Single Yearly	$500.00	$500.00	0.00%	$1,500	2018
Twin Yearly	$1,000.00	$1,000.00	0.00%	$1,000	2018
Turbo/Jet Yearly	$1,500.00	$1,500.00	0.00%	$1,500	2018
Administration					
Records Requests: 8.5x11 Per page	$0.25	$0.25	0.00%	$6	2009
Records Requests: 11x17 Per page	$0.50	$0.50	0.00%	$1	2009
Records Requests: DVD	$10.00	$10.00	0.00%	$0	2009
Records Requests: Cassette	$5.00	$5.00	0.00%	$0	2009
Business Registrations: New	$25.00	$25.00	0.00%	$500	2015
Business Registrations: Renewal	$10.00	$10.00	0.00%	$2,000	2015
General Government					
Transient Merchant Application	$100.00	$100.00	0%	$0	2005
Transient Merchant: Daily Fee	$500.00	$500.00	0%	$0	2005
Transient Merchant: Monthly Fee	$1,000.00	$1,000.00	0%	$0	2005
Transient Merchant: Six-Month Fee	$2,000.00	$2,000.00	0%	$0	2005
Christmas Tree Lots: Application	$20.00	$20.00	0%	$40	2005
Christmas Tree Lots: Daily Fee	$20.00	$20.00	0%	$0	2005
Christmas Tree Lots: Season Fee	$200.00	$200.00	0%	$400	2005
Firework Stands: Application	$20.00	$20.00	0%	$40	2005
Firework Stands: Daily Fee	$20.00	$20.00	0%	$0	2005

Explanation of Fee (What is it for?)	2020 Fee	2020 Recommended Fee	% increase Recommended	Annual Amounted Revenues Expected 2021	Year Last Updated
Firework Stands: Season Fee	$20.00	$20.00	0%	$400	2018
Entertainment: Application	$10.00	$10.00	0%	$0	2003
Entertainment: Annual	$1,000.00	$1,000.00	0%	$0	2003
Entertainment: Daily	$100.00	$100.00	0%	$0	2003
Garage/Yard Sale: Permit	$5.00	$5.00	0%	$2,400	2003
Flea Market: Application	$10.00	$10.00	0%	$0	2003
Flea Market: Daily Fee	$10.00	$10.00	0%	$0	2003
Flea Market: Monthly Fee	$200.00	$200.00	0%	$0	2003
Flea Market: Six-Month Fee	$500.00	$500.00	0%	$0	2003
Peddler/Canvassers/Solicitors: Application	$20.00	$20.00	0%	$40	2003
Peddler/Canvassers/Solicitors: Daily Fee	$10.00	$10.00	0%	$0	2003
Peddler/Canvassers/Solicitors: Weekly Fee	$40.00	$40.00	0%	$0	2003
Peddler/Canvassers/Solicitors: Monthly Fee	$100.00	$100.00	0%	$0	2003
Peddler/Canvassers/Solicitors: Annual Fee	$200.00	$200.00	0%	$400	2003
Sidewalk Food Vendor: Application	$20.00	$20.00	0%	$80	2003
Sidewalk Food Vender additional emp	$5.00	$5.00	0%	$10	
Sidewalk Food Vendor: Monthly Fee	$25.00	$25.00	0%	$100	2003
Sidewalk Food Vendor: Annual Fee	$75.00	$75.00	0%	$0	2003
Special Events: Application	$10.00	$10.00	0%	$400	2003
Special Events: Park Pavilion	$10.00	$10.00	0%	$1,200	2003
Special Events: Large Portion of Park	$50.00	$50.00	0%	$100	2003
Special Events: Clean-Up Deposit 10<	$25.00	$25.00	0%	$0	2003
Special Events: Clean-Up Deposit 10 - 25<	$50.00	$50.00	0%	$0	2003
Special Events: Clean-Up Deposit 25 - 50<	$75.00	$75.00	0%	$0	2003
Special Events: Clean-Up Deposit 50 - 100<	$100.00	$100.00	0%	$0	2003
Special Events: Clean-Up Deposit 100 - 250<	$250.00	$250.00	0%	$0	2003

Explanation of Fee (What is it for?)	2020 Fee	2020 Recommended Fee	% increase Recommended	Annual Amounted Revenues Expected 2021	Year Last Updated
Special Events: Clean-Up Deposit 250>	$500.00	$500.00	0%	$0	2003
Special Events: Damage from Equipment (Dep)	$500.00	$500.00	0%	$0	2003
Special Events: Damage from Vehicles (Dep)	$500.00	$500.00	0%	$0	2003
Special Events: Staff Pre/Post Inspection	$66.00	$66.00	0%	$66	2003
Special Events: Staff Street Closure	$100.00	$100.00	0%	$100	2003
Taxi Cab Application	$20.00	$20.00	0%	$20	
Taxi Cab Per Vechicle	$60.00	$60.00	0%	$60	
Dealer of Regulated Property Annual Fee	$25.00	$25.00	0%	$25	
Social Gaming License Annual Fee	$100.00	$100.00	0%	$100	2016
Social Gaming License Monthly Fee	$50.00	$50.00	0%	$0	2016
Social Gaming License Weekly Fee	$25.00	$25.00	0%	$0	2016
Social Gaming License Daily Fee	$10.00	$10.00	0%	$0	2016
LIEN Search Fee	$25.00	$25.00	0%	$6,000	2018
NSF	$25.00	$25.00	0%	$800	
Community Development					
Appeals on any action	$180.00	$180.00	0%	$0	2018
Change of Zoning Map	$330.00	$330.00	0%	$660	2018
Comprehensive Plan Change	$510.00	$510.00	0%	$510	2018
Conditional Use Permit	$180.00	$180.00	0%	$360	2018
Grading and excavation permit	$40.00	$40.00	0%	$0	2018
Non-Conforming Use exception	$120.00	$120.00	0%	$120	2018
Partition	$390.00	$390.00	0%	$780	2018
Property Line adjustment	$150.00	$150.00	0%	$600	2018
Site Development	$50.00	$50.00	0%	$0	2018
Subdivision, Tentative Plat 30 lots<	$530.00	$530.00	0%	$530	2018
Subdivision/Partition Final Plat-ROW	$175.00	$175.00	0%	$350	2018
Subdivision for each lot over 30	$10.00	$10.00	0%	$0	1988

Explanation of Fee (What is it for?)	2020 Fee	2020 Recommended Fee	% increase Recommended	Annual Amounted Revenues Expected 2021	Year Last Updated
Temporary Use Permit	$120.00	$120.00	0%	$240	2018
Annexation/Zone change	$390.00	$390.00	0%	$780	2018
Hearing body variance	$145.00	$145.00	0%	$145	2018
Variance, administrative	$45.00	$45.00	0%	$45	2018
Admin action notice/mailing	$80.00	$80.00	0%	$1,280	2018
Planning Commision action notice/mail	$220.00	$220.00	0%	$880	2018
Police					
Copy of Paper Report	$10.00	$10.00	0.00%	$4,000	2014
Copy of Audio Report (CD/DVD)	$10.00	$10.00	0.00%	$200	2014
Copy of Video/Photos on CD/ DVD	$10.00	$10.00	0.00%	$100	2014
Dog License Annually(spayed/ neutered)	$12.00	$12.00	0.00%	$840	
Dog License Annually (not spayed/neutered)	$18.00	$18.00	0.00%	$700	
Replacement Dog Tag	$5.00	$5.00	0.00%	$20	
Dog Release Form	$35.00	$35.00	0.00%	$1,700	
Noise Variance Application	$0.00	$15.00	N/A	$150	New
Fingerprint Card	$15.00	$15.00	0.00%	$1,300	
Impounded Vehicle Release	$100.00	$100.00	0.00%	$2,000	
Code Enforcement					
Derelict Structure Fees first 6 Months/month	$250.00	$250.00	0%	$8,000	2018
Derelict Structure Fee Months 7-12/month	$500.00	$500.00	0%	$4,000	2018
Derelict Structure Fee Months 13-18/month	$750.00	$750.00	0%	$3,000	2018
Derelict Structure fee Thereafter	$1,000.00	$1,000.00	0%	$1,000	2018
Derelict Structure Appeal Fee	$250.00	$250.00	0%	$1,000	2018
Abatement Administrative Fee	$150.00	$150.00	0%	$1,000	2018
Public Works					
Water Deposit	$170.00	$170.00	0%	$60,180	2018
Shut off fee	$40.00	$40.00	0%	$12,000	2018
Turn on fee	$40.00	$40.00	0%	$12,000	2018

Explanation of Fee (What is it for?)	2020 Fee	2020 Recommended Fee	% increase Recommended	Annual Amounted Revenues Expected 2021	Year Last Updated
After Hour Fee	$50.00	$50.00	0%	$100	
Meter tampering	$50.00	$50.00	0%	$200	200
Per Gallon Septage Receiving Fee	$0.10	$0.10	0%	$0	2018
Hydrant Stand One Time User Fee	$35.00	$35.00	0%	$490	2018
Hydrant Stand Monthly Meter Fee	$35.00	$35.00	0%	$175	
Frozen Meter Fee	$50.00	$50.00	0%	$150	
Cemetery/City Adult Space	$350.00	$350.00	0%		2009
Cemetery/City Adult Space Perp. Care & Maintance	$400.00	$400.00	0%		2009
Cemetery/City Adult Space Open & Close	$300.00	$300.00	0%		2009
Cemetery/Non-City Adult Space	$500.00	$500.00	0%		2009
Cemetery/Non-City Adult Space Perp Care & Maintance	$450.00	$450.00	0%		2009
Cemetery/Non-City Adult Open & Close	$350.00	$350.00	0%		2009
Cemetery/City Infant Space	$175.00	$175.00	0%		2009
Cemetery/City Infant Perp. Care & Maintance	$400.00	$400.00	0%		2009
Cemetery/City Infant Open & Close	$225.00	$225.00	0%		2009
Cemetery/Non-City Infant Space	$225.00	$225.00	0%		2009
Cemetery/Non-City Infant Perp. Care & Maintance	$450.00	$450.00	0%		2009
Cemetery/Non-City Infant Open & Close	$250.00	$250.00	0%		2009
Cemetery Adult Disinterment	$1,000.00	$1,000.00	0%		2009
Cemetery Infant Disinterment	$600.00	$600.00	0%		2009
Cemetery Cremains Disinterment	$400.00	$400.00	0%		2009
Cemetery Saturday Fee	$350.00	$350.00	0%		2009
Cemetery After 3:00 p.m. Weekday Fee	$350.00	$350.00	0%		2009
Cemetery Deed Transfer Fee	$50.00	$50.00	0%		2009
Columbarium-Single	$0.00	$450.00	N/A		New
Columbarium - Perpetual Maintenance	$0.00	$300.00	N/A		New

RESOLUTION #2020-131

A RESOLUTION ADOPTING A MASTER FEE SCHEDULE FOR THE 2020-2021 FISCAL YEAR

WHEREAS, The City of Ontario charges various fees for services that need to be reviewed periodically; and

WHEREAS, A master fee schedule is a best practice for local governments; and

WHEREAS, A master fee schedule can be reviewed annually at the budget time to make adjustments comprehensively; and

WHEREAS, The Ontario City Council desires to amend and adopt fees annually by resolution.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council adopts the attached fee schedule as amended.

EFFECTIVE DATE: Effective July 1, 2020.

PASSED AND ADOPTED by the City Council of the City of Ontario this 23rd day of June, 2020, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 23rd day of June, 2020.

____

Riley J. Hill, Mayor

ATTEST:

____

Tori Barnett, MMC, City Recorder

AGENDA REPORT
NEW BUSINESS
June 23, 2020

TO:	Mayor and City Council
FROM:	Daniel Beaubien, Airport Manager
THROUGH:	Adam J. Brown, City Manager
SUBJECT:	**HANGAR LEASE TRANSFER: SMITH TO SMITH FAMILY TRUST (230, 232, 234 ECHO/231, 233, 235 FOXTROT) HANDOUT ITEM**
DATE:	June 24, 2020

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE TRANSFER OF LEASE FROM ROGER SMITH TO THE SMITH FAMILY TRUST, FOR 230, 232, 234 ECHO, AND 231, 233, 235 FOXTROT.

SUMMARY:

Roger Smith has passed away and his son Keven Smith would like to have the lease changed to reflect the new owner which is the Smith Family Trust.

BACKGROUND:

When there is a change in the possession of an airplane hangar at the Ontario Municipal Airport, it is standard operating procedure to place the name of the new owner on the Lease.

CURRENT SITUATION:

Roger Smith has passed away, and his son, Kevin Smith, would like to have the hangars put into the Family Trust.

ANALYSIS:

A. **STRATEGIC PLAN** None.

B. **FINANCIAL** Continuing with the Lease enables the new owner to continue with rent payments to the city.

C. **TIMING** Now is the time to make the change as the annual billing invoices will be distributed in July. The hangar has already been placed in the Trust.

D. **POLICY/LEGAL** It is the policy of the city ot keep hangar leases up to date.

ALTERNATIVES:

The Council could opt to not allow the transfer to occur.

RECOMMENDATION:

Staff recommends approval of the transfer to the Smith Family Trust.

ATTACHMENTS:

1. Hangar Lease Txf-Smith to Smith Family Trust (Lease)
2. Hangar Lease Txf-Smith to Smith Family Trust (Map)
3. Hangar Lease Txf-Smith to Smith Family Trust Bill of Sale 06-09-2020
4. Hangar Lease Txf-Smith to Smith Family Trust (Lawyer Ltr) 06-10-2020

LEASE AGREEMENT
230, 232, 234 ECHO
& 231, 233, 235 FOXTROT

THIS AGREEMENT made and entered into this ~~18th~~23rd **day of June, 2020**, by and between the **City of Ontario, Oregon, a municipal corporation**, hereinafter referred to as "Landlord" and **Smith Family Trust** hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property known and operated as the Ontario Municipal Airport; and

WHEREAS, Tenant desires to lease certain real property for airplane storage and hangar use.

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

1) Landlord lease to Tenant and Tenant leases from Landlord the real property described in Exhibit "A," attached hereto and by this reference incorporated herein, for a period of **TWENTY (20) years**, commencing on the ~~18th~~**23rd day of June, 2020**. If the lease is not in default, unless either party shall give written notice prior to each anniversary date of this lease, and subject to Landlord's receipt from Tenant of the annual lease payment, the lease term will automatically renew for a successive ten-year term. A decision by Landlord to give Tenant written notice that Landlord does not intend to extend the ten-year term of this lease shall be based upon Landlord's need to utilize the subject property for other airport or aircraft purposes.

2) Tenant shall pay to the Landlord as yearly rent the sum of **fifteen ~~cent~~point six four (15.~~44~~64)** cents per square foot of the property described in Exhibit "A", subject to the rights of Landlord to escalate said rental amount as more specifically provided for hereinafter. The parties hereto covenant and agree that the total area of the property described in Exhibit "A" is **(6,~~888~~912) square feet** for the purposes of determining the annual rent herein. The annual rental amount shall be paid on or before the **15th day of August each year and is payable each year in advance**.

3) It is mutually understood and agreed between the parties hereto that the rental amount may be adjusted upward or downward annually in the sole discretion of the Common Council of the City of Ontario. Such adjustment may be made in any year and shall be effective for the balance of the lease term or until further adjustment, if any. Any increase in rent shall not exceed the percentage increase in the Consumer Price Index for Oregon for the previous year. Adjustments

to the rent shall not be made more frequently than one adjustment per year and each yearly adjustment shall not be an amount greater than 6% of the then existing rent.

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

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

6) The Tenant will keep and maintain all structures on the leased property in a constant state of good repair, and will refrain from storing any airplane parts, equipment, or debris outside buildings and will keep the premises in a clean, sightly condition. Any aircraft hangar located on the leased premises shall have operative doors. It is mutually understood and agreed between the parties hereto that the airport manager and/or building inspector of the City of Ontario shall have the right to inspect the premises periodically. In the event the building inspector of the City of Ontario deems any structure upon the leased premises not to be in compliance with any applicable statute, ordinance, rules or regulation or this agreement the Tenant agrees to correct such non-complying item at the Tenant's sole expense.

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

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

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

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

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

12) This lease shall be subordinate to the provisions of any existing or future agreement between the Landlord and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

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

14) Except with respect to activities for which the Landlord is responsible, the Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens. If Tenant fails to pay such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 12% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as Landlord's property interests are not jeopardized. If a lien is filed as a result of non-payment, Tenant shall, within ten days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or a sufficient corporate surety bond or other security satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

15) The Tenant shall obtain Commercial General Liability Insurance in a responsible company, with limits of $1,000,000 each occurrence with a $2,000,000 General Aggregate. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased premises whether or not related to an occurrence caused or contributed to by Landlord's negligence, shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under the provisions of the indemnification paragraph contained herein, and shall protect Landlord and Tenant against any and all claims of third persons. **Tenant is required to provide a copy of current insurance coverage to the city.**

For purposes of compliance with this section, the landlord may provide sufficient insurance, naming the tenant as an additional insured. Should the landlord be unable to obtain liability and property damage insurance which provides adequate coverage, the tenant shall be responsible for such coverage as specified above. In the event the landlord provides said insurance, landlord makes no representations, warranties or assurances that said coverage is adequate for the purposes of protecting tenant. The purpose of said insurance is solely for the protection of landlord and nothing in this paragraph is intended to waive the limits as established in the Oregon Tort Claims Act, ORS 30.260 et seq., as it applies to landlord.

Should the landlord be required to pay additional or increased rates, the City shall have a right to surcharge the tenants in an amount in excess of the annual rental rate as defined in Section 3 of this agreement sufficient to reimburse the City.

16) No part of the leased property may be assigned to any third person without the prior written consent of the Landlord. This provision shall apply to all transfers by operation of law and to transfers to and by trustees in bankruptcy, receivers, administrators, executors and legatees. No consent in one instance shall prevent the provision from applying to a subsequent instance. The Landlord shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstances.

17) The following shall be events of default:

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

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

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

18) In the event of a default, the lease may be terminated at the option of the Landlord by notice in writing to Tenant. The notice may be given before or within thirty (30) days after the running of the grace period for default and may be included in a notice of failure of compliance given under the provisions of paragraph 17(b) above set forth. If the property is abandoned by Tenant in connection with a default, termination shall be automatic and without notice.

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

20) If the lease is terminated for any reason, Tenant's liability for damages shall survive such termination, and Tenant shall vacate the property immediately and shall remove all improvements

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

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

22) Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

23) If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to the costs such sum as the court may adjudge reasonable as attorney fees, including attorney fees upon appeal.

24) Any notice required or permitted under this lease shall be given when actually delivered or when deposited in the United States mail as certified mail, addressed as follows:

To Landlord: City of Ontario
444 SW 4th Street
Ontario, Oregon 97914

To Tenant: Smith Family Trust c/o Kevin Smith
8727 Mickelson Lane
Payette, Idaho 83661

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

25) Subject to the above-stated limitation on transfer of Tenant's interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

26) If the Tenant fails to perform any obligation under this lease, the Landlord shall have the option to do so after fifteen (15) day's written notice to the Tenant. All of the Landlord's expenditures to correct the default shall be reimbursed by the Tenant on demand with interest at

the rate of 12% per annum from the date of expenditure by the Landlord.

27) In construing this lease, it is understood that the Landlord or Tenant may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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

CITY OF ONTARIO, OREGON

ATTEST

____

Riley J Hill, Mayor

____

Tori Barnett, MMC, City Recorder

TENANT

____

Smith Family Trust c/o Kevin Smith

TENANT

____

Exhibit "A"

Hanger Lease

City of Ontario
Municipal Airport,
Malheur County,
Oregon

BILL OF SALE

The undersigned KEVIN SMITH, successor in interest to Roger Smith, Deceased, Seller, in consideration of the sum of other valuable consideration to the Seller paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and deliver unto Thelma Smith, surviving Trustee of the R & T Smith Family Trust, u/a/d 06/01/1999, Buyer, the following described personal property:

Hangar which consists of a 48' x 144' metal building located at the Ontario Municipal Airport, 321 Airport Foxtrot, Ontario, Oregon, Ontario City Account No. 007499-000

Buyer is purchasing the property AS IS and Seller has made no representations as to the condition of the property described herein. The Seller hereby covenants and agrees to and with the Buyer and Buyer's heirs, successors, personal representatives and assigns that Seller is the owner of the property, free and clear of all liens and encumbrances and that seller has a good right to sell the same, and Seller and Seller's heirs, successors, personal representatives and assigns shall warrant and forever defend this sale against the claims and demands of all persons whomsoever.

Dated this 9th day of June, 2020.

K Smith
Kevin Smith

INTERMOUNTAIN LAW, PC
Attorneys at Law

DAVID R. AUXIER*
ANDREW G. MARTIN*
KRISCHELE WHITNAH
SEAN M. JORGENSEN*
RYAN H. HOLDEN**

*Licensed in Oregon and Idaho
**Licensed in Oregon, Idaho and Washington

Of Counsel:
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IDAHO
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Fruitland, ID 83619
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Fax: 208 452-7307
jperez@bakercitylaw.com

www.bakercitylaw.com

Via E-Mail: Daniel.beaubien@Ontariooregon.org
June 10, 2020

Daniel Beaubien
Ontario Airport

Re: Roger & Kevin Smith Hangar

Dear Daniel:

I represent Kevin Smith. He and his father, Roger Smith, owned a hangar at the Ontario airport. Roger is deceased and Kevin acquired the interest of his father. Kevin desires to transfer ownership of the hangar to the following entity:

Thelma Smith, successor Trustee of the R&T Smith Trust dated June 1, 1999

To complete the transfer, Kevin has signed a Bill of Sale, a copy of which is enclosed. Please make this change on your ownership records and also inform the City of Baker as I understand the permit number associated with this hangar is 007499-000.

If there is anything further than I need to provide to complete the ownership change, please notify me. Thank you.

Sincerely,

Dictated and Mailed without attorney's signature in his/her absence to avoid delay

David R. Auxier
mjb
enc.

AGENDA REPORT
NEW BUSINESS
June 23, 2020

TO: Mayor and City Council

FROM: Daniel Beaubien, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **HANGAR LEASE TRANSFER: KOEPPEN TO KOEPPEN TRUST (102, 103 HOTEL/107 INDIA) HANDOUT ITEM**

DATE: June 24, 2020

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE TRANSFER OF THE LEASE FROM DAVE KOEPPEN TO KOEPPEN TRUST.

SUMMARY:

Dave Koeppen tragically passed away in a plane crash and left his possessions in the Koeppen Trust of which his daughter Lisa Sanders is the executor. She asked to have the hangar lease transferred out on her fathers name and into the trust. She as executor will then be responsible for the lease agreements with the City of Ontario by way of the lease.

BACKGROUND:

When there is a change in the possession of an airplane hangar at Ontario Municipal airport it is standard operating procedure to place the name of the new owner on the lease.

CURRENT SITUATION:

Dave Koeppen has passed away and his daughter Lisa Sanders would like to have the hangar put into the family trust.

ANALYSIS:

A. **STRATEGIC PLAN** None.

B. **FINANCIAL** Continuing with the lease enables the new owner to continue with rent payments to the citY.

C. **TIMING** Now is the time to make the change as billing is going out in July and the hangar has already been put into the family trust.

D. **POLICY/LEGAL** It is the policy of the city to keep leases up to date.

ALTERNATIVES:

The city could choose to not grant a lease to the new owner.

RECOMMENDATION:

Staff recommends granting the lease to the new owner, Koeppen Trust, for hangars 102, 103 Hotel/107 India.

ATTACHMENTS:

1. Hangar Lease Txf-Koeppen to Koeppen Trust (Lease)
2. Hangar Lease Txf-Koeppen to Koeppen Trust (Map)

LEASE AGREEMENT
102, 103 & 107

THIS AGREEMENT made and entered into this **23rd day of June, 2020**, by and between the **City of Ontario, Oregon, a municipal corporation**, hereinafter referred to as "Landlord" and **Koeppen Famliy Living Trust** hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property known and operated as the Ontario Municipal Airport; and

WHEREAS, Tenant desires to lease certain real property for airplane storage and hangar use.

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

1) Landlord lease to Tenant and Tenant leases from Landlord the real property described in Exhibit "A," attached hereto and by this reference incorporated herein, for a period of **TWENTY (20) years**, commencing on the **23rd day of June, 2020.** If the lease is not in default, unless either party shall give written notice prior to each anniversary date of this lease, and subject to Landlord's receipt from Tenant of the annual lease payment, the lease term will automatically renew for a successive ten-year term. A decision by Landlord to give Tenant written notice that Landlord does not intend to extend the ten year term of this lease shall be based upon Landlord's need to utilize the subject property for other airport or aircraft purposes.

2) Tenant shall pay to the Landlord as yearly rent the sum of **fifteen point six four (15.64)** cents per square foot of the property described in Exhibit "A", subject to the rights of Landlord to escalate said rental amount as more specifically provided for hereinafter. The parties hereto covenant and agree that the total area of the property described in Exhibit "A" is **(3,118) square feet** for the purposes of determining the annual rent herein. The annual rental amount shall be paid on or before the **15th day of August each year and is payable each year in advance**.

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

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

Tenant's expense.

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

6) The Tenant will keep and maintain all structures on the leased property in a constant state of good repair, and will refrain from storing any airplane parts, equipment, or debris outside buildings and will keep the premises in a clean, sightly condition. Any aircraft hangar located on the leased premises shall have operative doors. It is mutually understood and agreed between the parties hereto that the airport manager and/or building inspector of the City of Ontario shall have the right to inspect the premises periodically. In the event the building inspector of the City of Ontario deems any structure upon the leased premises not to be in compliance with any applicable statute, ordinance, rules or regulation or this agreement the Tenant agrees to correct such non-complying item at the Tenant's sole expense.

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

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

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

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

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

12) This lease shall be subordinate to the provisions of any existing or future agreement between the Landlord and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

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

14) Except with respect to activities for which the Landlord is responsible, the Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the leased

premises and shall keep the premises free from any liens. If Tenant fails to pay such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 12% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as Landlord's property interests are not jeopardized. If a lien is filed as a result of non-payment, Tenant shall, within ten days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or a sufficient corporate surety bond or other security satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

15) The Tenant shall obtain Commercial General Liability Insurance in a responsible company, with limits of $1,000,000 each occurrence with a $2,000,000 General Aggregate. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased premises whether or not related to an occurrence caused or contributed to by Landlord's negligence, shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under the provisions of the indemnification paragraph contained herein, and shall protect Landlord and Tenant against any and all claims of third persons. **Tenant is required to provide a copy of current insurance coverage to the city.**

For purposes of compliance with this section, the landlord may provide sufficient insurance, naming the tenant as an additional insured. Should the landlord be unable to obtain liability and property damage insurance which provides adequate coverage, the tenant shall be responsible for such coverage as specified above. In the event the landlord provides said insurance, landlord makes no representations, warranties or assurances that said coverage is adequate for the purposes of protecting tenant. The purpose of said insurance is solely for the protection of landlord and nothing in this paragraph is intended to waive the limits as established in the Oregon Tort Claims Act, ORS 30.260 et seq., as it applies to landlord.

Should the landlord be required to pay additional or increased rates, the City shall have a right to surcharge the tenants in an amount in excess of the annual rental rate as defined in Section 3 of this agreement sufficient to reimburse the City.

16) No part of the leased property may be assigned to any third person without the prior written consent of the Landlord. This provision shall apply to all transfers by operation of law and to transfers to and by trustees in bankruptcy, receivers, administrators, executors and legatees. No consent in one instance shall prevent the provision from applying to a subsequent instance. The Landlord shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstances.

17) The following shall be events of default:

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

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

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

18) In the event of a default, the lease may be terminated at the option of the Landlord by notice in writing to Tenant. The notice may be given before or within thirty (30) days after the running of the grace period for default and may be included in a notice of failure of compliance given under the provisions of paragraph 17(b) above set forth. If the property is abandoned by Tenant in connection with a default, termination shall be automatic and without notice.

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

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

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

22) Waiver by either party of strict performance of any provision of this lease shall not be a

waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

23) If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to the costs such sum as the court may adjudge reasonable as attorney fees, including attorney fees upon appeal.

24) Any notice required or permitted under this lease shall be given when actually delivered or when deposited in the United States mail as certified mail, addressed as follows:

To Landlord: City of Ontario
444 SW 4th Street
Ontario, Oregon 97914

To Tenant: Koeppen Family Living Trust
c/o Lisa Sanders
1137 Thunderegg Blvd.
Nyssa, Oregon ~~97914~~97913

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

25) Subject to the above-stated limitation on transfer of Tenant's interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

26) If the Tenant fails to perform any obligation under this lease, the Landlord shall have the option to do so after fifteen (15) day's written notice to the Tenant. All of the Landlord's expenditures to correct the default shall be reimbursed by the Tenant on demand with interest at the rate of 12% per annum from the date of expenditure by the Landlord.

27) In construing this lease, it is understood that the Landlord or Tenant may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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

CITY OF ONTARIO, OREGON

ATTEST

Riley J Hill, Mayor

Tori Barnett, MMC, City Recorder

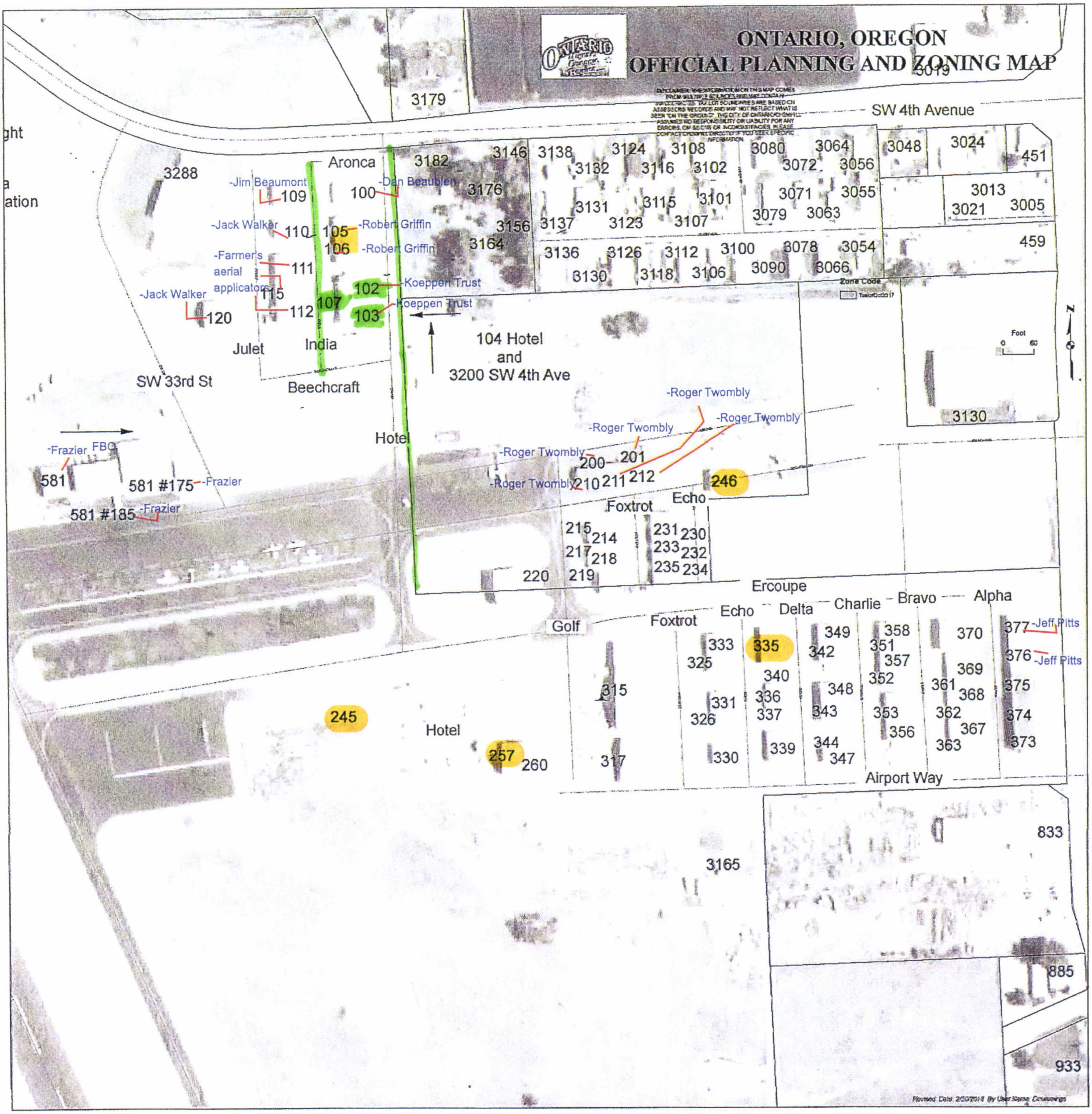
TENANT

TENANT

Koeppen Family Living Trust c/o Lisa Sanders

Exhibit "A"

Hanger Lease



City of Ontario
Municipal Airport,
Malheur County,
Oregon

MALHEUR COUNTY COURT MINUTES

June 10, 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. Various members of the public, media and staff were present at various times of the meeting electronically. Notice of the meeting was posted on the County website 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 # 2020-2019

PUBLIC HEARING - ADOPTION OF ASD BUDGET

The Court met as the governing body of the Ambulance Service District (ASD). Judge Joyce opened the public hearing for consideration of Resolution R20-20 adopting the Ambulance Service District budget; notice of the hearing was published in the Argus Observer and posted on the County website. No public comments were received. Judge Joyce closed the hearing. Commissioner Wilson moved to approve Resolution R20-20: In the Matter of the Adoption of a Budget and Levy of Taxes for the Fiscal Year 2020/21 as Required by ORS 294.456. Commissioner Hodge seconded and the motion passed unanimously. See instrument #2020-2020

COURT MINUTES

Commissioner Wilson moved to approve Court Minutes of June 3, 2020 as written. Commissioner Hodge seconded and the motion passed unanimously.

AMENDMENT - IGA #159822

Commissioner Wilson moved to approve Amendment #12: Amended and Restated 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, Agreement #159822. Commissioner Hodge seconded and the motion passed unanimously. The Amended and Restated Agreement becomes effective on July 1, 2020. A copy will be returned for recording.

PUBLIC HEARING - ADOPTION OF EXTENSION TAX DISTRICT BUDGET

The Court met as the governing body of the Malheur County Agricultural Educational Extension Service District. Judge Joyce opened the public hearing for consideration of Resolution R20-21 adopting the Extension tax district budget; notice of the hearing was published in the Argus Observer and posted on the County website. No public comments were received. Judge Joyce closed the hearing. Commissioner Hodge moved to approve Resolution R20-21: In the matter of the Adoption of a Budget and Levy of Taxes for the Fiscal Year 2020/21 as Required by ORS 294.456. Commissioner Wilson seconded and the motion passed unanimously. Total Appropriation is $1,209,334 and the tax rate is $0.23 per $1,000 of assessed value. See instrument #2020-2021

PUBLIC HEARING - ADOPTION OF COUNTY BUDGET

Judge Joyce opened the public hearing for consideration of Resolution R20-22 adopting the County budget; notice of the hearing was published in the Argus Observer and posted on the County website. Commissioner Hodge moved to include the Juvenile Department Director's request to reclassify one Probation Counselor position to a Senior Probation Counselor position. Judge Joyce seconded and the motion passed unanimously. No public comments were received. Commissioner Wilson moved to approve Resolution R20-22: In the Matter of the Adoption of a Budget and Levy of Taxes for the Fiscal Year 2020/21 as Required by ORS 294.456. Commissioner Hodge seconded and the motion passed unanimously. The total sum of the budget for the 2020/21 fiscal year is $33,442,332; and the tax rate is $2.5823 per $1,000 of assessed value. See instrument #2020-2044 for the document listing the changes before budget adoption; and instrument #2020-2022 for Resolution R20-22.

UPDATED COUNTY POLICY 105

Commissioner Hodge moved to approve updates to County Policy 105 - Computer Policy and Information Technology Security. Commissioner Wilson seconded and the motion passed unanimously. See instrument #2020-2023

ASSESSOR REPORT - APPEALS

Assessor Dave Ingram met with the Court and briefed them on large property tax appeals. Some appeal cases were dismissed; two cases had stipulations; and four public utility companies have accounts still in appeal. The appeals are in the Oregon Tax Court. Potential refund credits are held in accounts by the Treasurer and are an estimate of the amount of taxes in dispute.

AGREEMENT - DEPARTMENT OF REVENUE

Commissioner Hodge moved to approve Intergovernmental Services Agreement, Contract #DOR-135-20 with Department of Revenue for map maintenance and related cartographic activities to be performed by Department of Revenue for Malheur County for fiscal year 2020/2021. Commissioner Wilson seconded and the motion passed unanimously. A copy will be returned for recording.

AMENDMENT - LAKE OWYHEE ROAD FLAP AGREEMENT

Commissioner Hodge moved to approve Amendment 2 to the Federal Lands Access Program (FLAP) agreement, Project Number/Name: OR MALHEUR 846(1), Owyhee Lake Road Overstreet Road - Owyhee Reservoir; Western Federal Lands Highway Division, FHWA Agreement #DTFH70-16-E-00041. Commissioner Wilson seconded and the motion passed unanimously. County funding is increased by $150.00 for project work for planning and preliminary engineering efforts to enhance Owyhee Lake Road. See instrument #2020-2028 (Amendment 1 was executed unilaterally June 8, 2020 and extends the period of performance to December 31, 2020; and is recorded as instrument #2020-2027)

AMENDED ORDER FOR SALE OF PROPERTIES

Commissioner Wilson moved to approve Amended Order for the Sale of County Properties, Order No. GO-06-20. Commissioner Hodge seconded and the motion passed unanimously. Due to the COVID-19 pandemic the sale of county properties is rescheduled from April 28, 2020 to July 14, 2020. See instrument #2020-2024

SUPPORT LETTER - MCOA&CS

The Court signed a letter of support for Malheur Council on Aging and Community Services to be submitted with their fiscal year end reporting. See instrument #2020-2025

PRESENTATION BY INTEGRA RESOURCES ON THE DELAMAR PROJECT

Integra Resources Director of Corporate Affairs Mark Stockton and Chief Operating Officer Tim Arnold gave a presentation on the DeLamar Project; also present was Ysabel Bilbao. Integra Resources is a relatively small company and relatively new. Integra Resources is currently a one asset company and its sole focus is the DeLamar Project and the goal is to build a mine. The DeLamar project is located in Owyhee County, Idaho. The DeLamar mine was shutdown in 1998 due to low precious metal prices - not due to resource availability. The DeLamar deposit is substantial; it is 1 of only 6 this size in North America. The DeLamar project is approximately 30 minutes from Jordan Valley (in Owyhee County, Idaho). The DeLamar Deposit and Florida Mountain Deposit were originally purchased from Kinross; since that purchase the land package has been expanded past both War Eagle Mountain and Black Sheep.

Gold was discovered in Jordan Creek in 1863 and was underground mined; the mine was dormant with the breakout of World War I. In the late 1960's the mine was rediscovered and open-pit mining commenced in the 1970's. In 1998 low gold prices shut down the mine.

The typical mining process includes: 1. Prospecting and Exploration; 2. PEA (Preliminary Economic Assessment)/Feasibility Assessment and Permitting/Approval; 3. Development/Construction; 4. Production; and 5. Project Closure/Rehabilitation. The DeLamar Project is currently in phase 1 and 2; environmental baseline studies to advance the permitting process are taking place as well as detailed engineering work including mining and metallurgical studies; exploration is taking place at the Florida Mountain Deposit, War Eagle Mountain, and Black Sheep. The construction phase will probably last 18-24 months and it is hoped that production might begin in 4-5 years.

It is anticipated that the life of the mine will be approximately 10 years and provide approximately 300 local jobs. See instrument #2020-2026 for the entire PowerPoint presentation.

COURT ADJOURNMENT

The meeting was adjourned.