

**MISSION STATEMENT: TO CREATE A HEALTHY, SAFE, DIVERSE, AND PROSPEROUS CITY
BY ENGAGING COMMUNITY MEMBERS TO DEVELOP AN ENRICHED QUALITY OF LIFE.**



**STUDY SESSION AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
THURSDAY, NOVEMBER 5, 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 _____ Ken Hart _____
Michael Braden _____ Norm Crume _____ Mayor Riley Hill _____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on November 3, 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) SPECIAL ACTION

A) Swear in Ken Hart to City Council

5) JOINT PUBLIC HEARING WITH COUNTY

A) Ordinance #2780-2020: Amending the City of Ontario Comprehensive Plan and Zoning Maps by Changing the Zoning Designation of a Portion of Property Commonly Identified as Map 18S47E05AA, Tax Lot 301 (Curtis) from Ontario Residential/UGA(-RS/UGS) to Ontario Light Industrial/UGA(O-L1/UGA), Planning Action 2020-08-32AZ; on First Reading by Title Only and Declaring an Emergency

6) 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.

7) CONSENT AGENDA

A) Hangar Lease Transfer: Dorroh to Shenk (#362 Bravo)
B) Housing Incentive Program: Cooper

8) OLD BUSINESS

A) Resolution #2020-142: Homeless Shelter Siting

9) NEW BUSINESS

A) Proposed 2021-2022 Budget Calendar
B) Commercial Land Lease Jim Bain at #245 Ercoupe
C) Proposed Amendment to OMC 3-9-9: Aviation Fuel Provision
D) Bid Award: Irrigation System for Grass Runway at Airport (Lawn Express)
E) Right of Way Easement from the City of Ontario to Cascade Natural Gas for a Gas Line (Planning Action 2020-06-25EASE)
F) Update Certification of Authority for SBE Solar Panels

10) DEPARTMENT HEAD UPDATES

- A) Finance: Monthly Report
- B) Public Works: Quarterly Report

11) DISCUSSION ITEMS

- A) Airport Taxiway Project Update
- B) Airport Master Plan
- C) Engineering Project to Plan for Future Infrastructure and Grant Funding

12) HAND-OUTS

- A) Monthly Department Stats:
 - Public Works
 - Fire & Rescue
 - Police
 - Code Enforcement
- B) Minutes:
 - Airport Committee 08-24-2020

13) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

14) ADJOURN

CITY OF ONTARIO
Oath of Office

STATE OF OREGON)
County of Malheur) ss.
City of Ontario)

*I, **KEN HART**, hereby swear on my oath to honestly, faithfully, and impartially discharge the duties of **CITY COUNCILOR** of the City of Ontario, and that I will honor, respect, and support the laws and the Constitution of the State of Oregon, the United States of America, and the Charter and Ordinances of the City of Ontario. I pledge to promote the best interest of the City of Ontario through fiscal responsibility, integrity, and loyalty, never allowing personal feelings to deter me from my responsibilities of City Councilor. I recognize this position as a symbol of public faith and trust, and accept this self-imposed obligation as my responsibility and take this oath freely and upon my honor.*

Signed: _____

Sworn to before me this 5th day of November, 2020.

Tori Barnett, MMC, City Recorder



AGENDA REPORT
JOINT PUBLIC HEARING WITH COUNTY
November 5, 2020

To: Planning Commission

FROM: Dan Cummings, Community Development Director

SUBJECT: **ORDINANCE #2780-2020: AMENDING THE CITY OF ONTARIO COMPREHENSIVE PLAN AND ZONING MAPS BY CHANGING THE ZONING DESIGNATION OF A PORTION OF PROPERTY COMMONLY IDENTIFIED AS MAP 18S47E05AA, TAX LOT 301 (CURTIS) FROM ONTARIO RESIDENTIAL/UGA(-RS/UGS) TO ONTARIO LIGHT INDUSTRIAL/UGA(O-L1/UGA), PLANNING ACTION 2020-08-32AZ; ON FIRST READING BY TITLE ONLY AND DECLARING AN EMERGENCY**

DATE: October 30, 2020

PROPOSED MOTION:

A. APPROVAL:

1. I MOVE THAT THE CITY COUNCIL ACCEPTS THE RECOMMENDATION OF THE PLANNING COMMISSIONS AND THE FINDINGS OF FACTS AS OUTLINED IN THE COUNTY PLANNING ACTION 2020-09-003 AND CITY PLANNING ACTION 2020-08-32AZ AMENDING THE ONTARIO URBAN GROWTH AREA/BOUNDARY (UGA/UGB) AND ZONE CHANGE FROM ONTARIO O-RS/UGA TO ONTARIO O-I1/UGA, BEING A PORTION OF TAX LOT 301 MAP 18S47E05AA.

2. I MOVE THAT THE CITY COUNCIL APPROVE ORDINANCE #2780-2020 AN ORDINANCE AMENDING THE CITY OF ONTARIO COMPREHENSIVE PLAN AND ZONING MAPS BY CHANGING THE ZONING DESIGNATION OF A PORTION OF PROPERTY COMMONLY IDENTIFIED AS MAP 18S47E05AA, TAX LOT 301 FROM ONTARIO RESIDENTIAL/UGA(-RS/UGA) TO ONTARIO LIGHT INDUSTRIAL/UGA(O-I1/UGA); AND DECLARING AN EMERGENCY.

B. DENIAL:

I MOVE THAT THE REQUEST FOR AMENDING THE ONTARIO URBAN GROWTH AREA/BOUNDARY (UGA/UGB) AND ZONE CHANGE FROM ONTARIO O-RS/UGA TO ONTARIO O-I1/UGA, BEING A PORTION OF TAX LOT 301 MAP 18S47E05AA BE DENIED, BASED ON THE INFORMATION, FINDINGS AND CONCLUSIONS STATED BELOW:

SUMMARY:

See county and city staff reports attached as Attachments 3 and 4.

BACKGROUND:

See county and city staff reports attached as Attachments 3 and 4.

CURRENT SITUATION:

See county and city staff reports attached as Attachments 3 and 4.

ANALYSIS:

- A. **STRATEGIC PLAN** This action is consistent with the City Council Strategic Plan by providing the path to allow annexation of property to the City of Ontario.
- B. **FINANCIAL** Rezoning will benefit the city by increased tax revenue by paving the way to annex more property into the City Limits.
- C. **TIMING** This rezoning is the first step in the process of being able to bring the property with the dwelling into the city so the failed septic system is replaced; therefore, there is a need to move forward as soon as possible to bring needed development to the city so the next step of annexation can take place.
- D. **POLICY/LEGAL** The quasi-judicial Zoning Map amendment procedures are designed and authorized to create new zoning classifications on the official Zoning Map within areas on the land use plan indicated for the uses allowed by the map change. Such changes shall be in conformity with the land use goals of the state. The decision of the Planning Commission shall be the final decision of the city unless an appeal is filed as authorized by this Title. (LANGUAGE IN 10B-10-05 SUPERSEDES THIS LANGUAGE) WHICH IS: The ultimate decision-making authority for legislative actions and zone changes brought under the provisions of this Title shall rest with the City Council. Certain actions of the Planning Commission are in the form of a recommendation to the City Council. The land use actions for which the Commission provides only a recommendation to the Council are amendments of the comprehensive plan and zoning ordinances or Zoning Map

ALTERNATIVES:

- 1. The City Council could table and continue this item to a future date certain, to obtain clarification on issues raised at this Public Hearing
- 2. The City Council could deny the action by determining it is not in the best interest of the public to rezone this property. (Applicant would have the ability to appeal this decision to the City Council).

RECOMMENDATION:

Staff recommends the City Council approve Ordinance #2780-2020.

ATTACHMENTS:

1. Ordinance #2780-2020
2. ORDINANCE NUMBER 226 - Ontario - UGB
3. Curtis UGB Zoning Change
4. 2020-08-32AZ_Step 1_Curtis-UGA Amendment-PCSRpt-10-22-20



ORDINANCE #2780-2020

AN ORDINANCE AMENDING THE CITY OF ONTARIO COMPREHENSIVE PLAN AND ZONING MAPS BY CHANGING THE ZONING DESIGNATION OF A PORTION OF PROPERTY COMMONLY IDENTIFIED AS MAP 18S47E05AA, TAX LOT 301 FROM ONTARIO RESIDENTIAL/UGA(-RS/UGA) TO ONTARIO LIGHT INDUSTRIAL/UGA(O-I1/UGA); AND DECLARING AN EMERGENCY

- WHEREAS,** the City of Ontario (City) proposes to amend its zoning map to change the zoning designation from Residential/UGA (O-RS/UGA) to Light Industrial/UGA (O-I1/UGA) of approximately 27,548 square feet in Malheur County on a property generally described as follows (subject property): Ref#: 8022; Map: 18S47E05AA; Tax Lot 301; and
- WHEREAS,** the proposed amendment meets all applicable local and state laws and rules; and
- WHEREAS,** once changed all uses and development of the above referenced property shall comply with City of Ontario plans, ordinances and zoning texts, which the City adopts herein by reference; and
- WHEREAS,** the City Planning Commission and County Planning Commission considered the proposed amendment at a Public Hearing on October 22, 2020; and
- WHEREAS,** the City Council and County Court considered the proposed amendment through a joint quasi-judicial hearing on November 5, 2020; and
- WHEREAS,** the City Planning Commission voted to recommend the approval of the proposed amendment and forward it to the Ontario City Council for consideration; the County Planning Commission recommended approval to the Malheur County Court; and
- WHEREAS,** the City Council reviewed the record and concurs with the findings and concludes the public will benefit from the amendment to the City's UGB; and

WHEREAS, the City Council deliberated on the amendment to the City's Comprehensive Plan and Zoning maps after a public hearing on November 5, 2020; and

WHEREAS, to alleviate the current public health risk due to a failing onsite wastewater treatment system, it is necessary for this ordinance to be effective immediately upon adoption.

NOW THEREFORE, THE CITY OF ONTARIO ORDAINS AS FOLLOWS:

Section 1. **ADOPTION.** City of Ontario adopts the findings, conclusions, maps, exhibits, and information adopted by the County Court in County Ordinance Number 226 and incorporated herein by reference only.

Section 2. **AMENDMENT TO COMPREHENSIVE PLAN AND ZONING MAP.** The City of Ontario Comprehensive Plan and Zoning Map are amended to change the designation of a portion of the subject property described in Exhibit "A" and shown in Exhibit "B" attached hereto, from Ontario Residential/UGA (O-RS/UGA) to Ontario Light Industrial (O-I1/UGA).

Section 3. **EMERGENCY.** This Ordinance, being immediately necessary for the preservation of the public peace, health and safety, an emergency is declared to exist and this ordinance shall take effect immediately upon its passage.

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

AYES:

NAYS:

ABSENT:

ABSTAINED:

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

ATTEST:

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder

EXHIBIT "A"

Legal Description

Adjusted Portion to be rezoned to UGA Industrial (Ontario I-1 Light Industrial)

A parcel of land situated in the Northeast Quarter of the Northeast Quarter of Section 5, Township 18 South, Range 47 East, Willamette Meridian, City of Ontario, Malheur County, Oregon; being more particularly described as follows:

Beginning at a No. 5 rebar on the westerly right-of-way line of Verde Drive which is S 00°06'15" W, 451.00 feet and N 89°44'06" W, 30.00 feet from the northeast corner of said Section 5; thence, on the boundary line of that certain parcel of land described in Deed recorded January 22, 1997 in Instrument No. 97-307, Malheur County Records, N 89°44'06" W, 340.18 feet to a point; thence S 00°06'15" W, 94.88 feet (previously 100.04 feet) to a point; thence S 86°21'45" E, 214.59 feet to a No. 5 rebar; thence, leaving said boundary line, N 00°05'33" W, 47.29 feet to a No. 5 rebar; thence N 87°47'48" E, 76.29 feet to a No. 5 rebar; thence N 41°25'39" E, 75.62 feet to the point of beginning.

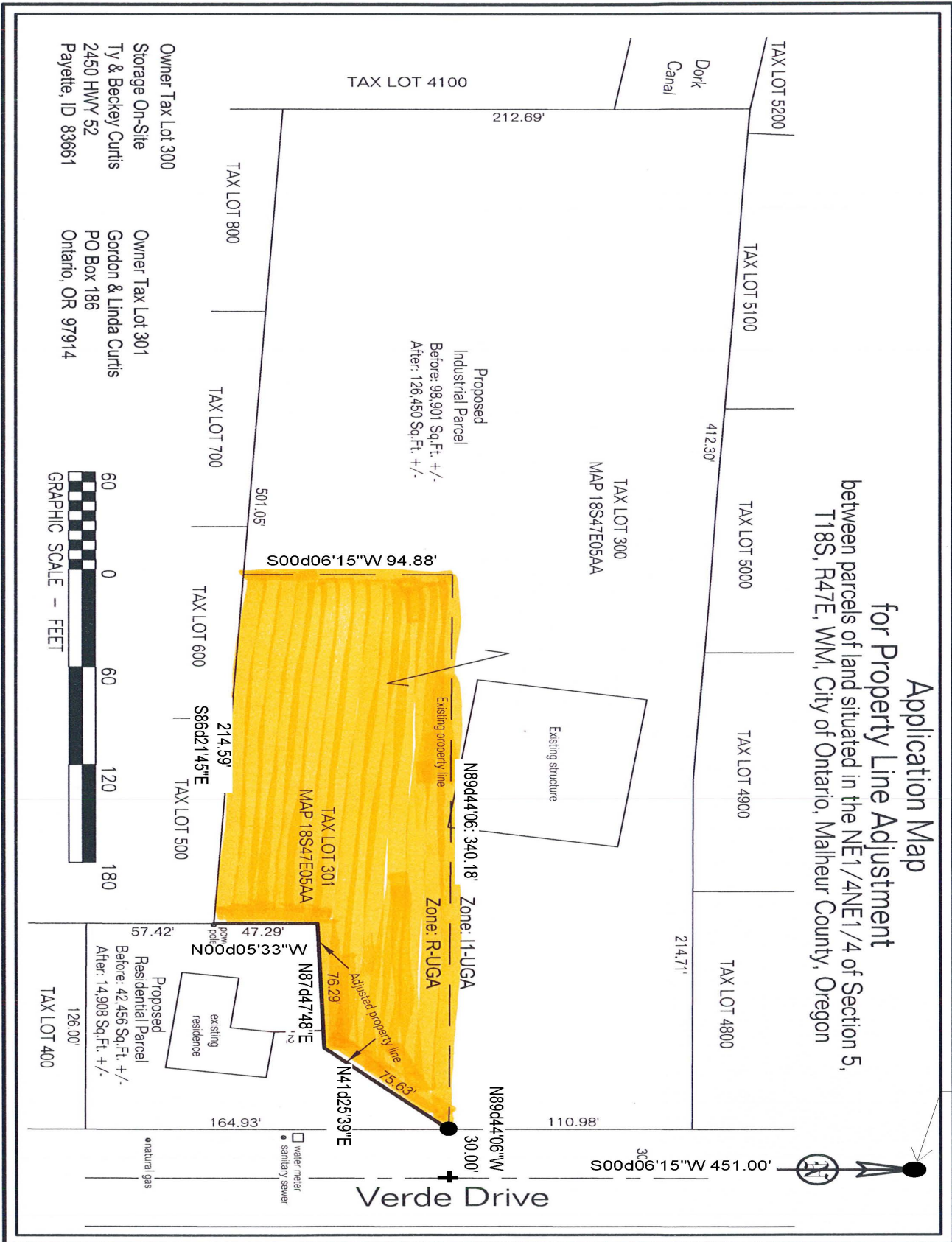
Subject to easements and rights-of-way of record.

Containing 27,548 Square Feet, more or less.

END OF DESCRIPTION

EXHIBIT "B"

Rezoned Property



**ORDINANCE NUMBER 226
BEFORE THE MALHEUR COUNTY COURT**

An Ordinance Amending the Malheur County Comprehensive Plan and Zoning Maps By Changing the Zoning Designation of a Portion of Property Commonly Identified as Map 18S47E05AA, Tax Lot 301 from Ontario Residential/UGA(O-RS/UGA) to Ontario Light Industrial/UGA(O-I1/UGA); and Declaring an Emergency.

WHEREAS, the City of Ontario (City) proposes to amend its zoning map to change the zoning designation from Residential/UGA (O-RS/UGA) to Light Industrial/UGA (O-I1/UGA) of approximately 27,548 square feet in Malheur County on a property generally described as follows (subject property):

Ref#: 8022; Map: 18S47E05AA; Tax Lot 301; and

WHEREAS, the proposed amendment meets all applicable local and state laws and rules; and

WHEREAS, once changed all uses and development of the above referenced property shall comply with City of Ontario plans, ordinances and zoning texts; which the County adopts herein by reference; and

WHEREAS, the City Planning Commission and County Planning Commission considered the proposed amendment at a public hearing on October 22, 2020; and

WHEREAS, the City Council and County Court considered the proposed amendment through a joint quasi-judicial hearing on November 5, 2020; and

WHEREAS, the City Planning Commission voted to recommend the approval of the proposed amendment and forward it to the Ontario City Council for consideration; the County Planning Commission recommended approval to the Malheur County Court; and

WHEREAS, the Malheur County Court reviewed the record and concurs with the findings and concludes the public will benefit from the amendment to the City's UGB; and

WHEREAS, the Malheur County Court deliberated on the amendment to the County's Comprehensive Plan and Zoning maps after a public hearing on November 5, 2020; and

WHEREAS, in order to alleviate the current public health risk due to a failing onsite wastewater treatment system, it is necessary for this Ordinance to be effective immediately upon adoption.

NOW, THEREFORE, THE MALHEUR COUNTY COURT ORDAINS AS FOLLOWS:

Section 1. ADOPTION. Malheur County adopts the findings, conclusions, maps, exhibits, and information in the following documents attached hereto and incorporated herein by reference

- Exhibit 1: Tax Map of both parcels
- Exhibit 2: Map of area being rezoned
- Exhibit 3: Staff Report
- Exhibit 4: Public Notice
- Exhibit 5: Description of rezoned area

Section 2. AMENDMENT TO COMPREHENSIVE PLAN AND ZONING MAP. The Malheur County Comprehensive Plan and Zoning Map are amended to change the designation of a portion (see Exhibit 5) of the subject property shown in Exhibit 2 and described above from Ontario Residential/UGA (O-RS/UGA) to Ontario Light Industrial (O-I1/UGA).

Section 3. EMERGENCY. This Ordinance, being immediately necessary for the preservation of the public peace, health and safety, an emergency is declared to exist and this Ordinance shall take effect immediately upon its passage.

ADOPTED this 5th day of November 2020.

MALHEUR COUNTY COURT:

ATTEST:

Dan P. Joyce, County Judge

Kim Ross, Recording Secretary

Don Hodge, County Commissioner

Larry Wilson, County Commissioner



MALHEUR COUNTY PLANNING DEPARTMENT

251 B Street West, #12 Vale, Oregon 97918 Phone (541)473-5185 Fax (541)473-5140

TO: Ontario Planning Commission, Malheur County Planning Commission,
Ontario City Council and Malheur County Court

FROM: Eric Evans, Malheur County Planning Director

SUBJECT: Planning Action Number 2020-09-003 and City of Ontario Planning
Number 2020-08-32AZ: Amend the Ontario Urban Growth
Area/Boundary (UGA/UGB) and zone change from Ontario O-RS/UGA
to Ontario O-I1/UGA to include a portion of property commonly
identified as Map 18S47E05AA TL 301 and 300; Additionally, approve a
proposed property line adjustment between the above referenced parcels
where prior to the property line adjustment Tax Lot 300 will consist of
98,901 square feet and Tax Lot 301 will consist of 42,456 square feet.
Upon completion of the property line adjustment, Tax Lot 300 will consist
of 126,450 square feet and Tax Lot 301 will consist of 14,908 square feet.

I. General Information:

SUBJECT PROPERTY ("subject property" or "Property"):

Rezone From ONTARIO Residential/UGA to ONTARIO UGA-Light Industrial

- 18S47E05AA TL 301 (0.97 acres)

APPLICANT: Gordon and Linda Curtis

DATE: October 22, 2020

CURRENT USE OF PROPERTY: Single family residential dwelling and office building

II. Summary and Background:

Proposal. A zone change is proposed for the Property as shown on the map attached as Exhibit A-1 of the application. The overall affect is to adjust the property in a way which reflects the current use, and to bring the Property into the Ontario URA/UGB and ultimately annex the Property into the City of Ontario in order to alleviate a public health risk created by a failing onsite wastewater treatment system on the Property. The owners of the Property intend to connect to Ontario's water and sewerage system.

Use/Surrounding Uses. The subject property (Tax lot 301) is 42,456 square feet and will be adjusted to 14,908 square feet, and since approximately 1966 has been used for a single-family residential dwelling. Tax lot 300 is currently zoned Ontario Light Industrial/UGA. Tax lot 301 is zoned Ontario Residential/UGA. Both parcels (tax lots 300 and 301) are surrounded by Light Industrial to the north and Residential to the south and are committed to

these uses.

Analysis for Compliance with State and Local Regulations.

A portion of the property will be rezoned from Ontario Urban Growth Area Residential (O-RS/UGA) to Ontario Urban Growth Area Light Industrial (O-I1/UGA). It is further anticipated that the property will be annexed into the Ontario City limits.

In addition to the requirements under Oregon's statewide goals and administrative rules, Malheur County and the City of Ontario have criteria in their zoning ordinances that must be met in order for the proposal to be approved. County and City provisions are addressed in Section III. Because the plan amendment and zone change affect land within the County's jurisdiction and the City of Ontario, both the County and City governing bodies must approve the zone change and amendment to the UGA.

This request is being processed subject to the procedures for a quasi-judicial land use hearing contained in Chapter 11 of the Malheur County Code, and the Urban Growth Area Joint Management Agreement between the City of Ontario and Malheur County.

III. Applicable City and County Criteria and Standards:

1. The applicable criteria can be found in **Ontario Planning and Zoning Development Standards 10B-20-30: REQUIRED FINDINGS, DECISION CRITERIA:**

- a. The Zoning Map amendment is in conformance with Statewide planning goals and guidelines.

Proposed Finding: Statewide land use goals and implementing OARs applicable to this request are addressed in Section IV.

- b. The Zoning map amendment is in conformity with the acknowledged Comprehensive Plan

Proposed Finding: The Malheur County Comprehensive Plan states, "The county will work with the cities of Ontario, Nyssa, and Vale in establishing and amending urban growth boundaries and joint management agreements." Malheur County and the City of Ontario have an ongoing relationship in order to jointly manage lands in the UGB, pursuant to the Ontario Joint Management Plan. Both Malheur County and the City of Ontario agree that the rezone and simultaneous property line adjustment in order to realign the UGA will correct a mistake in the original lot configurations.

- c. The applicant has demonstrated a mistake or error in the original zone designation

or the applicant has demonstrated a change in physical, social or market conditions generally effecting the area which make the proposed change appropriate.

Proposed Finding: Both Malheur County and the City of Ontario agree that Tax lot 301 has a portion which is irrevocably committed to a commercial or industrial use (the other use is residential). Rezoning said portion along with a property line adjustment will align the properties to their current uses.

- d. A public need is demonstrated for this zoning at this location and is not the granting of special privilege for a single property or small group of properties.

Proposed Finding: The residence on the subject property has a failed onsite wastewater treatment system which in itself has a negative effect on the groundwater of the area. By annexing it into the City of Ontario, urban level facilities will be provided having a net positive affect on the groundwater in the area and alleviate a public health threat.

- e. The property affected by the change is adequate in size and shape to facilitate its use and development as permitted under the new zoning classification.

Proposed Finding: The Property is currently 42,456 square feet and has 165 feet of street frontage. The City of Ontario has established a minimum lot size of 5,000 square feet and each lot must have 50 feet of street frontage. The Property is more than adequate in size and shape to facilitate its use and development.

- f. The property affected by the proposed change of zone is properly related to streets and public facilities and with services adequate to meet the demands of the uses allowed in the new zone.

Proposed Finding: The Property is located adjacent to N Verde Drive. There is both water and sewer.

- g. The proposed Zoning map change will not result in adverse effects upon surrounding properties or surrounding uses from dust, noise, vibration, odor, heat, glare, lighting, or discharges into the air, water or land.

Proposed Finding: This proposal will have no impact on any of the surrounding uses with respect to dust, noise, vibration, odor, heat, glare, lighting, or discharges into the air, water or land. The Property is already developed as a single-family dwelling and will continue to be zoned residential. This criterion is not applicable.

2. The applicable criteria can be found in **Malheur County Code 6-10-7: COMPLIANCE WITH COMPREHENSIVE PLAN:**

In considering an amendment to the text or the zoning maps, the Planning Commission and County Court shall determine the following:

- A. That the proposed change is consistent with the Comprehensive Plan.

Proposed Finding: The Malheur County Comprehensive Plan states, “The county will work with the cities of Ontario, Nyssa, and Vale in establishing and amending urban growth boundaries and joint management agreements.” Malheur County and the City of Ontario have an ongoing relationship in order to jointly manage lands in the UGB, pursuant to the Ontario Joint Management Plan. Both Malheur County and the City of Ontario agree that the rezone and simultaneous property line adjustment in order to realign the UGA will correct a mistake in the original lot configurations.

- B. That the level of development in other locations has reached the point whereby additional land is needed for the proposed use(s), and that the area of the proposed change can best meet such needs.

Proposed Finding: Both tax lots 301 and 300 are part of the UGB. The realignment of the zoning designations and subsequently the property lines, will allow for tax lot 301 to be cleanly annexed into the City, thereby eliminating a split zoned parcel.

- C. That adequate rural services are available and will not be overburdened.

Proposed Finding: The resulting property (tax lot 301) will remain Ontario O-RS/UGB and then be annexed into the City of Ontario. Thereafter, the Property will connect to City water and sewer services. Urban services will be provided and will not be overburdened. Public facilities are stubbed to and extend beyond the Property. This criterion is not directly applicable, as the proposal is to provide urban services to the site.

- D. That amendments to the text or zoning map which significantly affect a transportation facility shall assure that allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the transportation system plan. This shall be accomplished by one of the following:
 1. Limiting allowed land uses to be consistent with the planned function of the transportation facility;

2. Amending the transportation system plan to ensure that existing, improved or new transportation facilities are adequate to support the proposed land uses consistent with the requirement of the transportation planning rule; or
3. Altering land use designations, densities, or design requirements to reduce demand for automobile travel and meet travel needs through other modes.

A text or zoning map amendment significantly affects a transportation facility if it:

1. Changes the functional classification of an existing or planned transportation facility;
2. Changes standards implementing a functional classification system;
3. Allows types or levels of land use that would result in levels of travel or access that are inconsistent with the functional classification of a transportation facility; or
4. Would reduce the level of service of the facility below the minimum acceptable level identified in the transportation system plan. (Ord. 125, 6-20-2000)

Proposed Finding: The Property is currently 42,456 square feet and has 165 feet of street frontage. It currently has a home which was constructed in 1966. No new development is proposed with this amendment. This proposal will not impact transportation facilities.

IV. Applicable Statewide Planning Goals and Oregon Administrative Rules.

A. Goal 1 – Citizen Involvement:

Proposed Finding: This Goal is met through the required quasi-judicial process including public notice and public hearings. The process provides the opportunity for citizens to be involved by allowing them to comment and present testimony or evidence on the proposed amendment.

B. Goal 2 – Land Use Planning:

Proposed Finding: Both properties are already in the Ontario UGB, and have previously been through an exception process. This Goal is not applicable.

C. Goal 3 – Agricultural Lands:

Proposed Finding: Both properties are already in the Ontario UGB, and have previously been through an exception process. This Goal is not applicable.

D. Goal 5 – Natural Resources, Scenic and Historic Areas, and Open Spaces:

Proposed Finding: No identified natural resources have been identified on the subject property.

E. Goal 6 – Air, Land and Water Quality:

Proposed Finding: No negative impacts to air, land, water or other resources have been identified through this process. The residence on the subject property has a failed onsite wastewater treatment system which in itself has a negative effect on the groundwater of the area. By annexing it into the City of Ontario, urban level facilities will be provided having a net positive affect on the groundwater in the area.

F. Goal 7 – Areas Subject to Natural Hazards:

Proposed Finding: No known natural hazards have been identified on the Property. The subject property is outside the 100 and 500 year floodplains.

G. Goal 8 – Recreation:

Proposed Finding: No current recreational lands or properties are being affected by this UGB expansion.

H. Goal 9 – Economic Development.

Proposed Finding: Goal 9 requires cities to provide an estimate of the approximate number, acreage and site characteristics needed to accommodate industrial and other employment uses to implement plan policies. This goal is not applicable as the property is to be zoned residential.

I. Goal 10 – Housing:

Proposed Finding: Tax lot 301 has an existing single-family dwelling. The proposed property will not be used for any additional housing.

J. Goal 11 – Public Facilities and Services:

Proposed Finding: The subject property sites a single-family dwelling. Adequate public facilities and services are stubbed to the Property. The UGB expansion would not change public services provided by the City of Ontario.

K. Goal 12 – Transportation:

Proposed Finding: This action will not create additional average daily trips and will not trigger a traffic impact analysis under the Malheur County or City of Ontario Transportation System Plans. New access to the Property is not needed. The Property has a driveway access/frontage on N. Verde Drive. A safe, convenient and economic transportation system consisting of developed and maintained county roads and city streets serve the Property.

L. Goal 13 – Energy:

Proposed Finding: Additional energy services are not expected with this zone change. The use of Ontario public utilities on the Property will be more energy efficient.

M. Goal 14 – Urbanization:

Proposed Finding: The subject property currently contains a single-family dwelling, and is already zoned and committed to urban uses. This Goal is not applicable.

V. DLCD 35 Day Notice

Notice to Department of Land, Conservation and Development was submitted on September 17, 2020.

VI. Property Owner Notice:

Notice to all property owners within 750 feet from subject property was mailed on October 1, 2020.

VII. Legal Notice

Notice was published in the Ontario Argus Observer on or before October 2, 2020.

VIII. Hearing Dates

Joint Malheur County/City of Ontario Planning Commissions: October 22, 2020
Joint Malheur County Court/Ontario City Council: November 5, 2020

IX. Upon Recommendation from the Malheur County Planning Commission and the Ontario Planning Commission to the Malheur County Court and Ontario City Council:

a. Approve Malheur County Planning Action Number 2020-09-003 and City of Ontario Planning Number 2020-08-32AZ based on the findings, staff report and

public testimony provided at the joint hearing in support of the application.

b. Amend the Ontario and County Zoning Maps rezoning the subject property from O-RS/UGA to O-I1/UGA.

c. Adopt Malheur County Ordinance No. 226 and City of Ontario Ordinance No. _____.

X. SUGGESTED MOTIONS FOR APPROVAL/DENIAL

a. Approval needs two motions:

- i. I move that the Planning Commission Accept and Approve the Findings of Fact as set forth in County Planning Action 2020-09-003 and City Planning Action 2020-08-32AZ and be recommended for APPROVAL to the County Court, based on the information, findings and conclusions set forth in the Staff Report.
- ii. I move that the request for a zone change from Ontario O-RS/UGB to Ontario O-I1/UGB to include a portion of property commonly identified as Map 18S47E05AA TL 301 and 300 thereby amending the Ontario Urban Growth Area/Boundary (UGA/UGB), as set forth in County Planning Action 2020-09-003 and City Planning Action 2020-08-32AZ be recommended for APPROVAL to the County Court, based on the information, findings and conclusions set forth in the Staff Report.

b. Denial:

- i. I move that the request for a zone change from Ontario O-RS/UGB to Ontario O-I1/UGB to include a portion of property commonly identified as Map 18S47E05AA TL 301 and 300 thereby amending the Ontario Urban Growth Area/Boundary (UGA/UGB), as set forth in County Planning Action 2020-09-003 and City Planning Action 2020-08-32AZ be recommended for DENIAL to the County Court, based on the information, findings and conclusions set forth in the Staff Report.



PLANNING COMMISSION AGENDA REPORT
PUBLIC HEARING
FOR A JOINT CITY & COUNTY PLANNING COMMISSION MEETING
Thursday, October 22, 2020

I. GENERAL INFORMATION:

TO: Ontario Planning Commission Members

FROM: Dan K. Cummings, Community Development Director
Presented by Eric Evans, Malheur County Planning Director

SUBJECT: *County Planning Action 2020-09-003 and City Planning Action 2020-08-32AZ amending the Ontario Urban Growth Area/Boundary (UGA/UGB) and zone change from Ontario O-RS/UGA to Ontario O-I1/UGA, being a portion of Tax Lot 301 Map 18S47E05AA.*

I. General Information:

SUBJECT PROPERTY (“subject property” or “Property”):
Proposed UGA/UGB Rezone From ONTARIO UGA-RS -50 Residential to ONTARIO UGA-I-1 Light Industrial be a portion of Tax Lot 301

- 18S47E06D Portion of TL 200 being 27,548 Square Feet.

APPLICANT: Gordan & Linda Curtis

DATE: October 22, 2020

CURRENT USE OF PROPERTY: Single family residential dwelling on a portion and the portion being rezoned an Industrial business know as Curtis Containers.

II. Summary and Background:

Proposal. A zone change is proposed for the Property as shown on the map attached as Exhibit A-1 of the application. The overall affect is to adjust the property in a way which reflects the current use, and to bring the Property into the Ontario URA/UGB and ultimately annex the Property into the City of Ontario in order to alleviate a public health risk created by a failing onsite wastewater treatment system on the Property. The owners of the Property intend to connect to Ontario’s water and sewerage system.

Use/Surrounding Uses. The subject property (Tax lot 301) is 42,456 square feet and will be

adjusted to 14,908 square feet, and since approximately 1966 has been used for a single-family residential dwelling. Tax lot 300 is currently zoned Ontario Light Industrial/UGA. Tax lot 301 is zoned Ontario Residential/UGA. Both parcels (tax lots 300 and 301) are surrounded by Light Industrial to the north and Residential to the south and are committed to these uses.

Analysis for Compliance with State and Local Regulations.

A portion of the property will be rezoned from Ontario Urban Growth Area Residential (O-RS/UGA) to Ontario Urban Growth Area Light Industrial (O-I1/UGA). It is further anticipated that the property will be annexed into the Ontario City limits.

In addition to the requirements under Oregon's statewide goals and administrative rules, Malheur County and the City of Ontario have criteria in their zoning ordinances that must be met in order for the proposal to be approved. County and City provisions are addressed in Section III. Because the plan amendment and zone change affect land within the County's jurisdiction and the City of Ontario, both the County and City governing bodies must approve the zone change and amendment to the UGA.

This request is being processed subject to the procedures for a quasi-judicial land use hearing contained in Chapter 11 of the Malheur County Code, and the Urban Growth Area Joint Management Agreement between the City of Ontario and Malheur County.

III. Applicable City and County Criteria and Standards:

1. The applicable criteria can be found in **Ontario Planning and Zoning Development Standards 10B-20-30: REQUIRED FINDINGS, DECISION CRITERIA:**

- a. The Zoning Map amendment is in conformance with Statewide planning goals and guidelines.

Proposed Finding: Statewide land use goals and implementing OARs applicable to this request are addressed in Section IV.

- b. The Zoning map amendment is in conformity with the acknowledged Comprehensive Plan

Proposed Finding: The Malheur County Comprehensive Plan states, "The county will work with the cities of Ontario, Nyssa, and Vale in establishing and amending urban growth boundaries and joint management agreements." Malheur County and the City of Ontario have an ongoing relationship in order to jointly manage lands in the UGB, pursuant to the Ontario Joint Management Plan. Both Malheur County and the City of Ontario agree that the rezone and simultaneous property line adjustment in order to realign the UGA will correct a mistake in the original lot configurations.

- c. The applicant has demonstrated a mistake or error in the original zone designation, or the applicant has demonstrated a change in physical, social or market conditions generally affecting the area which make the proposed change appropriate.

Proposed Finding: Both Malheur County and the City of Ontario agree that Tax lot 301 has a portion which is irrevocably committed to a commercial or industrial use (the other use is residential). Rezoning said portion along with a property line adjustment will align the properties to their current uses.

- d. A public need is demonstrated for this zoning at this location and is not the granting of special privilege for a single property or small group of properties.

Proposed Finding: The residence on the subject property has a failed onsite wastewater treatment system which in itself has a negative effect on the groundwater of the area. By annexing it into the City of Ontario, urban level facilities will be provided having a net positive affect on the groundwater in the area and alleviate a public health threat.

- e. The property affected by the change is adequate in size and shape to facilitate its use and development as permitted under the new zoning classification.

Proposed Finding: The Property is currently 42,456 square feet and has 165 feet of street frontage. The City of Ontario has established a minimum lot size of 5,000 square feet and each lot must have 50 feet of street frontage. The Property is more than adequate in size and shape to facilitate its use and development.

- f. The property affected by the proposed change of zone is properly related to streets and public facilities and with services adequate to meet the demands of the uses allowed in the new zone.

Proposed Finding: The Property is located adjacent to N Verde Drive. There is both water and sewer.

- g. The proposed Zoning map change will not result in adverse effects upon surrounding properties or surrounding uses from dust, noise, vibration, odor, heat, glare, lighting, or discharges into the air, water or land.

Proposed Finding: This proposal will have no impact on any of the surrounding uses with respect to dust, noise, vibration, odor, heat, glare, lighting, or discharges into the air, water or land. The Property is already developed as a single-family dwelling and will continue to be zoned residential. This criterion is not applicable.

- 2. The applicable criteria can be found in **Malheur County Code 6-10-7: COMPLIANCE WITH COMPREHENSIVE PLAN:**

In considering an amendment to the text or the zoning maps, the Planning Commission and County Court shall determine the following:

- A. That the proposed change is consistent with the Comprehensive Plan.

Proposed Finding: The Malheur County Comprehensive Plan states, “The county will work with the cities of Ontario, Nyssa, and Vale in establishing and amending urban growth boundaries and joint management agreements.” Malheur County and the City of Ontario have an ongoing relationship in order to jointly manage lands in the UGB, pursuant to the Ontario Joint Management Plan. Both Malheur County and the City of Ontario agree that the rezone and simultaneous property line adjustment in order to realign the UGA will correct a mistake in the original lot configurations.

- B. That the level of development in other locations has reached the point whereby additional land is needed for the proposed use(s), and that the area of the proposed change can best meet such needs.

Proposed Finding: Both tax lots 301 and 300 are part of the UGB. The realignment of the zoning designations and subsequently the property lines, will allow for tax lot 301 to be cleanly annexed into the City, thereby eliminating a split zoned parcel.

- C. That adequate rural services are available and will not be overburdened.

Proposed Finding: The resulting property (tax lot 301) will remain Ontario O-RS/UGB and then be annexed into the City of Ontario. Thereafter, the Property will connect to City water and sewer services. Urban services will be provided and will not be overburdened. Public facilities are stubbed to and extend beyond the Property. This criterion is not directly applicable, as the proposal is to provide urban services to the site.

- D. That amendments to the text or zoning map which significantly affect a transportation facility shall assure that allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the transportation system plan. This shall be accomplished by one of the following:
1. Limiting allowed land uses to be consistent with the planned function of the transportation facility;
 2. Amending the transportation system plan to ensure that existing, improved or new transportation facilities are adequate to support the proposed land uses consistent with the requirement of the transportation planning rule; or
 3. Altering land use designations, densities, or design requirements to reduce demand for automobile travel and meet travel needs through other modes.

A text or zoning map amendment significantly affects a transportation facility if it:

1. Changes the functional classification of an existing or planned transportation facility;
2. Changes standards implementing a functional classification system;
3. Allows types or levels of land use that would result in levels of travel or access that are inconsistent with the functional classification of a transportation facility; or
4. Would reduce the level of service of the facility below the minimum acceptable level identified in the transportation system plan. (Ord. 125, 6-20-

2000)

Proposed Finding: The Property is currently 42,456 square feet and has 165 feet of street frontage. It currently has a home which was constructed in 1966. No new development is proposed with this amendment. This proposal will not impact transportation facilities.

IV. Applicable Statewide Planning Goals and Oregon Administrative Rules.

A. Goal 1 – Citizen Involvement:

Proposed Finding: This Goal is met through the required quasi-judicial process including public notice and public hearings. The process provides the opportunity for citizens to be involved by allowing them to comment and present testimony or evidence on the proposed amendment.

B. Goal 2 – Land Use Planning:

Proposed Finding: Both properties are already in the Ontario UGB, and have previously been through an exception process. This Goal is not applicable.

C. Goal 3 – Agricultural Lands:

Proposed Finding: Both properties are already in the Ontario UGB, and have previously been through an exception process. This Goal is not applicable.

D. Goal 5 – Natural Resources, Scenic and Historic Areas, and Open Spaces:

Proposed Finding: No identified natural resources have been identified on the subject property.

E. Goal 6 – Air, Land and Water Quality:

Proposed Finding: No negative impacts to air, land, water or other resources have been identified through this process. The residence on the subject property has a failed onsite wastewater treatment system which in itself has a negative effect on the groundwater of the area. By annexing it into the City of Ontario, urban level facilities will be provided having a net positive affect on the groundwater in the area.

F. Goal 7 – Areas Subject to Natural Hazards:

Proposed Finding: No known natural hazards have been identified on the Property. The subject property is outside the 100 and 500 year floodplains.

G. Goal 8 – Recreation:

Proposed Finding: No current recreational lands or properties are being affected by this UGB expansion.

H. Goal 9 – Economic Development.

Proposed Finding: Goal 9 requires cities to provide an estimate of the approximate number, acreage and site characteristics needed to accommodate industrial and other employment uses to implement plan policies. This goal is not applicable as the property is to be zoned residential.

I. Goal 10 – Housing:

Proposed Finding: Tax lot 301 has an existing single-family dwelling. The proposed property will not be used for any additional housing.

J. Goal 11 – Public Facilities and Services:

Proposed Finding: The subject property sites a single-family dwelling. Adequate public facilities and services are stubbed to the Property. The UGB expansion would not change public services provided by the City of Ontario.

K. Goal 12 – Transportation:

Proposed Finding: This action will not create additional average daily trips and will not trigger a traffic impact analysis under the Malheur County or City of Ontario Transportation System Plans. New access to the Property is not needed. The Property has a driveway access/frontage on N. Verde Drive. A safe, convenient and economic transportation system consisting of developed and maintained county roads and city streets serve the Property.

L. Goal 13 – Energy:

Proposed Finding: Additional energy services are not expected with this zone change. The use of Ontario public utilities on the Property will be more energy efficient.

M. Goal 14 – Urbanization:

Proposed Finding: The subject property currently contains a single-family dwelling and is already zoned and committed to urban uses. This Goal is not applicable.

V. DLCD 35 Day Notice

Notice to Department of Land, Conservation and Development was submitted on September 17, 2020.

VI. Property Owner Notice:

Notice to all property owners within 750 feet from subject property was mailed on October 1, 2020.

VII. Legal Notice

Notice was published in the Ontario Argus Observer on or before October 2, 2020.

VIII. Hearing Dates

Joint Malheur County/City of Ontario Planning Commissions: October 22, 2020

Joint Malheur County Court/Ontario City Council: November 5, 2020

IX. Upon Recommendation from the Malheur County Planning Commission and the Ontario Planning Commission to the Malheur County Court and Ontario City Council:

a. Approve Malheur County Planning Action Number 2020-09-003 and City of Ontario Planning Number 2020-08-32AZ based on the findings, staff report and public testimony provided at the joint hearing in support of the application.

b. Amend the Ontario and County Zoning Maps rezoning the subject property from O-RS/UGA to O-I1/UGA.

c. Adopt Malheur County Ordinance No. 226 and City of Ontario Ordinance No. _____.

X. SUGGESTED MOTIONS FOR APPROVAL/DENIAL

a. Approval needs two motions:

i. I move that the Planning Commission Accept and Approve the Findings of Fact as set forth in County Planning Action 2020-09-003 and City Planning Action 2020-08-32AZ and be recommended for APPROVAL to the County Court, based on the information, findings and conclusions set forth in the Staff Report.

ii. I move that the request for a zone change from Ontario O-RS/UGB to Ontario O-I1/UGB to include a portion of property commonly identified as Map 18S47E05AA TL 301 and 300 thereby amending the Ontario Urban Growth Area/Boundary (UGA/UGB), as set forth in County Planning Action 2020-09-003 and City Planning Action 2020-08-32AZ be recommended for APPROVAL to the County Court, based on the information, findings and conclusions set forth in the Staff Report.

b. Denial:

- i.** I move that the request for a zone change from Ontario O-RS/UGB to Ontario O-I1/UGB to include a portion of property commonly identified as Map 18S47E05AA TL 301 and 300 thereby amending the Ontario Urban Growth Area/Boundary (UGA/UGB), as set forth in County Planning Action 2020-09-003 and City Planning Action 2020-08-32AZ be recommended for DENIAL to the County Court, based on the information, findings and conclusions set forth in the Staff Report.

VIII. Exhibits:

Exhibit “A”	Tax Map of both parcels
Exhibit “B”	Map of area being rezoned
Exhibit “C”	Description of Rezoned area.

Exhibit “A”

N.E. 1/4 N.E. 1/4 SEC. 5 T. 18S. R. 47E. W.M.
MALHEUR COUNTY
1" = 100'

18S47E05AA
ONTARIO

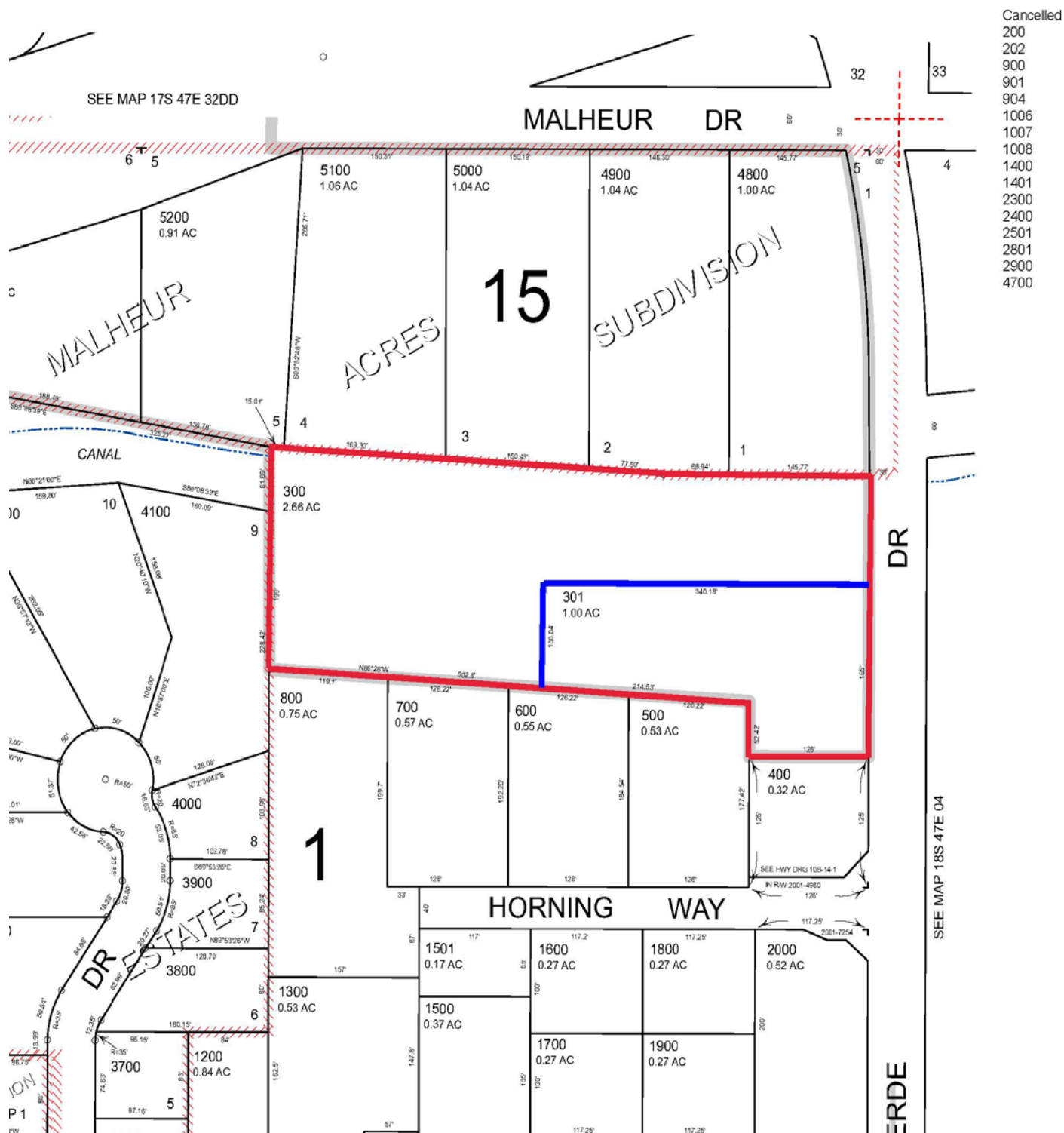


Exhibit "B"

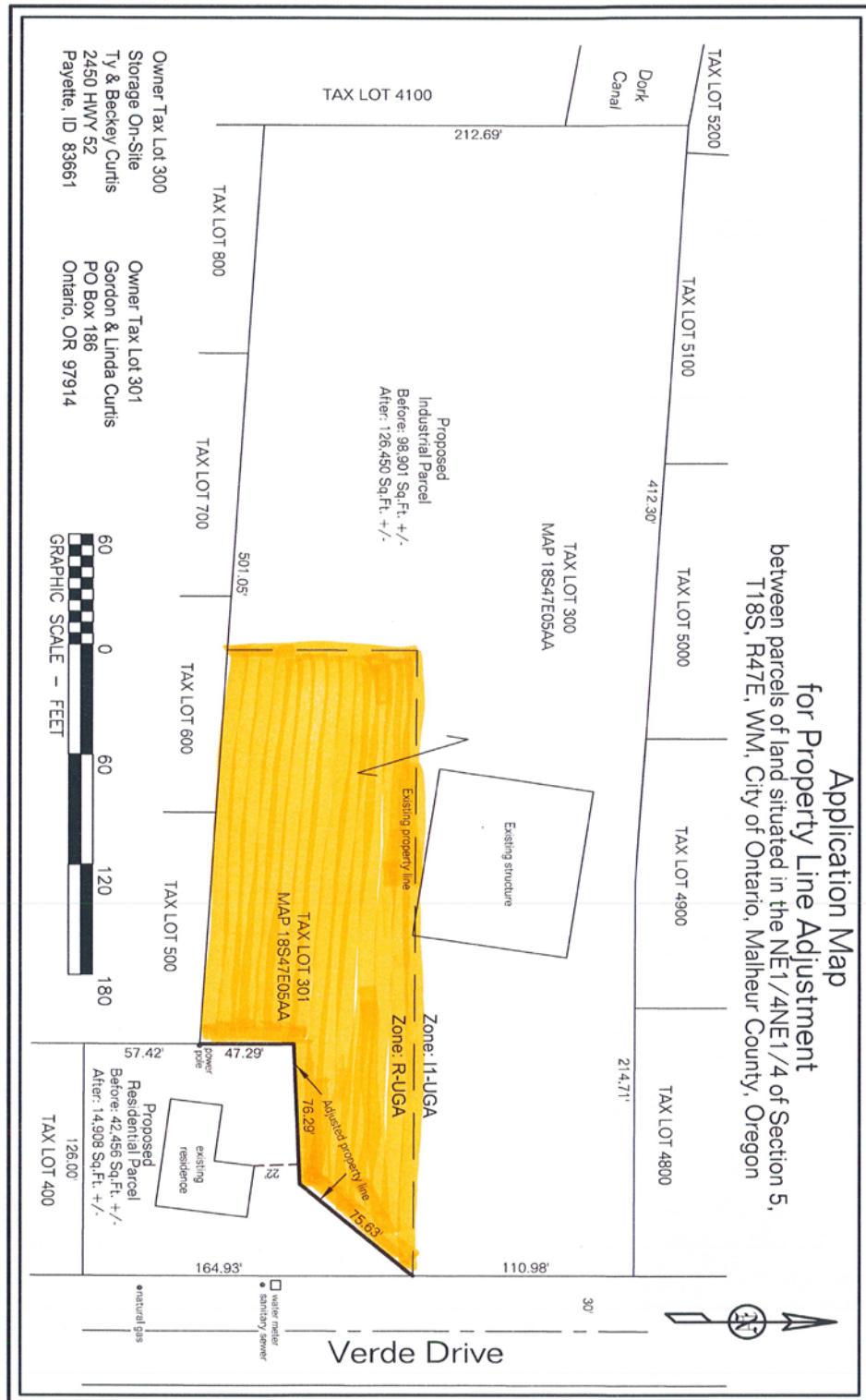


Exhibit "C"

Legal Description Rezone Portion Curtis - Storage On-Site

A parcel of land situated in the Northeast Quarter of the Northeast Quarter of Section 5, Township 18 South, Range 47 East, Willamette Meridian, City of Ontario, Malheur County, Oregon; being more particularly described as follows:

Beginning at a No. 5 rebar on the westerly right-of-way line of Verde Drive which is S 00°06'15" W, 451.00 feet and N 89°44'06" W, 30.00 feet from the northeast corner of said Section 5; thence, on the boundary line of that certain parcel of land described in Deed recorded January 22, 1997 in Instrument No. 97-307, Malheur County Records, N 89°44'06" W, 340.18 feet to a point; thence S 00°06'15" W, 94.88 feet (previously 100.04 feet) to a point; thence S 86°21'45" E, 214.59 feet to a No. 5 rebar; thence, leaving said boundary line, N 00°05'33" W, 47.29 feet to a No. 5 rebar; thence N 87°47'48" E, 76.29 feet to a No. 5 rebar; thence N 41°25'39" E, 75.62 feet to the point of beginning.

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

Containing 27,548 Square Feet, more or less.



**AGENDA REPORT
CONSENT AGENDA
November 5, 2020**

To: Mayor and City Council

FROM: Daniel Beaubien, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **HANGAR LEASE TRANSFER: DORROH TO SHENK (#362 BRAVO)**

DATE: October 16, 2020

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE LEASE TRANSFER FROM JEFF DORROH TO MIKE AND SHERRI SHENK AT 362 BRAVO AS PRESENTED.

SUMMARY:

Mike and Sherri Shenk have purchased Hangar #362 Bravo and would like the lease put into their name.

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:

Mike and Sherri Shenk have purchased Hangar #362 Bravo from Jeff Dorroh and would like to have the lease with the city of Ontario put in their name.

ANALYSIS:

A. **STRATEGIC PLAN**

Growth and stability at the Ontario Municipal Airport is part of the city's strategic plan. Keeping leases current aids in the stability of the airport.

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 hangar has already been purchased.

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 transfer of Hangar #362B to Michael and Sherri Shenk.

ATTACHMENTS:

1. Mike Shenk Ins. 362
2. Bill of sale 362 Bravo
3. Mike Shenk lease 362
4. Mike Shenk 362 map

Certificate of Insurance

COUNTRY Mutual Insurance Company®
PO Box 2100, Bloomington, IL 61702-2100



THIS IS TO CERTIFY that policies issued to the person or entity named in this form are in force according to the following schedule. This Certificate of Insurance is for informational purposes only and does not amend, extend or alter the coverage provided by any described policy.

Issued at the request of:**Name and address of insured:**

City of Ontario
444 SW 4th St

Ontario, OR 97914

Shenk, Michael & Sherri
2906 Brooks Lance

Harper, OR 97906

Coverage Type	Certificate Effective Date	Insurance Office No.	Representative No.
Liability & Medical	10/15/2020	36006	24551

Property Location Description (if applicable):

Airplane Hanger 362B
581 SW 33rd St
Ontario, OR 97914

Type of Policy	Policy Number	Expiration Date	Liability	Medical	
				Each Person	Each Occurrence
Personal/Farm Umbrella	AL5242293	09/15/2021	\$ 1,000,000.00	\$ 5,000.00	

Insuring: ☐ Recreational Motor Vehicles ☐ Farm Implements ☐ Watercraft			
Year	Trade Name	Serial Number	Peril Covered

Special Provision (if any):

Additional Insured:
City of Ontario
444 SW 4th St
Ontario, OR 97914

* Unless specified above, this policy provides continuous coverage until further notice. Notice by regular mail to the last known address will be sufficient compliance with this provision.

10/15/20
Date

Authorized Representative Signature

Bill of Sale

August 6, 2020

I, Jeff Dorroh, have sold my airplane hangar (#362B) located at Ontario Municipal Airport to Michael Shenk effective today, August 6, 2020.



Jeff Dorroh, Seller

P.O. Box 724
Crane, OR 97732



Michael Shenk, Buyer

2906 Brooks Lane
Harper, OR 97906



LEASE AGREEMENT

THIS AGREEMENT made and entered into this **5th day of November , 2020**, by and between the **City of Ontario, Oregon, a municipal corporation**, hereinafter referred to as "Landlord" and **Mike Shenk or Sherri Shenk** 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 **5th day of November , 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 cent (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 **(960) 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 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: Mike Shenk or Sherri Shenk
2906 Brooks lane,
Harper, Oregon 97906

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

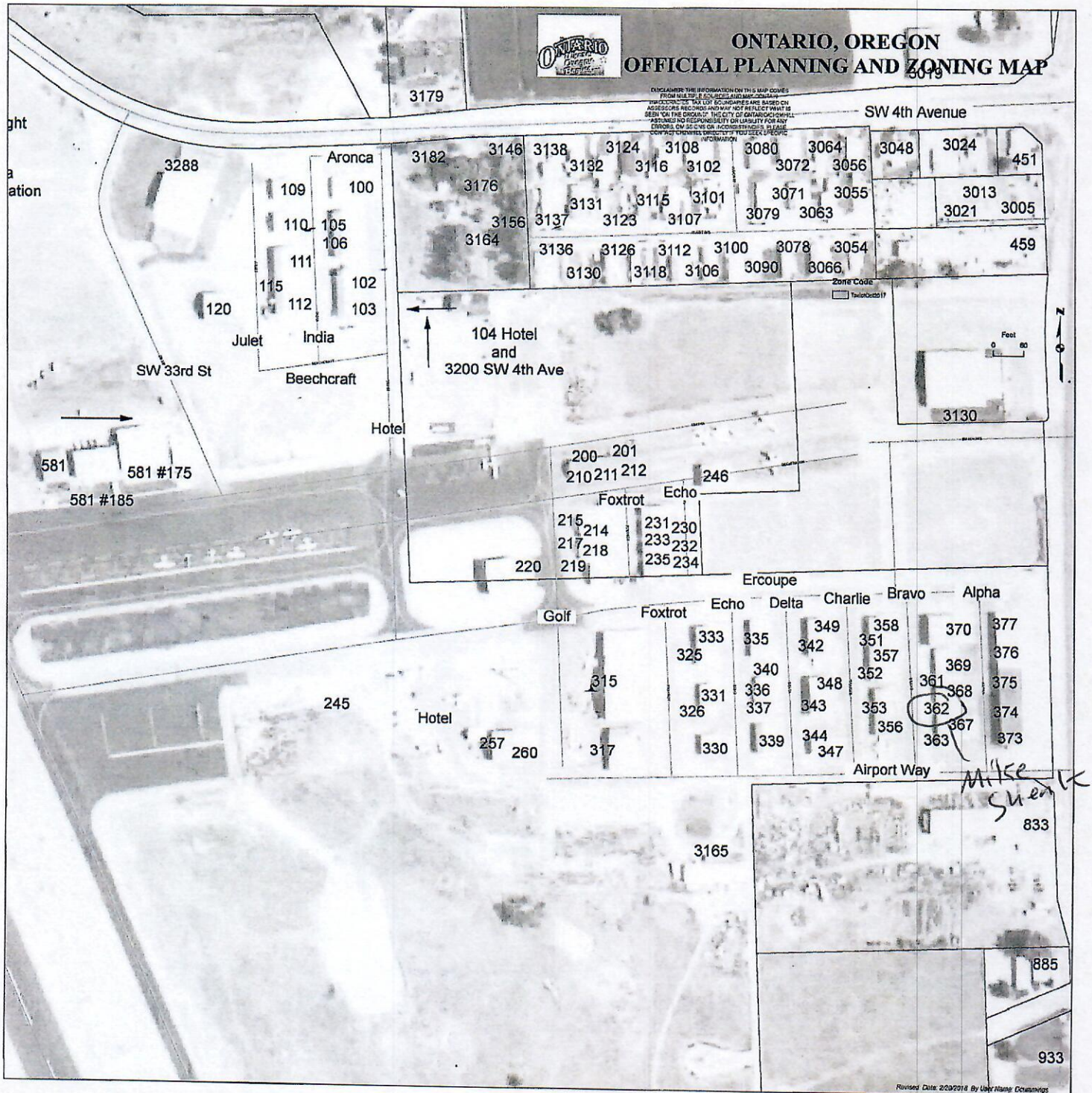
TENANT

Mike and Sherri Shenk 362 Bravo

Mike Shenk

Sherri Shenk

Hanger Lease



City of Ontario
Municipal Airport,
Malheur County,
Oregon



**AGENDA REPORT
CONSENT AGENDA
November 5, 2020**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: HOUSING INCENTIVE PROGRAM: COOPER

DATE: November 4, 2020

PROPOSED MOTION:

I MOVE THE CITY COUNCIL THE APPLICATION BY BRIAN COOPER AT 971 SW 3RD STREET FOR THE ONTARIO HOUSING INCENTIVE PROGRAM IN THE AMOUNT OF \$10,000.

SUMMARY:

Brian Cooper submitted an application for \$10,000 from the housing incentive program.

The property is located at 971 SW 3rd Street.

The Business Loan Committee is the reviewing and recommending authority for the City of Ontario Business Loan Fund and as such the Committee is tasked with reviewing and providing a recommendation to the City Council on all applications submitted for loan requests and Housing Incentive payments. The City Council is the final authority for approval of the applications. The City Manager, Finance Director and Community Development Director are responsible for insuring all requirements are met prior to payment of the approved application.

BACKGROUND:

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

CURRENT SITUATION:

Brian Cooper is requesting approval of the application for the \$10,000.00 Incentive on a new home to be located at 971 SW 3rd Street; tax lot 9900-18S4709AD. The proposed dwelling will be 2,160 Square feet with two and a half (2 1/2) bathrooms and a two (2) car garage. The application was deemed to be complete by the Community Development Director and meeting

or exceeding the minimum requirements of Section 11 of the Business Loan Fund code and was forwarded to the Committee for their review and recommendation. The Business Loan Fund Committee recommended approval of the application on October 28, 2020.

ANALYSIS:

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

ALTERNATIVES:

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

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

RECOMMENDATION:

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

ATTACHMENTS:

- 1. Incentive Application 18-2020_Brian Cooper (1)



City of Ontario, Oregon Housing Incentive Program Checklist

Applicant: BRIAN COOPER Date: 10/21/2020

Site Address or Tax Lot: Address 788 - Tax Lot 9900 - 1854709AD
971 SW 3RD ST

Application Number: 18-2020 (City Use Only)

Application Information: (Applicant or Staff)

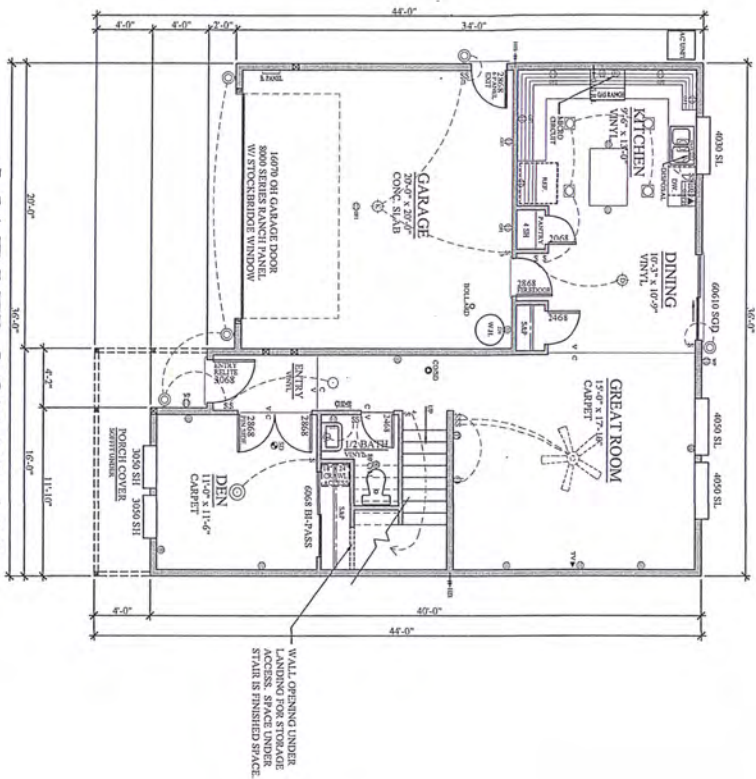
- ☒ Completed Application Signed & Dated: 10/21/2020
- ☒ Documentation showing funding: Bank Financing in Place
- ☒ Within City Limits
- ☐ In Urban Growth Boundary Annexation Application filed: N/A
- ☒ Floor Plan or description describing minimum square footage:
 - 1. House Square footage: 904 + 1256 = 2,160 #
 - 2. Number of Baths: 2-1/2
 - 3. Size of Garage: 2 Car - 400 #
- ☒ Description of Property of Home:
 - 1. Tax Lot map & Number: 1854709AD - 9900
 - 2. Copy of Deed: _____
 - 3. Or written description: _____
- ☒ Completed W-9 Taxpayer Form.

Process Completed: (Staff Use Only below)

- ☒ PDAC (if Required) date Completed: N/A
- ☒ Community Development Director approval date: 10/22/2020
- ☒ Forwarded to Business Loan Fund Committee: 10/22/2020
- ☐ BLF Committee forwards recommendation to City Manager: _____
- ☐ City Council Approval or Denial: _____
- ☐ City Manager signs application signifying Council **Approval**: _____
- ☐ Application submitted to Finance for tracking: _____
- ☐ Certificate of Occupancy issued (within 2 yrs. of Council approval): _____
- ☐ Proof of Owner Occupancy (must be within 1 yr. of C of O): _____
- ☐ Payment made to Owner: _____

HIGH WIND EXPOSURE:
UPGRADED HI-WIND GARAGE DOOR,
PREMIUM VINYL WINDOW UPGRADE
AND OTHER REQUIREMENTS TO
MEET LOCAL CODE.

MAIN FLOOR PLAN
904 SQ. FT.
1/4" = 1'-0"



FLOOR PLAN NOTES

1) SEE NOTES SHEET (SHEET N) FOR GENERAL FLOOR PLAN NOTES.
2) FOR ELECTRICAL & LATERAL REQUIREMENTS SEE PLUMBING
PLANS & ALL "S" SHEETS.

ELECTRICAL LEGEND	
ELECTRICAL	SYMBOL
THERMOSTAT	⊖
FAN - CONTINUOUS OPERATING	⊖
FAN - 80 GPM	⊖
FAN - CEILING HOOVER	⊖
LIGHT - WALL MOUNT - EXT.	⊖
LIGHT - DINING ROOM	⊖
LIGHT - KEYLESS	⊖
LIGHT - LARGE MUSHROOM	⊖
LIGHT - SMALL MUSHROOM	⊖
LIGHT - RECESSED CAN	⊖
LIGHT - W. M. - VANITY - 50	⊖
LIGHT - W. M. - VANITY - 30	⊖
OUTLET - CEILING GFI	⊖
OUTLET - 110	⊖
OUTLET - WATER PROOF	⊖
OUTLET - 220	⊖
OUTLET - HOT	⊖
OUTLET - HALF HOT	⊖
OUTLET - PHONE	⊖
OUTLET - TV	⊖
SMOKE DETECTOR	⊖
SMOKE/CO DETECTOR	⊖
SWITCH - 1 WAY	⊖
SWITCH - 3 WAY	⊖
SWITCH - 4 WAY	⊖



ADAIR HOMES, INC
1311 SE CARDINAL COURT
SUITE 100
VANCOUVER, WA 98683

COOPER - 2160

GARAGE CONFIGURATION:
INTEGRAL

PLAN ORIENTATION:
STANDARD

BIMS MODEL CODE - JOB #:
B57 - CO-29412

2017 ORSC

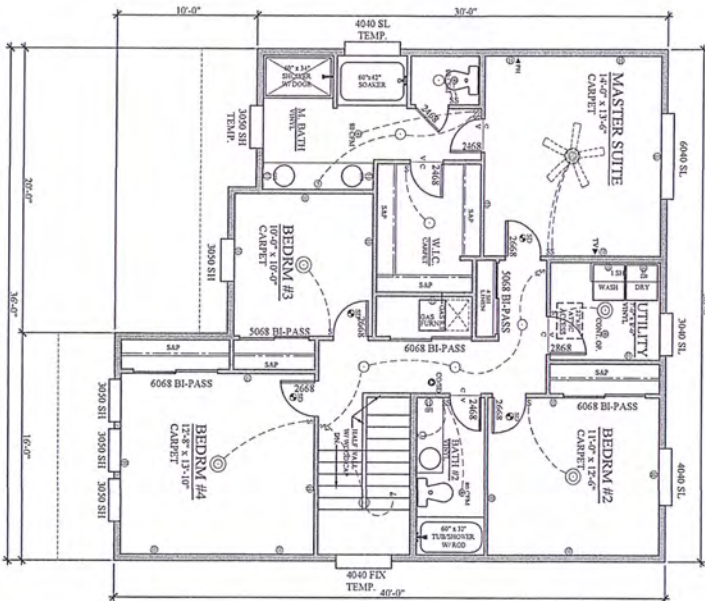
MAIN FLOOR PLAN

SCALE: 1/4" = 1'-0"
DATE: 07/10/2020
DRAFTED BY: NF
REV:

PAGE:
A3

HIGH WIND EXPOSURE:
UPGRADED HI-WIND GARAGE DOOR,
PREMIUM VINYL WINDOW UPGRADE
AND OTHER REQUIREMENTS TO
MEET LOCAL CODE.

UPPER FLOOR PLAN
1256 SQ. FT.
1/4" = 1'-0"



FLOOR PLAN NOTES
1) SEE NOTES SHEET NO. FOR GENERAL FLOOR PLAN NOTES.
2) FOR STRUCTURAL & MATERIAL REQUIREMENTS SEE FOUNDING
PLANS & ALL 7" SHEETS.

ELECTRICAL LEGEND	
ELECTRICAL	SYMBOL
THERMOSTAT	⊙
FAN - CONTINUOUS OPERATING	⊙
FAN - 80 CPM	⊙
FAN - CEILING HOOKUP	⊙
LIGHT - WALL MOUNT - EXT.	⊙
LIGHT - RECESSED	⊙
LIGHT - RECESSED CAN	⊙
LIGHT - W. M. VANITY - 20	⊙
LIGHT - W. M. VANITY - 20	⊙
OUTLET - CEILING GFI	⊙
OUTLET - 110	⊙
OUTLET - WATER PROOF	⊙
OUTLET - 200	⊙
OUTLET - GFI	⊙
OUTLET - HALF HOT	⊙
OUTLET - PHONE	⊙
OUTLET - TV	⊙
SMOKE DETECTOR	⊙
SWITCH - 1 WAY	⊙
SWITCH - 3 WAY	⊙
SWITCH - 4 WAY	⊙



ADAIR HOMES, INC
1311 SE CARDINAL COURT
SUITE 100
VANCOUVER, WA 98683

COOPER - 2160

GARAGE CONFIGURATION:
INTEGRAL

PLAN ORIENTATION:
STANDARD

IBMS MODEL CODE - JOB #:
B57 - CO-29412

UPPER FLOOR PLAN

2017 ORSC

SCALE: 1/4" = 1'-0"
DATE: 07/10/2020
DRAFTED BY: NF
REV:

PAGE:
A4

DUCTLESS HEAT PUMP W/ CADETS

DUCTLESS HEAT PUMP WITH CADETS

HEATING & THERMOSTATS: MIN. 25 EFF. ELECTRIC FORCED AIR FURNACE. THE SYSTEM WILL BE SIZED FOR THE HOME AND TO MEET THE 2015 ENERGY CODES. SYSTEM WILL INCLUDE A PROGRAMMABLE THERMOSTAT.

WINDOWS & PATIO DOOR: U-VALUE 0.30

INSULATION OF CONDITIONED SPACE:
CEILING - R19
UNDER-FLOOR - R20

LIGHTING: 100% OF INTERIOR AND EXTERIOR LAMPS CFL (CODE ALLOWS FOR TWO PERMANENTLY INSTALLED LIGHTING FIXTURES TO NOT HAVE HIGH-EFFICIENCY LAMPS)

U-VALUE FOR EXTERIOR DOORS:
30 S206 FOUR LITE - .19
28 S206 112 LITE - .20

28 FIBERGLASS FIREDOOR - .19

ADDITIONAL MEASURES: 3 & 4

ELECTRIC HVAC W/ HEAT PUMP

ELECTRIC HVAC W/ HEAT PUMP

HEATING & THERMOSTATS: MIN. 25 EFF. ELECTRIC FORCED AIR FURNACE. THE SYSTEM WILL BE SIZED FOR THE HOME AND TO MEET THE 2015 ENERGY CODES. SYSTEM WILL INCLUDE A PROGRAMMABLE THERMOSTAT.

ELECTRIC HEAT PUMP: HSFP 9.5 / 11.8 SEER

WINDOWS & PATIO DOOR: U-VALUE 0.30

INSULATION OF CONDITIONED SPACE:
CEILING - R19
UNDER-FLOOR - R20

EXTERIOR WALLS - R21

DUCT INSULATION: R8

LIGHTING: 100% OF INTERIOR AND EXTERIOR LAMPS CFL (CODE ALLOWS FOR TWO PERMANENTLY INSTALLED LIGHTING FIXTURES TO NOT HAVE HIGH-EFFICIENCY LAMPS)

U-VALUE FOR EXTERIOR DOORS:
30 S206 FOUR LITE - .19
28 S206 112 LITE - .20

28 FIBERGLASS FIREDOOR - .19

ADDITIONAL MEASURES: 3 & 4

GAS HVAC

GAS HVAC W/ A/C CONDENSER UNIT

HEATING & THERMOSTATS: MIN. 25 AFF. GAS FORCED AIR FURNACE. THE SYSTEM WILL BE SIZED FOR THE HOME AND TO MEET THE 2015 ENERGY CODES. SYSTEM WILL INCLUDE A PROGRAMMABLE THERMOSTAT.

A/C CONDENSER UNIT: 13 SEER

WINDOWS & PATIO DOOR: U-VALUE 0.30

INSULATION OF CONDITIONED SPACE:
CEILING - R19
UNDER-FLOOR - R20

EXTERIOR WALLS - R21

DUCT INSULATION: R8

LIGHTING: 100% OF INTERIOR AND EXTERIOR LAMPS CFL (CODE ALLOWS FOR TWO PERMANENTLY INSTALLED LIGHTING FIXTURES TO NOT HAVE HIGH-EFFICIENCY LAMPS)

U-VALUE FOR EXTERIOR DOORS:
30 S206 FOUR LITE - .19
28 S206 112 LITE - .20

28 FIBERGLASS FIREDOOR - .19

ADDITIONAL MEASURES: 3 & 4

OPTIONAL LP CONVERSION

CONVERT HVAC SYSTEM FROM GAS TO LP

GAS HVAC W/ HEAT PUMP

HEAT PUMP: 9.5 HSFP

MANDATORY MEASURES - 2017 ORSC CHAPTER 11

PRESCRIPTIVE REQUIREMENTS - TABLE N101.1(1)

OPTION	GLAZING AREA % OF FLOOR	GLAZING U-FACTOR	SEALANT U-FACTOR	DOOR U-FACTOR	CEILING R-49	INSULATION R-19	BASEMENT INS. R-10	CEILING R-19	WALLS R-13	FLOOR R-20	HEADERS R-13	SCAB R-13	DUCTS R-8
STU BASE CASE	UNLIMITED	0.30	0.30	0.20	R-49	R-19	R-10	R-13	R-13	R-20	R-13	R-13	R-8

UNLIMITED CEILING SURFACE AREA EXCEEDING 50 PERCENT OF THE TOTAL HEATED SPACE FLOOR AREA SHALL HAVE A U-FACTOR NO GREATER THAN 0.30 (R-49 CEILING INSULATION).

N104.3.1. INTERMEDIATE FRAMING CONSISTS OF WALL STUDS PLACED AT 16" O.C. WITH INSULATED HEADERS. HEADER VOIDS SHALL BE INSULATED WITH RIGID INSULATION WITH A MIN. R-VALUE OF 4 PER INCH OF THICKNESS.

N104.3.2. EXTERIOR JOINTS AROUND WINDOWS AND DOOR FRAMES, BETWEEN WALL CAVITIES AND WINDOW OR DOOR FRAMES, BETWEEN WALL AND FOUNDATION, BETWEEN WALL AND ROOF, BETWEEN WALL, PANELS AT PENETRATIONS OR UTILITY SERVICES THROUGH WALLS, FLOORS AND ROOFS AND ALL OTHER OPENINGS IN THE EXTERIOR ENVELOPE SHALL BE SEALED IN A MANNER APPROVED BY THE BUILDING OFFICIAL.

N104.3.3. DOMESTIC HOT WATER HEATING LOCATED OUTSIDE THE BUILDING THERMAL ENVELOPE SHALL BE INSULATED TO A MINIMUM OF R-3.

SPACES IN ELECTRICAL PANELS ALLOCATED FOR BOTH FUTURE SOLAR INSTALLATION AND FUTURE ELECTRIC CAR CHARGING INSTALLATION (NO CIRCUITS INCLUDED, PANEL SPACE ONLY).

FLOORS WITH 3 FULL BATHROOMS AND/OR 2 BEDROOMS RECEIVE A HEAT PUMP WATER HEATER.

IMPROVEMENTS TO THE BASE REQUIREMENTS ARE REQUIRED. TWO ADDITIONAL MEASURES FROM TABLE N101.1(2) MUST BE CHOSEN:

ADDITIONAL MEASURES - TABLE N101.1(2)

ENVELOPE ENHANCEMENT MEASURE (SELECT ONE):

☒ OPTION 1. BUILDING TIGHTNESS TESTING, VENTILATION & DUCT SEALING.

MECHANICAL AIR SEALING OF ALL WALL COVERINGS AT JOINT PLATE AND AIR SEALING CHECKLIST.

ALL DUCTS SEALED WITH MASTIC.

☐ OPTION 2. HIGH-EFFICIENCY ENVELOPE.

PROPOSED U-FACTOR IS 8 PERCENT LOWER THAN CODE U-FACTOR WHEN CALCULATED IN TABLE N101.1(1).

CONSERVATION MEASURE (SELECT ONE):

☒ OPTION A. HIGH EFFICIENCY HVAC SYSTEM: GAS OR PROPANE FIRED FURNACE WITH MIN. AFUE OF 94% OR AN AIR-SOURCE HEAT PUMP WITH SEER OF 13.0 OR HSPF OF 9.5.

OPTION B. DUCTLESS HEAT PUMP: DUCTLESS HEAT PUMP HSFP 10.0 IN PRIMARY ZONE OF DWELLING.



ADAIR HOMES INC.
© COPYRIGHT 2020

ADAIR HOMES, INC
1311 SE CARDINAL COURT
SUITE 100
VANCOUVER, WA 98683

COOPER - 2160

GARAGE CONFIGURATION:
INTEGRAL

PLAN ORIENTATION:
STANDARD

OREGON ENERGY

RES MODEL CODE - JOB #: B57 - CO-29412

2017 ORSC

SCALE: 1/4" = 1'-0"
DATE: 07/10/2020
DRAFTED BY: NF
REV:

PAGE:

EO

Notice: The information provided here is for convenience ONLY. The records located at Malheur County Assessor's office are the one and only legal instruments for assessment purposes. Although reasonable attempts are made to maintain this information as accurate as possible, these documents are being provided as an informational convenience ONLY. Malheur County is not, in any way, liable for any inaccuracies, inconsistencies, errors, omissions, or other deviations in these documents from the original copies maintained and filed at the Malheur County Assessor's Office, Vale, Oregon.

Date Web Site was last updated 10/21/2020

Value and tax information for tax year 2020

Ref#:2313 Type of Property : REAL PROPERTY

MAP#	TAX LOT#	A NUM	CODE	PROPERTY CLASS/DESC	ZONE
18S4709AD	9900	0	1	100 RESIDENT/RES/VACANT	O-RD

OWNER:	COOPER, BRIAN
CONTRACT:	
ETAL(s):	
MAILING ADDRESS:	
	977 SW 3RD ST
CITY/ST:	ONTARIO, OR ,97914

PROPERTY ADDRESS: 0

NOTES:

none.

	REAL MKT VALUE	ASSESSED(TAXABLE) VALUE
LAND	\$28,760	
STRUCTURES	\$0	
SUBTOT	\$28,760	\$15,443
TOTAL	\$28,760	\$15,443

PROPERTY TAX INFORMATION

Do not pay this amount! For current balance owing, contact our office.
Contact information may be found at this web page [Tax Office](#)

BASE TAX	\$237.59
TOTAL BASE TAX & SPECIAL ASSESSMENTS	\$237.59

LAND DESCRIPTIONS

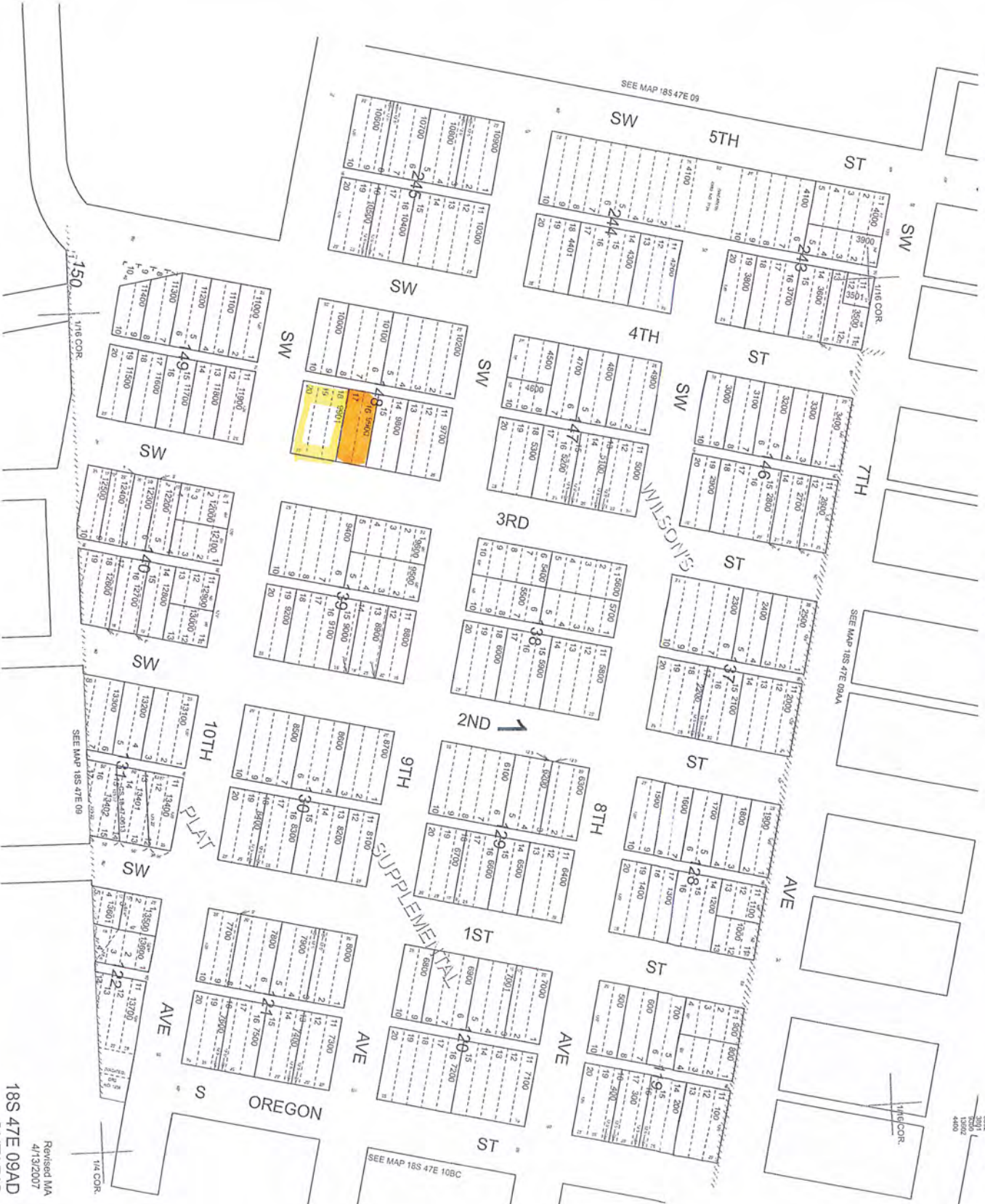
THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY



SE1/4 NE1/4 SECTION 09 T.18S. R.47E. W.M.
MALHEUR COUNTY

18S 47E 09AD
ONTARIO

3002
3003
3004
3005
3006
3007
3008
3009
3010
3011
3012
3013
3014
3015
3016
3017
3018
3019
3020
3021
3022
3023
3024
3025
3026
3027
3028
3029
3030
3031
3032
3033
3034
3035
3036
3037
3038
3039
3040



18S 47E 09AD
ONTARIO

Revised MA
4/13/2007



**AGENDA REPORT
OLD BUSINESS
November 5, 2020**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: RESOLUTION #2020-142: HOMELESS SHELTER SITING

DATE: October 28, 2020

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION 2020-142: A RESOLUTION DESIGNATING THE PROPERTY AT PROPERTY MAP TAX LOT ID 18S47E03CB04600 AT 122 NW 3RD AVENUE ONTARIO FOR USE AS A TEMPORARY EMERGENCY WINTER SHELTER SITE.

AND

I MOVE THAT THE CITY COUNCIL DESIGNATE THE 2020-2021 HOMELESS SERVICES BUDGET OF \$10,000 TO COMMUNITY IN ACTION TO SUPPORT THE TEMPORARY WINTER SHELTER.

SUMMARY:

The City of Ontario has partnered with Community in Action to provide emergency transitional shelters for persons experiencing homelessness who can be temporarily housed until a more stable housing opportunity can be sustained. The City provided the land for a 2020 pilot project which created 16 emergency shelter units. After a community input process, Community in Action has recommended moving the transitional shelters to a lot adjacent to the day shelter, where meals and a shower are provided daily.

BACKGROUND:

The City of Ontario partnered with Community in Action and Origins Faith Community to provide emergency winter sheltering. The project included acquiring 16 sheds with heat, insulation, and electric. Those units were established on a city property for the pilot project.

Under a pilot project conducted during April of 2020, Community was able to help 39 people by providing temporary sheltering for them until they could move them into more stable housing. Of the 39, 38 where moved into more stable housing and one chose to go back to homelessness.

The City of Ontario took on the role of gathering public feedback on the pilot project and for the potential new sites for the coming winter season. Community in Action was able to locate 5 possible sites for the shelters for the coming winter, which included the current site.

The City held a survey online and a public open house forum for people to provide feedback and preferences for the location of the shelter. The forums and the survey were advertised in the local paper, social media, and by handouts in neighborhoods where the shelter options existed.

The feedback indicated that the City site or Cook site were the preferred location of the shelter. Both are the closest access to the day shelter, where the homeless can get a meal, shower, and launder clothes.

CURRENT SITUATION:

The City Council heard the results of the survey and public input forum at their meeting on October 27 2020, as well as heard a recommendation from Community in Action to relocate the shelter to the Cook site (see attached map).

The City Council motioned to support the recommendation of Community in Action to relocate the temporary housing shelters to the Cook property by authorizing emergency temporary winter sheltering at the site. The Council directed the City Manager to bring back a resolution on November 5th to authorize the property by resolution as required by Oregon State Law.

The Council also requested that Community in Action bring back an implementation plan for getting the shelter up and running. The plan is attached. Their stated goal is to get the shelter running by December 1, 2020.

The Council has budgeted \$10,000 to assist with homeless services that has not been appropriated. The Council could also motion to allocate this funding towards the emergency winter sheltering project run by Community in Action.

ANALYSIS:

- A. **STRATEGIC PLAN** The Council included assisting persons experiencing homelessness in their 2019-2023 Strategic Plan. To that end, \$10,000 was included in the 2020-2021 budget but was not designated to any particular effort.
- B. **FINANCIAL** Approval of the resolution dedicating this property as emergency winter sheltering does not have any financial impact to the City.

If the Council chooses to use the money budgeted for homeless services to support this effort, the Council can also motion to dedicate the money to Community in Action.

C. **TIMING** Timing is essential for the shelter to be relocated. Work with Idaho Power has to be scheduled and an electrician to hook up the units at the new site must also be acquired. The units need to be relocated and the site prepped for them. The City has the ability to assist with moving the shelters and also to do minimal site grading if needed.

D. **POLICY/LEGAL** The City Council is required to approve sites for emergency shelters.

ALTERNATIVES:

Take No Action - Community in Action cannot proceed without a designation of use by the Ontario City Council.

Choose Another Site - The City Council could request that Community in Action carry out the shelter project at another location.

RECOMMENDATION:

The City Manager recommends that the Council approve Resolution #2020-142, a resolution designating the property at 122 NW 3rd Avenue as a temporary emergency winter shelter and that the Council move to authorize the funding of \$10,000 for homeless services in the 2020-2021 to Community in Action.

ATTACHMENTS:

1. RES 2020-142_ CC_Homeless Shelter Siting_11 5 2020
2. Map_CC_Shelter alternatives_10 29 2020
3. SS_CC_ Winter Emergency Shelter Implementation Plan for 2020-2021



RESOLUTION 2020-141

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, TO SUPPORT THE LOCATION OF THE TEMPORARY WINTER SHELTER AT THE COOK SITE

- WHEREAS,** The City Council of the City of Ontario included in their strategic plan a plan to contribute to efforts that assist with providing services for the homeless; and
- WHEREAS,** The City of Ontario worked collaboratively with Community in Action on a pilot project to provide a temporary emergency winter shelter in the winter of 2020-2021; and
- WHEREAS,** The pilot project, while only open for one month, yielded great successes moving people experiencing homelessness into transitional shelters before moving them into more stable housing; and
- WHEREAS,** Public input was solicited by the City to receive feedback after the pilot project concluded and more recently about where the emergency winter transitional shelter should be located for the 2020-2021 year; and
- WHEREAS,** The public feedback indicated that either the current city-owned site on NE 3rd Avenue or what is referred to as the Cook property adjacent to the shelter were the most preferred locations; and
- WHEREAS,** Community in Action recommended the Cook property because of its close proximity to the day shelter; and
- WHEREAS,** The City Public Works Department can support the effort by offering in-kind services to assist with relocating the temporary shelters to the new site with city equipment; and
- WHEREAS,** The power is invested in the City Council of Ontario to designate an area for emergency transitional shelters.

NOW THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Ontario designates the property on Map Tax Lot ID 18S47E03CB04600 at 122 NW 3rd Avenue as a temporary site for emergency winter sheltering of persons experiencing homelessness for the purpose of keeping them safe and warm and moving them into more stable permanent supportive housing.

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the Common Council City Council of the City of Ontario this 5th day of November, 2020, by the following vote:

AYES:

NAYES:

ABSENT:

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

Riley J. Hill, Mayor

ATTEST:

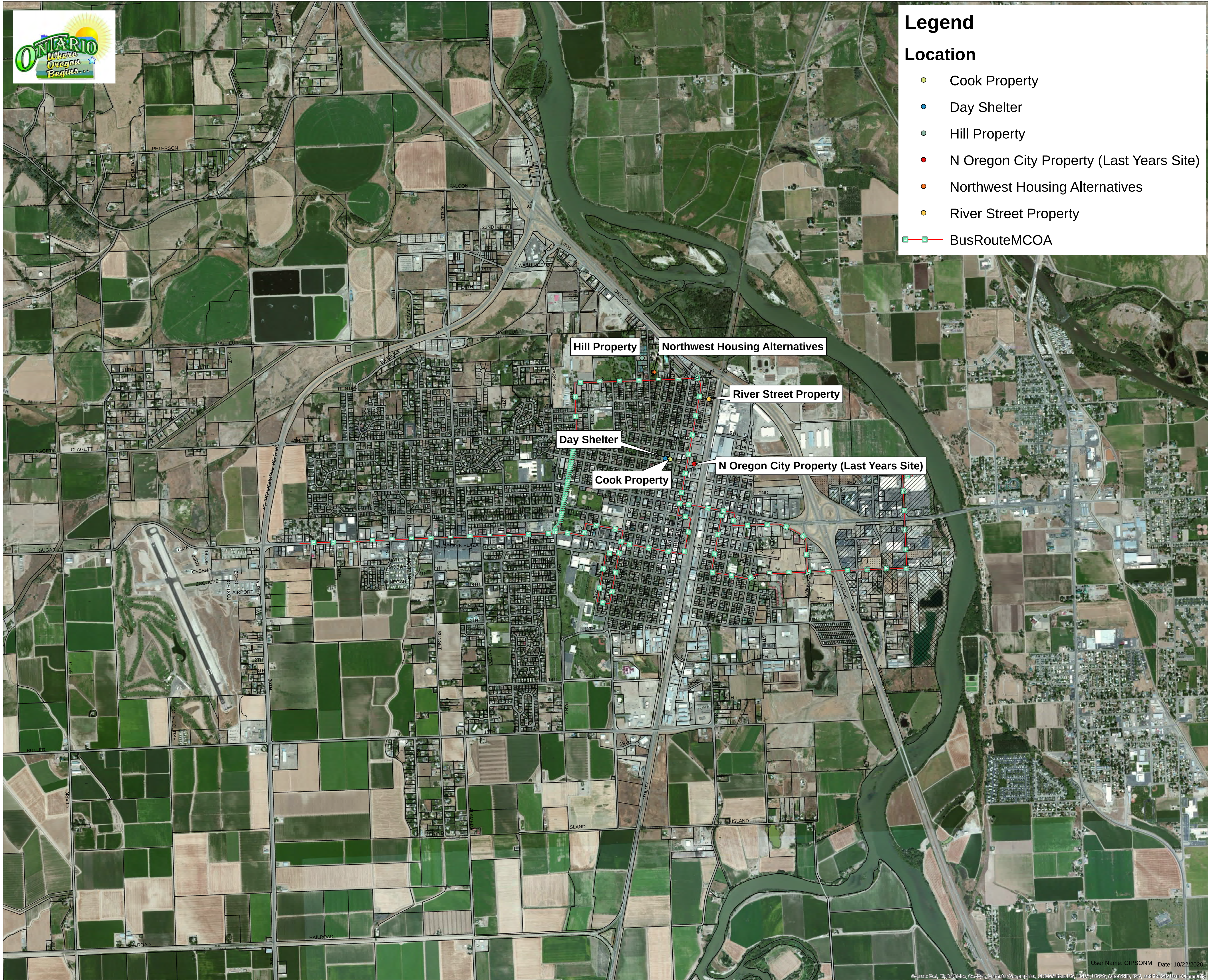
Tori Barnett, MMC, City Recorder



Legend

Location

- Cook Property
- Day Shelter
- Hill Property
- N Oregon City Property (Last Years Site)
- Northwest Housing Alternatives
- River Street Property
- BusRouteMCOA



Ontario Winter Shelter 2020/2021

Item	Point Person	Details:	Outstanding Issues:	Assigned to and date:	Completion Date:	Related Issues:	Notes:
Zoning	Dan Cummings and Stephanie Cook	Zoning Issues			Summer 2020		Discussed needs for temporary versus permanent.
	Barb and Adam	City Council Meeting	Attend Oct 27th City Council meeting and present project changes	10/27/2020	10/27/2020	Budget and City Council	Attend City Council on Nov 5th for resolution as the resolution number was not available today.
	Barb and Adam	Determine appropriate zoning and/or next steps with City	City Council meeting Nov 5	10/27/2020			Bring timeline of events, Q/A.
	Adam and Stephanie	Community Engagement	Survey completed	Adam/October	10/25/2020	City Council and Budget categories	Recommendation to move shelter to the Cook property due to the relationship with them and vicinity to day shelter. Consider fence, trash receptacles, holding areas for cans/deposits, food cupboard, etc.
	Group	What else?					
Site Prep	Priscilla Garcia/Stephanie	Resetting of the units					
	Priscilla/Stephanie	Bids to move units	Barb's e-mail to group 11-02 w/questions	10/27/2020			Let's discuss this email on Nov 4th at the Homeless Site Committee meeting
	Adam/City	Resite the units	Coordinate with Ramey	10/27/2020			Adam will get a crew to move the units and prep the site
	Priscilla/Stephanie	Bids for electrical	Bid pending - walked property 11-02	10/27/2020		Ore/Idaho Electric is getting a bid for the work.	They can work within the December deadline.
	Priscilla/Stephanie	Bids for rest rooms and showers	CinA bid pending 11-02	10/27/2020			
	Priscilla/Stephanie	Bids for fence		10/27/2020			
Units	Priscilla	Unit Maintenance and Needs					
	Priscilla	Refrigerators		After Resiting			
	Priscilla	Heaters in working order					
	Priscilla	Door locks and keys					
	Priscilla	Windows in working order					

[illegible]

Section 3: Budget Process

Budget Calendar

Departments prepare requested budget documents	November 1, 2020
Departments turn in budget documents to Finance Department	December 15, 2020
Budget narrative and performance measures completed	December 31, 2020
Finance Department prepares requested/proposed budget	December 16 – January 15, 2021
Budget priorities with City Council	January 19, 2020
Review budget between Finance Director, City Manager, and Assistant to City Manager	January 20, 2021
Proposed budget reviewed with departments	January 25 – January 29, 2020
Preliminary Budget Committee Meeting	January 26, 2020
Proposed budget made available to Budget Committee and Public	February 22, 2020
Publish first notice of Budget Committee Meeting (5 – 30 days before meeting)	February 23, 2020
Publish second notice of Budget Committee Meeting (5 days before meeting)	March 2, 2020
Budget Committee Meetings (Budget Committee approves budget; Budget Committee approves state revenue sharing)	March 9, 10, 11, 2020
Prepare budget summary	March 15, 2020
Publish budget summary and notice of Budget Hearing (5 – 30 days before hearing)	April 1, 2020
Public Hearing by City Council	April 20, 2020
City Council adopts budget, makes appropriations, imposes taxes, and categorizes taxes, election to receive state revenues	April 20, 2020
Certify taxes to County Assessor	By July 15, 2020
File budget document with County Clerk	By September 30, 2020



**AGENDA REPORT
NEW BUSINESS
November 5, 2020**

To: Mayor and City Council

FROM: Daniel Beaubien, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: COMMERCIAL LAND LEASE JIM BAIN AT #245 ERCOUCPE

DATE: October 21, 2020

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE LEASE AS PRESENTED FOR JIM BAIN AT #245 ERCOUCPE.

SUMMARY:

Jim Bain has flown as an aerial applicator for the past five years at the Ontario Municipal Airport with a temporary land lease. He has renewed his lease several times as a more permanent location was sought for all aerial applicators. Since no location has been agreed upon or engineered, he is seeking a longer lease as the other applicators now have.

Jim is also asking to be allowed to have fuel for his business at the airport as has been allowed in the past to other applicators who have met all the requirements set at the federal, state and local levels.

BACKGROUND:

Commercial leases are granted by the City of Ontario to businesses at the Ontario Municipal Airport that are considered an appropriate airport use.

CURRENT SITUATION:

Jim Bain has a spray operation at the Ontario Municipal Airport with a short term lease. He is looking for a long-term site at the airport that better suits his business needs. His current location is slated for future expansion of the jet parking area in the airport layout plan. That expansion is currently more than 5 years out.

Mr. Bain is seeking permission to receive fuel as permitted by Ontario Municipal Code 3-9-9 (A & B). The permission to receive fuel is included in the lease agreement as are the other agriculture operations allowed to receive fuel.

ANALYSIS:

- A. **STRATEGIC PLAN** Improvements to the Ontario Municipal Airport fall under the growth strategy. The airport provides a significant economic impact to the community.
- B. **FINANCIAL** Land leases at the airport are one of the ways in which the Ontario Municipal Airport sustains itself.
- C. **TIMING** The lease expires in November.
- D. **POLICY/LEGAL** The City Council is required to approve leases to the City of Ontario, and normally does so under the consent agenda. This lease; however, adds an additional component granting Mr. Bains company the right to receive fuel on the airport as allowed by Section 3-9-9(A & B) of the Ontario Municipal Code.

ALTERNATIVES:

Take No Action: Bain Aviation's lease would expire and he would be required to vacate the land leased to him. .

RECOMMENDATION:

Staff recommends approval of the lease to Bain Aviation.

ATTACHMENTS:

- 1. Bain lease 2020
- 2. Storm Water Pollution Control Plan Bain 2020
- 3. KONO Policy 2019
- 4. Jim Bain 245 map

COMMERCIAL LEASE AGREEMENT
LAND LEASE ADDRESS:
245 ERCOUBE

THIS AGREEMENT, made and entered into this **5th** day of **November, 2020**, by and between the **CITY OF ONTARIO, OREGON**, as first party, hereinafter referred to as the "CITY" and **Bain Aviation, Inc.**, a Corporation, as second party, hereinafter referred to as "LESSEE."

W I T N E S S E T H:

WHEREAS the City is the owner of certain property within the corporate boundaries of said city known and operated as the Ontario Municipal Airport, and certain hangars located upon said property; and

WHEREAS, **Bain Aviation, Inc.** desires to use said airport for the purpose of providing a(n) **Aerial Application** service.

NOW THEREFORE, in consideration of the mutual promises on the part of both of the parties, the City does hereby lease the non-exclusive right to the property described in Exhibit "A" attached hereto and incorporated herein by reference, together with the joint use in common with all the facilities upon said airport, subject to all rules and regulations pertaining to the airport which are now in effect or may hereafter be adopted, for a period of **(20) years**, commencing on **November 5th, 2020**, subject to the following terms and stipulations:

- 1) LESSEE shall make available the following facilities and services to the general Public: **Aerial Applications of Economic Poisons, Fertilizers and Aerial Seeding.**
- 2) LESSEE shall have the right, on a non-exclusive basis:
 - a) to install, operate, maintain, repair and store, subject to the approval of the City, in the interest of safety and convenience to all concerned, all equipment necessary to conduct of LESSEE business, to-wit: **Aerial Application**
 - b) to provide storage space for aircraft.
 - c) to use common area of the airport, including runways, taxiways, aprons, roadways, floodlights, land lights, signals and other conveniences for the take-off, flying and landing of the aircraft.
- 3) Said property shall not be used for any other purpose than that authorized herein without the written consent of the City, and LESSEE shall not carry on or conduct any business upon said premises that will be injurious to persons or property upon said airport. LESSEE shall keep and store all inflammable materials and liquid in accordance with the rules and regulations adopted and approved by the National Board of Fire Underwriters.
- 4) There shall be no signs or other advertising located at the airport.

- 5) LESSEE shall lease a minimum of **7,000** square feet from the City for construction, operation, and maintenance of the facilities as herein described.
- 6) City may, but shall not be obligated to, maintain, keep and repair the landing area of the airport and all publicly owned facilities to the airport, together with the right to direct and control all activities of the LESSEE in this regard. All damage caused to the airport, its runways, its landing areas, or other facilities, caused or occasioned by negligence of LESSEE shall be paid for in full by LESSEE and the City shall be fully compensated for such damage. LESSEE shall subordinate to provisions or any existing or future provisions or agreement between the City and the United States relative to the operation or maintenance of the airport. LESSEE shall have the right to terminate the lease in the event an agreement between the City and the United States would permit the United States to take over the airport and make the operations of LESSEE on the airport extremely onerous or impossible. The execution of the agreement has been or may be recorded as a condition precedent to the expenditure of federal funds for the development of the airport. All buildings shall conform to the existing building and safety codes which apply. The leased area and LESSEE facilities thereon shall be kept in an acceptable state of repair and maintenance at all times. All buildings or improvements constructed upon the leased premises by LESSEE may be removed therefrom by LESSEE at any time during the term of this lease and within a reasonable period of time following expiration of the term or termination of the lease.

(a) LESSEE shall be granted access to city-owned irrigation water at the east edge of LESSEE loading area. LESSEE shall compensate CITY \$1.00 per 1,000 gallons of irrigation water on an estimated usage amount of 200,000 gallons annually resulting in a water usage fee of \$200.00 per year.

- 7) Any aircraft, aircraft parts, equipment, supplies, or other materials owned by Tenant shall only be stored in an approved manner on property subject to a current Hangar lease, tie-down fee agreement, static display agreement, or temporary use agreement. Any aircraft, aircraft parts, equipment, supplies and/or other materials belonging to Tenant and stored on airport premises for more than forty-eight (48) hours in violation of the provisions herein shall be subject to removal by the City at Tenant's expense
- 8) The Tenant shall obtain public liability and property damage insurance in a responsible company with limits of not less than \$500,000 for injury to one (1) person, \$1,000,000 for injury to two (2) or more persons in one occurrence, and \$100,000 for damage to property. 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.
- 9) Nothing in this lease is intended or shall act to waive the liability limits as established in

the Oregon Tort Claims Act, ORS 30.260 et seq.

- 10) LESSEE shall operate its leased premises for the use and benefit of the public and make available public facilities and services offered by it to the public without unjust discrimination and refrain from imposing or levying excessive or discriminatory or other unreasonable charges or fees for the use of the airport or its facilities. It is understood and agreed that nothing contained in these standards shall be construed to grant or authorize the granting of the exclusive rights within the meaning of Section 303 of the Civil Aeronautics Act.
- 11) LESSEE agrees not to refuse its service or products to any person because of such person's race, color, or natural origin.
- 12) The City agrees to require, to the extent that it can legally do so, that any other individual or firm desiring to use the Ontario Municipal Airport for the commercial purposes which are in competition with the LESSEE activities thereon shall be required to furnish and provide all facilities, buildings, services and investment acceptable to the City and commensurate with those furnished by LESSEE with respect to all of LESSEE's commercial operations thereon and not necessarily specified in this agreement.
- 13) LESSEE shall not assign, transfer or sublet in whole or in part to any other person or persons whomsoever the rights and privileges herein contained without the written consent of the City being first obtained.
- 14) LESSEE shall pay to the City as yearly rent the sum of **fifteen point six four cents (15.64¢)** per square foot of the property described in Exhibit "A" subject to the rights of the City 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 **the default minimum of 7000** square feet for the purposes of determining the annual rent herein. The annual rental amount shall be paid on or before the 30th day of June each year and is payable each year in advance. In the event this Agreement is entered into during the course of a fiscal year, the amount of rent shall be prorated from the date of the Agreement through June 30th of that year. It is mutually understood and agreed between the parties hereto that the rental amount may be adjusted upward or downward annually in the sole discretion of the Common Council of the City of Ontario. Such adjustment may be made in any year and shall be effective for the balance of the lease term or until further adjustment, if any.

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

- 15) LESSEE shall not participate in or perform any other aeronautical function at the airport save and except that specified in this lease.

- 16) LESSEE, for all aircraft operated in connection herewith, shall be required to have two-way radios in its aircraft capable of communicating and receiving on 122.8 MZ for communication with the Uni-com facilities at the airport as well as with other air traffic in the area.
- 17) LESSEE shall adhere to and follow the airport's Storm Water Pollution Control Plan. The plan shall include at least the following items:
- (a) A description of all "significant materials" that are treated, stored, transferred, or disposed of on site, together with the methods of treatment, storage, transfer or disposal.
 - (b) A site map showing the location of the site in relation to surface waters and storm water drainage facilities indicating drainage patterns, each drainage area of each storm water outfall; paved areas and buildings within the drainage area of each discharge point; areas used for outdoor storage, transfer or disposal of significant materials; each existing structural control measure for reducing pollutants in storm water runoff; materials loading and access areas; hazardous waste storage or disposal facilities; location of wells, (including waste injection wells, seepage pits, dry wells, etc.).
 - c) A narrative description of the materials and storm water management practices employed or scheduled for employment, to minimize contact of significant materials with storm water runoff; structural and nonstructural control measures to reduce pollutants in storm water runoff; treatment (if any) and ultimate disposal of solid or fluid wastes other than by surface discharge. In developing the plan, the lessee shall consider but not be limited to the following management practices:
 - I. Containment - Containment methods required under 3-9-9(B)4 Ontario Municipal Code shall be described and a schedule for their implementation adopted.
 - ii. Oil & Grease Separation - Oil/water separators, booms, skimmers or other methods should be employed to minimize oil contaminated storm water discharge.
 - iii. Waste Chemical Disposal - Waste chemicals such as deicers, antifreeze, degreasers, used oils, pesticide residuals, etc. shall be recycled or disposed of in an approved manner and in a way which prevents them from entering storm water discharges and or ground water.

- iv. Storm Water Diversion - Wherever possible, storm water should be diverted away from material storage and other areas of potential storm water contamination.
 - v. Covered Storage Areas - Wherever practicable, fueling operations, material storage areas, and material transfer areas should be covered to prevent contact with storm water.
- (d) Spill Prevention and Response Procedures - Areas where potential spills of significant materials can impact storm water runoff and their associated drainage points shall be clearly identified. Methods to prevent spills along with cleanup and notification procedures shall be identified in the plan and made available to the appropriate personnel. The required cleanup equipment must be on site or readily available.
- (e) Preventive Maintenance - A preventive maintenance program shall be implemented to ensure the effective operation of materials management facilities, structural and non-structural control facilities, and any treatment facilities used to comply with the requirements of the ODEQ. The preventive maintenance program shall include the following:
- I. Areas where potential spills of significant materials could impact storm water runoff, control structures, and any treatment facilities shall be inspected monthly.
 - ii. A regular program of cleaning and repairing storm water control structures, treatment facilities, and materials handling, transfer and storage facilities shall be conducted.
- (f) An employee awareness program shall inform personnel of the components and goals of the SWPCP, and address spill response procedures, good housekeeping, and materials management practices.
- (g) Incidents of spills or leaks of significant materials which could impact storm water runoff, or ground water, along with corrective actions, surface water discharge (if any), and other relevant information shall be included in the company records. Inspection and maintenance activities such as cleaning and repairing storm water control and treatment facilities shall also be documented and recorded.
- (h) A supplemental plan shall be filed each calendar year on or before the anniversary date of the lease. The supplemental plan shall include a complete site inspection of all areas where potential spills of significant materials can impact storm water runoff or ground water. The supplemental plan shall identify any spills or leaks which actually did occur as well as cleanup measures and steps taken to prevent reoccurrence.

The Supplemental Plan shall also include a list of any significant substances treated, stored transferred or disposed of on site which have not been previously identified in a SWPCP under this Section.

- (i) LESSEE shall be required to implement dust abatement measures as required to prevent nuisance dust issues for other airport users and businesses.
- 18) LESSEE shall pay to the City the sum of \$1,000 commercial operator's fee, which shall be paid on or before the 30th of June each year payable each year in advance. In the event this Agreement is entered into during the course of a fiscal year, the amount of the consideration shall be prorated from the date of the Agreement through June 30th of that year.
- 19) It is stipulated and agreed that in any event notwithstanding any provisions made in this lease, the parties hereto shall submit to arbitration any questions or disputes, except non-payment of rentals, arising between the parties hereto to the meaning or interpretation of any term or condition or provision herein contained or in respect to any matter of compliance or noncompliance with the terms hereof. Said question or dispute shall be submitted to three arbitrators. LESSEE and the City each shall select one and the two so chosen shall then select a competent and disinterested person to serve as the third arbitrator. Or, in the event that the two arbitrators cannot agree on the selection of a third arbitrator, said third arbitrator shall be selected within 30 days by the Circuit Court Judge of Malheur County, Oregon. The arbitrators, together, shall then consider the question or questions or dispute or disputes submitted to them in writing by the parties hereto. The decision in writing of any two shall determine the particular question or dispute under consideration. All expenses of arbitration shall be borne one-half by the City and one-half by LESSEE.
- 20) The initial term of this lease shall be from the date of execution through June 30th of the current fiscal year. If the lease is not in default, the Lease Agreement may be renewed annually upon mutual agreement of the parties.
- 21) LESSEE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. LESSEE assures that 'it will require that its covered suborganizations provide assurances to the LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- 22) The LESSEE is hereby granted the ability to Hot Fuel with Jet A as needed without being in violation for the adopted City of Ontario Municipal Airport Authority Standard Manual

of Airport Rules and Regulations section 7.2 A.

- 23) The LESSEE is hereby granted permission to bring onto the airport fuel for the purpose of his business only and must pay applicable flowage fees and adhere to all federal, state, and local laws, rules, and ordinances.

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 S.W. 4th Street
 Ontario, Oregon 97914

To Tenant: Bain Aviation, Inc.
 606 Cove Rd.
 Weiser, ID 83672

IN WITNESS WHEREOF, LESSEE has caused these presents to be signed by its owner, this

_____ day of November, 2018.

CITY OF ONTARIO

LESSEE

By: _____
Riley J Hill, Mayor

By: _____
James Bain, Bain Aviation, Inc.

ATTEST: _____
Tori Barnett, City Recorder

EXHIBIT A
[Legal Description or copy of map]

Tier I Qualified Facility SPCC Plan

This template constitutes the SPCC Plan for the facility, when completed and signed by the owner or operator of a facility that meets the applicability criteria in §112.3(g)(1). This template addresses the requirements of 40 CFR part 112. Maintain a complete copy of the Plan at the facility if the facility is normally attended at least four hours per day, or for a facility attended fewer than four hours per day, at the nearest field office. When making operational changes at a facility that are necessary to comply with the rule requirements, the owner/operator should follow state and local requirements (such as for permitting, design and construction) and obtain professional assistance, as appropriate.

Facility Description

Facility Name	Bain Aviation, Inc. Ontario, OR Airport			
Facility Address	3599 Airport Way			
City	Ontario	State	OR	ZIP 97914
County	Malheur	Tel. Number	208 550 - 2163	
Owner or Operator Name	Bain Aviation, Inc.			
Owner or Operator Address	606 Cove Rd			
City	Weiser	State	ID	ZIP 83672
County	Washington	Tel. Number	(208) 550 - 2163	

I. Self-Certification Statement (§112.6(a)(1))

The owner or operator of a facility certifies that each of the following is true in order to utilize this template to comply with the SPCC requirements:

I, James Bain certify that the following is accurate:

1. I am familiar with the applicable requirements of 40 CFR part 112;
2. I have visited and examined the facility;
3. This Plan was prepared in accordance with accepted and sound industry practices and standards;
4. Procedures for required inspections and testing have been established in accordance with industry inspection and testing standards or recommended practices;
5. I will fully implement the Plan;
6. This facility meets the following qualification criteria (under §112.3(g)(1)):
 - a. The aggregate aboveground oil storage capacity of the facility is 10,000 U.S. gallons or less; and
 - b. The facility has had no single discharge as described in §112.1(b) exceeding 1,000 U.S. gallons and no two discharges as described in §112.1(b) each exceeding 42 U.S. gallons within any twelve month period in the three years prior to the SPCC Plan self-certification date, or since becoming subject to 40 CFR part 112 if the facility has been in operation for less than three years (not including oil discharges as described in §112.1(b) that are the result of natural disasters, acts of war, or terrorism); and
 - c. There is no individual oil storage container at the facility with an aboveground capacity greater than 5,000 U.S. gallons.
7. This Plan does not deviate from any requirement of 40 CFR part 112 as allowed by §112.7(a)(2) (environmental equivalence) and §112.7(d) (impracticability of secondary containment) or include any measures pursuant to §112.9(c)(6) for produced water containers and any associated piping;
8. This Plan and individual(s) responsible for implementing this Plan have the full approval of management and I have committed the necessary resources to fully implement this Plan.

I also understand my other obligations relating to the storage of oil at this facility, including, among others:

1. To report any oil discharge to navigable waters or adjoining shorelines to the appropriate authorities. Notification information is included in this Plan.
2. To review and amend this Plan whenever there is a material change at the facility that affects the potential for an oil discharge, and at least once every five years. Reviews and amendments are recorded in an attached log [See Five Year Review Log and Technical Amendment Log in Attachments 1.1 and 1.2.]
3. Optional use of a contingency plan. A contingency plan:
 - a. May be used in lieu of secondary containment for qualified oil-filled operational equipment, in accordance with the requirements under §112.7(k), and;
 - b. Must be prepared for flowlines and/or intra-facility gathering lines which do not have secondary containment at an oil production facility, and;
 - c. Must include an established and documented inspection or monitoring program; must follow the provisions of 40 CFR part 109; and must include a written commitment of manpower, equipment and materials to expeditiously remove any quantity of oil discharged that may be harmful. If applicable, a copy of the contingency plan and any additional documentation will be attached to this Plan as Attachment 2.

I certify that I have satisfied the requirement to prepare and implement a Plan under §112.3 and all of the requirements under §112.6(a). I certify that the information contained in this Plan is true.

Signature _____

Title: President

Name James Bain

Date: 10 / 12/ 20

II. Record of Plan Review and Amendments

Five Year Review (§112.5(b)):

Complete a review and evaluation of this SPCC Plan at least once every five years. As a result of the review, amend this Plan within six months to include more effective prevention and control measures for the facility, if applicable. Implement any SPCC Plan amendment as soon as possible, but no later than six months following Plan amendment. Document completion of the review and evaluation, and complete the Five Year Review Log in Attachment 1.1. If the facility no longer meets Tier I qualified facility eligibility, the owner or operator must revise the Plan to meet Tier II qualified facility requirements, or complete a full PE certified Plan.

Table G-1 Technical Amendments (§§112.5(a), (c) and 112.6(a)(2))

This SPCC Plan will be amended when there is a change in the facility design, construction, operation, or maintenance that materially affects the potential for a discharge to navigable waters or adjoining shorelines. Examples include adding or removing containers, reconstruction, replacement, or installation of piping systems, changes to secondary containment systems, changes in product stored at this facility, or revisions to standard operating procedures.	☒
Any technical amendments to this Plan will be re-certified in accordance with Section I of this Plan template. [§112.6(a)(2)] [See Technical Amendment Log in Attachment 1.2]	☒

[illegible]

^b Although the criteria to determine eligibility for qualified facilities focuses on the aboveground oil storage containers at the facility, the completely buried tanks at a qualified facility are still subject to the rule requirements and must be addressed in the template; however, they are not counted toward the qualified facility applicability threshold.

2. Secondary Containment and Oil Spill Control (§§112.6(a)(3)(i) and (ii), 112.7(c) and 112.9(c)(2)):

Table G-3 Secondary Containment and Oil Spill Control	
Appropriate secondary containment and/or diversionary structures or equipment ^a is provided for all oil handling containers, equipment, and transfer areas to prevent a discharge to navigable waters or adjoining shorelines. The entire secondary containment system, including walls and floor, is capable of containing oil and is constructed so that any discharge from a primary containment system, such as a tank or pipe, will not escape the containment system before cleanup occurs.	☒

Tier I Qualified Facility SPCC Plan

Table G-4 below identifies the tanks and containers at the facility with the potential for an oil discharge; the mode of failure; the flow direction and potential quantity of the discharge; and the secondary containment method and containment capacity that is provided.

Table G-4 Containers with Potential for an Oil Discharge					
Area	Type of failure (discharge scenario)	Potential discharge volume (gallons)	Direction of flow for uncontained discharge	Secondary containment method ^a	Secondary containment capacity (gallons)
Bulk Storage Containers and Mobile/Portable Containers ^b					
Reloading Pad	Equipment Failure	4000	SE	Mobile Reueler Exempt	N/A
Oil-filled Operational Equipment (e.g., hydraulic equipment, transformers) ^c					
Piping, Valves, etc.					
Product Transfer Areas (location where oil is loaded to or from a container, pipe or other piece of equipment.)					
Other Oil-Handling Areas or Oil-Filled Equipment (e.g. flow-through process vessels at an oil production facility)					

^a Use one of the following methods of secondary containment or its equivalent: (1) Dikes, berms, or retaining walls sufficiently impervious to contain oil; (2) Curbing; (3) Culverting, gutters, or other drainage systems; (4) Weirs, booms, or other barriers; (5) Spill diversion ponds; (6) Retention ponds; or (7) Sorbent materials.

^b For storage tanks and bulk storage containers, the secondary containment capacity must be at least the capacity of the largest container plus additional capacity to contain rainfall or other precipitation.

^c For oil-filled operational equipment: Document in the table above if alternative measures to secondary containment (as described in §112.7(k)) are implemented at the facility.

3. Inspections, Testing, Recordkeeping and Personnel Training (§§112.7(e) and (f), 112.8(c)(6) and (d)(4), 112.9(c)(3), 112.12(c)(6) and (d)(4)):

Table G-5 Inspections, Testing, Recordkeeping and Personnel Training	
An inspection and/or testing program is implemented for all aboveground bulk storage containers and piping at this facility. [§§112.8(c)(6) and (d)(4), 112.9(c)(3), 112.12(c)(6) and (d)(4)]	☒
The following is a description of the inspection and/or testing program (e.g. reference to industry standard utilized, scope, frequency, method of inspection or test, and person conducting the inspection) for all aboveground bulk storage containers and piping at this facility:	
Inspections, tests, and records are conducted in accordance with written procedures developed for the facility. Records of inspections and tests kept under usual and customary business practices will suffice for purposes of this paragraph. [§112.7(e)]	☒
A record of the inspections and tests are kept at the facility or with the SPCC Plan for a period of three years. [§112.7(e)] [See Inspection Log and Schedule in Attachment 3.1]	☒
Inspections and tests are signed by the appropriate supervisor or inspector. [§112.7(e)]	☒
Personnel, training, and discharge prevention procedures [§112.7(f)]	
Oil-handling personnel are trained in the operation and maintenance of equipment to prevent discharges; discharge procedure protocols; applicable pollution control laws, rules, and regulations; general facility operations; and, the contents of the facility SPCC Plan. [§112.7(f)]	☒
A person who reports to facility management is designated and accountable for discharge prevention. [§112.7(f)] Name/Title: <u>James Bain, President</u>	☒
Discharge prevention briefings are conducted for oil-handling personnel annually to assure adequate understanding of the SPCC Plan for that facility. Such briefings highlight and describe past reportable discharges or failures, malfunctioning components, and any recently developed precautionary measures. [§112.7(f)] [See Oil-handling Personnel Training and Briefing Log in Attachment 3.4]	☒

4. Security (excluding oil production facilities) §112.7(g):**Table G-6 Implementation and Description of Security Measures**

Security measures are implemented at this facility to prevent unauthorized access to oil handling, processing, and storage area.



The following is a description of how you secure and control access to the oil handling, processing and storage areas; secure master flow and drain valves; prevent unauthorized access to starter controls on oil pumps; secure out-of-service and loading/unloading connections of oil pipelines; address the appropriateness of security lighting to both prevent acts of vandalism and assist in the discovery of oil discharges:

Remove keys from on airport refueler truck.

5. Emergency Procedures and Notifications (§112.7(a)(3)(iv) and 112.7(a)(5)):**Table G-7 Description of Emergency Procedures and Notifications**

The following is a description of the immediate actions to be taken by facility personnel in the event of a discharge to navigable waters or adjoining shorelines [§112.7(a)(3)(iv) and 112.7(a)(5)]:

Close storm water drain system valve at SW corner of BLM compound fence.

6. Contact List (§112.7(a)(3)(vi)):

Table G-8 Contact List	
Contact Organization / Person	Telephone Number
National Response Center (NRC)	1-800-424-8802
Cleanup Contractor(s) H2O Eviromental, Inc. Boise, ID	208-343-7867
Key Facility Personnel	
Designated Person Accountable for Discharge Prevention: James Bain	Office: 208-550-2163
	Emergency: 208-550-2163
	Office:
	Emergency:
	Office:
	Emergency:
	Office:
	Emergency:
State Oil Pollution Control Agencies Oregon DEQ	800-452-0311
Other State, Federal, and Local Agencies	
Local Fire Department Ontario FD	541-881-3230
Local Police Department Ontario PD	541-889-5312
Hospital Saint Alphonsos Ontario	541-881-7000
Other Contact References (e.g., downstream water intakes or neighboring facilities)	

7. NRC Notification Procedure (§112.7(a)(4) and (a)(5)):

Table G-9 NRC Notification Procedure	
In the event of a discharge of oil to navigable waters or adjoining shorelines, the following information identified in Attachment 4 will be provided to the National Response Center immediately following identification of a discharge to navigable waters or adjoining shorelines [See Discharge Notification Form in Attachment 4]: [§112.7(a)(4)]	☒
• The exact address or location and phone number of the facility; • Date and time of the discharge; • Type of material discharged; • Estimate of the total quantity discharged; • Estimate of the quantity discharged to navigable waters; • Source of the discharge;	• Description of all affected media; • Cause of the discharge; • Any damages or injuries caused by the discharge; • Actions being used to stop, remove, and mitigate the effects of the discharge; • Whether an evacuation may be needed; and • Names of individuals and/or organizations who have also been contacted.

8. SPCC Spill Reporting Requirements (Report within 60 days) (§112.4):

Submit information to the EPA Regional Administrator (RA) and the appropriate agency or agencies in charge of oil pollution control activities in the State in which the facility is located within 60 days from one of the following discharge events:

- A single discharge of more than 1,000 U.S. gallons of oil to navigable waters or adjoining shorelines or
- Two discharges to navigable waters or adjoining shorelines each more than 42 U.S. gallons of oil occurring within any twelve month period

You must submit the following information to the RA:

- (1) Name of the facility;
- (2) Your name;
- (3) Location of the facility;
- (4) Maximum storage or handling capacity of the facility and normal daily throughput;
- (5) Corrective action and countermeasures you have taken, including a description of equipment repairs and replacements;
- (6) An adequate description of the facility, including maps, flow diagrams, and topographical maps, as necessary;
- (7) The cause of the reportable discharge, including a failure analysis of the system or subsystem in which the failure occurred; and
- (8) Additional preventive measures you have taken or contemplated to minimize the possibility of recurrence
- (9) Such other information as the Regional Administrator may reasonably require pertinent to the Plan or discharge

* * * * *

**NOTE: Complete one of the following sections (A, B or C)
as appropriate for the facility type.**

A. Onshore Facilities (excluding production) (§§112.8(b) through (d), 112.12(b) through (d)):

The owner or operator must meet the general rule requirements as well as requirements under this section. Note that not all provisions may be applicable to all owners/operators. For example, a facility may not maintain completely buried metallic storage tanks installed after January 10, 1974, and thus would not have to abide by requirements in §§112.8(c)(4) and 112.12(c)(4), listed below. **In cases where a provision is not applicable, write "N/A".**

Table G-10 General Rule Requirements for Onshore Facilities		N/A
Drainage from diked storage areas is restrained by valves to prevent a discharge into the drainage system or facility effluent treatment system, except where facility systems are designed to control such discharge. Diked areas may be emptied by pumps or ejectors that must be manually activated after inspecting the condition of the accumulation to ensure no oil will be discharged. [§§112.8(b)(1) and 112.12(b)(1)]	☒	☐
Valves of manual, open-and-closed design are used for the drainage of diked areas. [§§112.8(b)(2) and 112.12(b)(2)]	☒	☐
The containers at the facility are compatible with materials stored and conditions of storage such as pressure and temperature. [§§112.8(c)(1) and 112.12(c)(1)]	☒	☐
Secondary containment for the bulk storage containers (including mobile/portable oil storage containers) holds the capacity of the largest container plus additional capacity to contain precipitation. Mobile or portable oil storage containers are positioned to prevent a discharge as described in §112.1(b). [§112.6(a)(3)(ii)]	☒	☐
If uncontaminated rainwater from diked areas drains into a storm drain or open watercourse the following procedures will be implemented at the facility: [§§112.8(c)(3) and 112.12(c)(3)]		
• Bypass valve is normally sealed closed	☒	☐
• Retained rainwater is inspected to ensure that its presence will not cause a discharge to navigable waters or adjoining shorelines	☒	☐
• Bypass valve is opened and resealed under responsible supervision	☒	☐
• Adequate records of drainage are kept [See Dike Drainage Log in Attachment 3.3]	☒	☐
For completely buried metallic tanks installed on or after January 10, 1974 at this facility [§§112.8(c)(4) and 112.12(c)(4)]:		
• Tanks have corrosion protection with coatings or cathodic protection compatible with local soil conditions.	☐	☒
• Regular leak testing is conducted.	☐	☒
For partially buried or bunkered metallic tanks [§112.8(c)(5) and §112.12(c)(5)]:		
• Tanks have corrosion protection with coatings or cathodic protection compatible with local soil conditions.	☐	☒
Each aboveground bulk container is tested or inspected for integrity on a regular schedule and whenever material repairs are made. Scope and frequency of the inspections and inspector qualifications are in accordance with industry standards. Container supports and foundations are regularly inspected. [See Inspection Log and Schedule and Bulk Storage Container Inspection Schedule in Attachments 3.1 and 3.2] [§112.8(c)(6) and §112.12(c)(6)(i)]	☒	☐
Outsides of bulk storage containers are frequently inspected for signs of deterioration, discharges, or accumulation of oil inside diked areas. [See Inspection Log and Schedule in Attachment 3.1] [§§112.8(c)(6) and 112.12(c)(6)]	☒	☐
For bulk storage containers that are subject to 21 CFR part 110 which are shop-fabricated, constructed of austenitic stainless steel, elevated and have no external insulation, formal visual inspection is conducted on a regular schedule. Appropriate qualifications for personnel performing tests and inspections are documented. [See Inspection Log and Schedule and Bulk Storage Container Inspection Schedule in Attachments 3.1 and 3.2] [§112.12(c)(6)(ii)]	☐	☒

Table G-10 General Rule Requirements for Onshore Facilities		N/A
Each container is provided with a system or documented procedure to prevent overfills for the container. Describe:	☐	☒
Liquid level sensing devices are regularly tested to ensure proper operation [See Inspection Log and Schedule in Attachment 3.1]. <i>[§112.6(a)(3)(iii)]</i>	☐	☒
Visible discharges which result in a loss of oil from the container, including but not limited to seams, gaskets, piping, pumps, valves, rivets, and bolts are promptly corrected and oil in diked areas is promptly removed. <i>[§§112.8(c)(10) and 112.12(c)(10)]</i>	☒	☐
Aboveground valves, piping, and appurtenances such as flange joints, expansion joints, valve glands and bodies, catch pans, pipeline supports, locking of valves, and metal surfaces are inspected regularly. [See Inspection Log and Schedule in Attachment 3.1] <i>[§§112.8(d)(4) and 112.12(d)(4)]</i>	☒	☐
Integrity and leak testing are conducted on buried piping at the time of installation, modification, construction, relocation, or replacement. [See Inspection Log and Schedule in Attachment 3.1] <i>[§§112.8(d)(4) and 112.12(d)(4)]</i>	☐	☒

B. Onshore Oil Production Facilities (excluding drilling and workover facilities) (§112.9(b), (c), and (d)):

The owner or operator must meet the general rule requirements as well as the requirements under this section. Note that not all provisions may be applicable to all owners/operators. In cases where a provision is not applicable, write "N/A".

Table G-11 General Rule Requirements for Onshore Oil Production Facilities		N/A
At tank batteries, separation and treating areas, drainage is closed and sealed except when draining uncontaminated rainwater. Accumulated oil on the rainwater is returned to storage or disposed of in accordance with legally approved methods. [§112.9(b)(1)]	☐	☐
Prior to drainage, diked areas are inspected and [§112.9(b)(1)]:		
• Retained rainwater is inspected to ensure that its presence will not cause a discharge to navigable waters	☐	☐
• Bypass valve is opened and resealed under responsible supervision	☐	☐
• Adequate records of drainage are kept [See Dike Drainage Log in Attachment 3.3]	☐	☐
Field drainage systems and oil traps, sumps, or skimmers are inspected at regularly scheduled intervals for oil, and accumulations of oil are promptly removed [See Inspection Log and Schedule in Attachment 3.1] [§112.9(b)(2)]	☐	☐
The containers used at this facility are compatible with materials stored and conditions of storage. [§112.9(c)(1)]	☐	☐
All tank battery, separation, and treating facility installations (except for flow-through process vessels) are constructed with a capacity to hold the largest single container plus additional capacity to contain rainfall. Drainage from undiked areas is safely confined in a catchment basin or holding pond. [§112.9(c)(2)]	☐	☐
Except for flow-through process vessels, containers that are on or above the surface of the ground, including foundations and supports, are visually inspected for deterioration and maintenance needs on a regular schedule. [See Inspection Log and Schedule in Attachment 3.1] [§112.9(c)(3)]	☐	☐
New and old tank batteries at this facility are engineered/updated in accordance with good engineering practices to prevent discharges including at least one of the following:	☐	☐
i. adequate container capacity to prevent overflow if regular pumping/gauging is delayed;		
ii. overflow equalizing lines between containers so that a full container can overflow to an adjacent container;		
iii. vacuum protection to prevent container collapse; or		
iv. high level sensors to generate and transmit an alarm to the computer where the facility is subject to a computer production control system. [§112.9(c)(4)]		
Flow-through process vessels and associated components are:		
• Are constructed with a capacity to hold the largest single container plus additional capacity to contain rainfall. Drainage from undiked areas is safely confined in a catchment basin or holding pond; [§112.9(c)(2)] and	☐	☐
• That are on or above the surface of the ground, including foundations and supports, are visually inspected for deterioration and maintenance needs on a regular schedule. [See Inspection Log and Schedule in Attachment 3.1] [§112.9(c)(3)]	☐	☐
Or		
• Visually inspected and/or tested periodically and on a regular schedule for leaks, corrosion, or other conditions that could lead to a discharge to navigable waters; and	☐	☐
• Corrective action or repairs are applied to flow-through process vessels and any associated components as indicated by regularly scheduled visual inspections, tests, or evidence of an oil discharge; and	☐	☐
• Any accumulations of oil discharges associated with flow-through process vessels are promptly removed; and	☐	☐
• Flow-through process vessels are provided with a secondary means of containment for the entire capacity of the largest single container and sufficient freeboard to contain precipitation within six months of a discharge from flow-through process vessels of more than 1,000 U.S. gallons of oil in a single discharge as described in §112.1(b), or a discharge more than 42 U.S. gallons of oil in each of two discharges as described in §112.1(b) within any twelve month period. [§112.9(c)(5)] (Leave blank until such time that this provision is applicable.)	☐	☐

Table G-11 General Rule Requirements for Onshore Oil Production Facilities		N/A
All aboveground valves and piping associated with transfer operations are inspected periodically and upon a regular schedule. The general condition of flange joints, valve glands and bodies, drip pans, pipe supports, pumping well polish rod stuffing boxes, bleeder and gauge valves, and other such items are included in the inspection. [See Inspection Log and Schedule in Attachment 3.1] [§112.9(d)(1)]	☐	☐
An oil spill contingency plan and written commitment of resources are provided for flowlines and intra-facility gathering lines [See Oil Spill Contingency Plan and Checklist in Attachment 2 and Inspection Log and Schedule in Attachment 3.1] [§112.9(d)(3)]	☐	☐
or Appropriate secondary containment and/or diversionary structures or equipment is provided for flowlines and intra-facility gathering lines to prevent a discharge to navigable waters or adjoining shorelines. The entire secondary containment system, including walls and floor, is capable of containing oil and is constructed so that any discharge from the pipe, will not escape the containment system before cleanup occurs.	☐	☐
A flowline/intra-facility gathering line maintenance program to prevent discharges from each flowline has been established at this facility. The maintenance program addresses each of the following:	☐	☐
Flowlines and intra-facility gathering lines and associated valves and equipment are compatible with the type of production fluids, their potential corrosivity, volume, and pressure, and other conditions expected in the operational environment;	☐	☐
Flowlines, intra-facility gathering lines and associated appurtenances are visually inspected and/or tested on a periodic and regular schedule for leaks, oil discharges, corrosion, or other conditions that could lead to a discharge as described in §112.1(b). The frequency and type of testing allows for the implementation of a contingency plan as described under part 109 of this chapter.	☐	☐
Corrective action and repairs to any flowlines and intra-facility gathering lines and associated appurtenances as indicated by regularly scheduled visual inspections, tests, or evidence of a discharge.	☐	☐
Accumulations of oil discharges associated with flowlines, intra-facility gathering lines, and associated appurtenances are promptly removed. [§112.9(d)(4)]	☐	☐
The following is a description of the flowline/intra-facility gathering line maintenance program implemented at this facility:		

C. Onshore Oil Drilling and Workover Facilities (§112.10(b), (c) and (d)):

The owner or operator must meet the general rule requirements as well as the requirements under this section.

Table G-12 General Rule Requirements for Onshore Oil Drilling and Workover Facilities	
Mobile drilling or worker equipment is positioned or located to prevent discharge as described in §112.1(b). [§112.10(b)]	☐
Catchment basins or diversion structures are provided to intercept and contain discharges of fuel, crude oil, or oily drilling fluids. [§112.10(c)]	☐
A blowout prevention (BOP) assembly and well control system was installed before drilling below any casing string or during workover operations. [§112.10(d)]	☐
The BOP assembly and well control system is capable of controlling any well-head pressure that may be encountered while the BOP assembly and well control system are on the well. [§112.10(d)]	☐

I have completed a review and evaluation of the SPCC Plan for this facility, and will/will not amend this Plan as a result.

[illegible]

[illegible]Facility Name: Bain Aviation, Inc. Ontario, OR Airport

ATTACHMENT 2 – Oil Spill Contingency Plan and Checklist

An oil spill contingency plan and written commitment of resources is required for:

- Flowlines and intra-facility gathering lines at oil production facilities and
- Qualified oil-filled operational equipment which has no secondary containment.

An oil spill contingency plan meeting the provisions of 40 CFR part 109, as described below, and a written commitment of manpower, equipment and materials required to expeditiously control and remove any quantity of oil discharged that may be harmful is attached to this Plan.

☒

Complete the checklist below to verify that the necessary operations outlined in 40 CFR part 109 - Criteria for State, Local and Regional Oil Removal Contingency Plans - have been included.

Table G-15 Checklist of Development and Implementation Criteria for State, Local and Regional Oil Removal Contingency Plans (§109.5)^a

(a) Definition of the authorities, responsibilities and duties of all persons, organizations or agencies which are to be involved in planning or directing oil removal operations.	☒
(b) Establishment of notification procedures for the purpose of early detection and timely notification of an oil discharge including:	
(1) The identification of critical water use areas to facilitate the reporting of and response to oil discharges.	☒
(2) A current list of names, telephone numbers and addresses of the responsible persons (with alternates) and organizations to be notified when an oil discharge is discovered.	☒
(3) Provisions for access to a reliable communications system for timely notification of an oil discharge, and the capability of interconnection with the communications systems established under related oil removal contingency plans, particularly State and National plans (e.g., NCP).	☒
(4) An established, prearranged procedure for requesting assistance during a major disaster or when the situation exceeds the response capability of the State, local or regional authority.	☒
(c) Provisions to assure that full resource capability is known and can be committed during an oil discharge situation including:	
(1) The identification and inventory of applicable equipment, materials and supplies which are available locally and regionally.	☒
(2) An estimate of the equipment, materials and supplies which would be required to remove the maximum oil discharge to be anticipated.	☒
(3) Development of agreements and arrangements in advance of an oil discharge for the acquisition of equipment, materials and supplies to be used in responding to such a discharge.	☒
(d) Provisions for well defined and specific actions to be taken after discovery and notification of an oil discharge including:	
(1) Specification of an oil discharge response operating team consisting of trained, prepared and available operating personnel.	☒
(2) Predesignation of a properly qualified oil discharge response coordinator who is charged with the responsibility and delegated commensurate authority for directing and coordinating response operations and who knows how to request assistance from Federal authorities operating under existing national and regional contingency plans.	☒
(3) A preplanned location for an oil discharge response operations center and a reliable communications system for directing the coordinated overall response operations.	☒
(4) Provisions for varying degrees of response effort depending on the severity of the oil discharge.	☒
(5) Specification of the order of priority in which the various water uses are to be protected where more than one water use may be adversely affected as a result of an oil discharge and where response operations may not be adequate to protect all uses.	☒
(6) Specific and well defined procedures to facilitate recovery of damages and enforcement measures as provided for by State and local statutes and ordinances.	☒

^a The contingency plan must be consistent with all applicable state and local plans, Area Contingency Plans, and the National Contingency Plan (NCP)

ATTACHMENT 3 – Inspections, Dike Drainage and Personnel Training Logs

ATTACHMENT 3.1 – Inspection Log and Schedule

Table G-16 Inspection Log and Schedule

This log is intended to document compliance with §§112.6(a)(3)(iii), 112.8(c)(6), 112.8(d)(4), 112.9(b)(2), 112.9(c)(3), 112.9(d)(1), 112.9(d)(4), 112.12(c)(6), and 112.12(d)(4), as applicable.

Date of Inspection	Container / Piping / Equipment	Describe Scope (or cite Industry Standard)	Observations	Name/ Signature of Inspector	Records maintained separately ^a
					☐
					☐
					☐
					☐
					☐

^a Indicate in the table above if records of facility inspections are maintained separately at this facility.

Facility Name: Bain Aviation, Inc. Ontario, OR Airport

ATTACHMENT 3.2 – Bulk Storage Container Inspection Schedule – onshore facilities (excluding production):

To comply with integrity inspection requirement for bulk storage containers, inspect/test each shop-built aboveground bulk storage container on a regular schedule in accordance with a recognized container inspection standard based on the minimum requirements in the following table.

Table G-17 Bulk Storage Container Inspection Schedule	
Container Size and Design Specification	Inspection requirement
Portable containers (including drums, totes, and intermodal bulk containers (IBC))	Visually inspect monthly for signs of deterioration, discharges or accumulation of oil inside diked areas
55 to 1,100 gallons with sized secondary containment	Visually inspect monthly for signs of deterioration, discharges or accumulation of oil inside diked areas plus any annual inspection elements per industry inspection standards
1,101 to 5,000 gallons with sized secondary containment and a means of leak detection ^a	
1,101 to 5,000 gallons with sized secondary containment and no method of leak detection ^a	Visually inspect monthly for signs of deterioration, discharges or accumulation of oil inside diked areas, plus any annual inspection elements and other specific integrity tests that may be required per industry inspection standards

^a Examples of leak detection include, but are not limited to, double-walled tanks and elevated containers where a leak can be visually identified.

ATTACHMENT 3.3 – Dike Drainage Log**Table G-18 Dike Drainage Log**

Date	Bypass valve sealed closed	Rainwater inspected to be sure no oil (or sheen) is visible	Open bypass valve and reseal it following drainage	Drainage activity supervised	Observations	Signature of Inspector
	☐	☐	☐	☐		
	☐	☐	☐	☐		
	☐	☐	☐	☐		
	☐	☐	☐	☐		
	☐	☐	☐	☐		
	☐	☐	☐	☐		
	☐	☐	☐	☐		
	☐	☐	☐	☐		

ATTACHMENT 3.4 – Oil-handling Personnel Training and Briefing Log
Table G-19 Oil-Handling Personnel Training and Briefing Log

Date	Description / Scope	Attendees

ATTACHMENT 4 – Discharge Notification Form

In the event of a discharge of oil to navigable waters or adjoining shorelines, the following information will be provided to the National Response Center [also see the notification information provided in Section 7 of the Plan]:

Table G-20 Information provided to the National Response Center in the Event of a Discharge			
Discharge/Discovery Date		Time	
Facility Name			
Facility Location (Address/Lat-Long/Section Township Range)			
Name of reporting individual		Telephone #	
Type of material discharged		Estimated total quantity discharged	Gallons/Barrels
Source of the discharge		Media affected	☐ Soil
			☐ Water (specify)
			☐ Other (specify)
Actions taken			
Damage or injuries	☐ No ☐ Yes (specify)	Evacuation needed?	☐ No ☐ Yes (specify)
Organizations and individuals contacted	☐ National Response Center 800-424-8802 Time		
	☐ Cleanup contractor (Specify) Time		
	☐ Facility personnel (Specify) Time		
	☐ State Agency (Specify) Time		
	☐ Other (Specify) Time		



U.S. ENVIRONMENTAL PROTECTION AGENCY TIER I QUALIFIED FACILITY SPCC PLAN TEMPLATE

Instructions to Complete this Template

This template is intended to help the owner or operator of a Tier I qualified facility develop a self-certified Spill Prevention, Control, and Countermeasure (SPCC) Plan. To use this template, your facility must meet all of the applicability criteria of a Tier I qualified facility listed under §112.3(g)(1) of the SPCC rule. This template provides every SPCC rule requirement necessary for a Tier I qualified facility, which you must address and implement.

You may use this template to comply with the SPCC regulation or use it as a model and modify it as necessary to meet your facility-specific needs. If you modify the template, your Plan must include a section cross-referencing the location of each applicable requirement of the SPCC rule and you must ensure that your Plan is an equivalent Plan that meets all applicable rule requirements of 40 CFR 112.6(a)(3).

You may complete this template either electronically or by hand on a printed copy. This document is a reformatted version of the template found in Appendix G of 40 CFR part 112.^a No substantive changes have been made. Please note that a "Not Applicable" ("N/A") column has been added to both Table G-10 (General Rule Requirements for Onshore Facilities) and Table G-11 (General Rule Requirements for Onshore Oil Production Facilities). The "N/A" column should help you complete your self-certification when a required rule element does not apply to your facility. Use of the "N/A" column is optional and is not required by rule.

All Tier I qualified facility self-certifiers must complete Sections I, II, and III. Additionally, the owner or operator of an:

- Onshore facility (excluding production) must complete Section A.
- Onshore oil production facility (excluding drilling and workover facilities) must complete Section B.
- Onshore oil drilling and workover facility must complete Section C.

Complete and include with your Plan the appropriate attachments. You should consider printing copies of the attachments for use in implementing the SPCC Plan (e.g. Attachment 3.1 - Inspection Log & Schedule; Attachment 4 - Discharge Notification Form).

To complete the template, check the box next to the requirement to indicate that it has been adequately addressed. Either write "N/A" in the column or check the box under the "N/A" column to indicate those requirements that are not applicable to the facility. Where a section requires a description or listing, write in the spaces provided (or attach additional descriptions if more space is needed).

Below is a key for the colors used in the section headers:

Sections I, II, and III: Required for all Tier I qualified facilities
Section A: Onshore facilities (excluding production)
Section B: Onshore oil production facilities (excluding drilling and workover facilities)
Section C: Onshore oil drilling and workover facilities
Attachments: 1 - Five Year Review and Technical Amendment Logs 2 - Oil Spill Contingency Plan and Checklist 3 - Inspections, Dike Drainage and Personnel Training Logs 4 - Discharge Notification Form

After you have completed all appropriate sections, certify and date your Plan, and then implement it by the compliance date. If your facility was in operation before August 16, 2002, and you do not already have a Plan, then implement this template immediately. Conduct inspections and tests in accordance with the written procedures that you have developed for your facility. You must keep with the SPCC Plan a record of these inspections and tests, signed by the appropriate supervisor or inspector, for a period of three years.

Do not forget to periodically review your Plan (at least once every five years) or to update it when you make changes to your facility. You must prepare amendments within six months of the facility change, and implement them as soon as possible, but not later than six months following preparation of any amendment.

In the event that your facility releases oil to navigable waters or adjoining shorelines, immediately call the National Response Center (NRC) at 1-800-424-8802. The NRC is the federal government's centralized reporting center, which is staffed 24 hours per day by U.S. Coast Guard personnel.

^a Please note that the use of this template is not mandatory for a Tier I qualified facility. You may also meet the SPCC Plan requirement by preparing a satisfactory Tier II qualified facility Plan, preparing a satisfactory Plan that is certified by a Professional Engineer, or by developing an equivalent Plan for a Tier I qualified facility. Further information on the requirements of these methods can be found in 40 CFR part 112.6(a)(1). If you use any of these alternative methods you must include a cross reference in your Plan that shows how the equivalent Plan meets all applicable 40 CFR part 112 requirements.



Great American Insurance Company, Inc.
2 Tower Center Boulevard, Suite 1605
East Brunswick, NJ 08816
(732) 875-0601

Aircraft Certificate of Insurance

AV 11 00 (Ed. 04 14)

Certificate Holder: City of Ontario
444 SW 4th St
Ontario, OR 97914

Named Insured: Bain Aviation Inc.
606 Cove Rd
Weiser, ID 83672

Policy Period From: November 10, 2019 To: November 10, 2020

Policy Number: AH E261412-02

Issuing Company: Great American Insurance Company

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Aircraft:

Reg. No.	Year	Make	Model	Insured Value	Deductible In Motion	Deductible Not In Motion	Liability Limit	Passenger Liability Limit
N20576	2012	Air Tractor	AT602	\$800,000	\$40,000	\$5,000	\$1,000,000	

Reg. No.	Chemical Bodily Injury - Person	Chemical Bodily Injury - Occurrence	Chemical Property Damage	Aggregate
N20576	\$100,000	\$300,000	\$100,000	\$300,000

The Certificate Holder is included as an Additional Insured, but only as respects operations of the Named Insured.

The Company will provide the Certificate Holder with 30 days (10 days for non-payment of premium) advance notice of cancellation or material change.

Certificate Number:

2

Date:

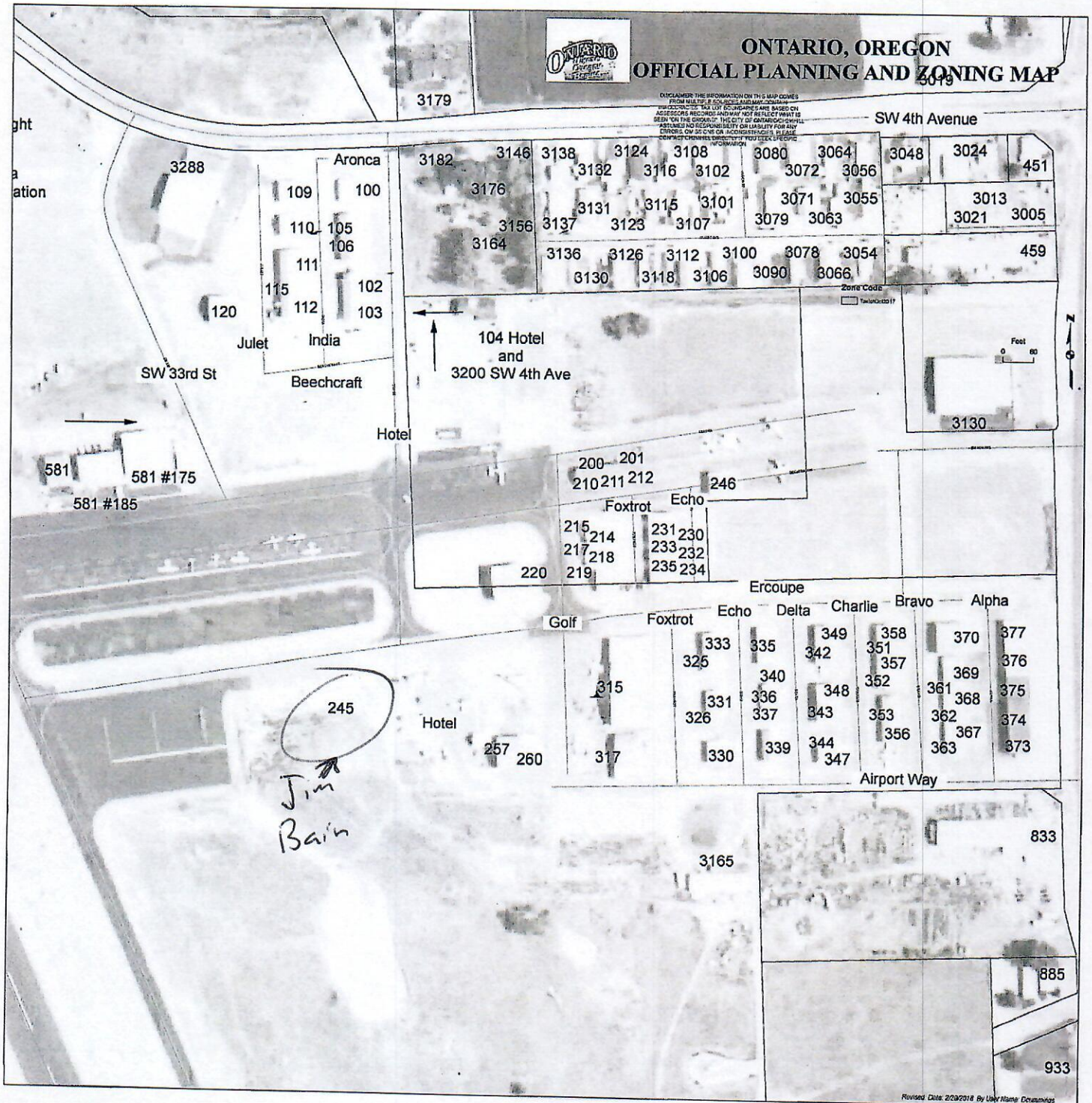
November 10, 2019

(Authorized Representative)

AV 11 00 (Ed. 04 14)

Exhibit "A"

Hanger Lease



City of Ontario
Municipal Airport,
Malheur County,
Oregon



**AGENDA REPORT
NEW BUSINESS
November 5, 2020**

To: Mayor and City Council

FROM: Daniel Beaubien, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **PROPOSED AMENDMENT TO OMC 3-9-9: AVIATION FUEL PROVISION**

DATE: October 28, 2020

PROPOSED MOTION:

NO MOTION AT THIS TIME.

SUMMARY:

Fuel brought to the Ontario Municipal Airport are (by City Code 3-9-9) only allowed by a FBO or with written permission from the city. The revision allows city approved agricultural spray operation businesses to bring their fuel onto the airport for business use as long as they meet federal, state and local guidelines.

BACKGROUND:

The Airport Committee has been instrumental in devising an ordinance that would be of a benefit to on-field ag operators to help keep their business at the Ontario Airport. The fuel issue has come up over the years to the Airport Committee because of the lack of oversight on who can bring fuel on to the airport and who cannot. The Airport Committee has carefully rewritten the ordinance and is suggesting it be adopted by the City Council.

CURRENT SITUATION:

The Airport Committee has rewritten City Code 3-9-9 with language that will still protect the city and provide assistance to spray businesses at the Ontario Municipal Airport. The attached rewrites of the ordinance show that the exclusion will only apply to agricultural spray operators based in Ontario.

ANALYSIS:

- A. **STRATEGIC PLAN** The Ontario Municipal Airport is a significant part of the Growth Strategy in the Ontario Strategic Plan.
- B. **FINANCIAL** Since flowage fees would still be collected, there should be no financial

impact.

- C. **TIMING** The Airport Committee has submitted the proposed legislative change to the Ontario Municipal Code. The amended language is presented for comment and will receive a first reading at the November 17, 2020 Council Meeting. This is the appropriate time to make these changes following the harvest and prior to the new planting year.
- D. **POLICY/LEGAL** The City Council is the only entity that can adopt ordinance changes.

ALTERNATIVES:

The city could choose not to make the change to the current ordinance. Confusion, contradiction, and non-compliance will continue to exist at the airport.

RECOMMENDATION:

Staff recommends moving this item forward to the first reading on November 17, 2020.

ATTACHMENTS:

1. ORD_CC_As Written 3-9-9_11 2020
2. ORD_CC_3-9-9 Strike out Copy_11 2020
3. ORD_CC_3-9-9 Clean Copy_11 2020



Ordinance as currently written:

3-9-9 - Aviation fuel provisions.

(A)

Fuel Service. Aviation fuel shall be sold on the Airport only by a fixed base operator. No other fuel deliveries will be allowed on the Airport, without prior City approval.

(B)

Fuel Flowage Fee. An operator licensed to sell or use fuel on the Airport shall return to the City a fuel flowage fee for each gallon of fuel delivered to said Airport. The fuel flowage fee will be set by the City.

(C)

Any person or entity delivering, storing or dispensing fuel on the Ontario Municipal Airport shall prepare a Storm Water Pollution Control Plan in accordance with the standards and provisions as set forth on Ontario Municipal Code Section 3-9S(B), subsections 9 and 10.

(Ord. 2360, 8-21-95)



Ordinance Strike-out Copy

3-9-9 Aviation Fuel Provisions

- A. On Airport Fuel Sales~~Service~~. Aviation fuel shall be sold on the airport only by a City approved fixed based operator as per Ontario City Code 3-9-15.
- B. Airport Fuel Deliveries are allowed on the Airport to fixed based operators and for (1) fuels not provided by the fixed based operator or (2) businesses with City approval to bring their own fuel on the airport.
1. The City will only allow exceptions for businesses based at the Ontario Airport for agricultural spray operations that meet all regulatory requirements established by Federal, State, and Municipal Code.
- ~~B.C.~~ Fuel Flowage Fee. An operator licensed to sell or use fuel ~~A business that has City approval~~ to sell or use fuel on the Airport shall ~~return to the~~ pay the City a flowage fee for each gallon of fuel delivered ~~to the said~~ Airport. Documentation for airport fuel deliveries shall be provided with fuel flowage fee payment. The ~~fuel~~ flowage fee rate shall be set by the City. Refunds or credits will be allowed by the City with written documentation for fuels not dispensed on the airport.
- ~~C.D.~~ Any person or entity authorized to deliver, store, or dispense fuel on the Ontario Municipal Airport in quantities regulated by federal, state, and municipal regulations shall prepare a Storm Water Pollution Control Plan in accordance with standards and provisions as set forth on Ontario Municipal Code Section 3-9S(B), subsections 9 and 10.

Formatted



Ordinance Final Copy

3-9-9 Aviation Fuel Provisions

- A. On Airport Fuel Sales. Aviation fuel shall be sold on the airport only by a City approved fixed based operator as per Ontario City Code 3-9-15.
- B. Airport Fuel Deliveries are allowed on the Airport to fixed based operators and for (1) fuels not provided by the fixed based operator or (2) businesses with City approval to bring their own fuel on the airport.
 - 1. The City will only allow exceptions for businesses based at the Ontario Airport for agricultural spray operations that meet all regulatory requirements established by Federal, State, and Municipal Code.
- C. Fuel Flowage Fee. A business that has City approval to sell or use fuel on the Airport shall pay the City a flowage fee for each gallon of fuel delivered to the Airport. Documentation for airport fuel deliveries shall be provided with fuel flowage fee payment. The flowage fee rate shall be set by the City. Refunds or credits will be allowed by the City with written documentation for fuels not dispensed on the airport.
- D. Any person or entity authorized to deliver, store, or dispense fuel on the Ontario Municipal Airport in quantities regulated by federal, state, and municipal regulations shall prepare a Storm Water Pollution Control Plan in accordance with standards and provisions as set forth on Ontario Municipal Code Section 3-9S(B), subsections 9 and 10.



**AGENDA REPORT
NEW BUSINESS
November 5, 2020**

To: Mayor and City Council

FROM: Daniel Beaubien, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **BID AWARD: IRRIGATION SYSTEM FOR GRASS RUNWAY AT AIRPORT (LAWN EXPRESS)**

DATE: October 28, 2020

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE BID FROM LAWN EXPRESS IN THE AMOUNT OF \$37,000.

SUMMARY:

Bids have been taken for the irrigation of the grass runway that has been established at the Ontario Municipal Airport. The City of Ontario has dedicated this grass strip in honor of Cash Troyer as a permanent part of the airport. This irrigation system is a maintenance free system.

BACKGROUND:

A grass roots effort with many volunteer hours was utilized to put in a grass runway for pilots to make Ontario a prime central location for back country pilots. As this progressed with donated grass seed and many volunteer hours with the use of old wheel lines, it became obvious that a better irrigation system would have to be put in at some point in time.

Cares Act funding was received to cover operations at the Ontario Municipal Airport, making general funding available of approximately \$30,000.

CURRENT SITUATION:

Three bids have been reviewed.

One was a verbal bid from Pat Patterson for \$50,000.

One from Lawn Keepers for \$59,000

One from Lawn Express for \$37,000.

The airport committee has selected Lawn Express as the lowest responsive and responsible bid

and is recommending approval by the City Council. The bid from Lawn Express includes the city assisting with parts of the trenching for the irrigation system to keep the cost down.

ANALYSIS:

- A. **STRATEGIC PLAN** Growth and improvements at the Ontario Municipal airport is part of the Ontario 2019-2023 strategic plan.
- B. **FINANCIAL** This system, while costing money upfront, will save on water and labor for years over the wheel line system that is currently in place. The additional cost may be partially or totally recouped by the sale of the wheel lines currently being used. The airport has two wheel lines that can be sold after the new irrigation system is installed.
- C. **TIMING** Timing is perfect as the season is moving to the dormant stage. Having the work complete prior to the spring is ideal.
- D. **POLICY/LEGAL** The Council is required to approve bids.

ALTERNATIVES:

The city could choose not to award the low bid.

RECOMMENDATION:

Staff recommends awarding the bid to Lawn Express for the installation of the sprinkler system needed for the future of the grass runway at the Ontario Municipal Airport and approving a resolution transferring budget from contingency to the Airport irrigation project.

ATTACHMENTS:

- 1. Sprinkler bid Lawn keepers 2020
- 2. Sprinkler bid 2020

Hi Dan,

Here is the breakdown of the estimate you requested at the Ontario Airport.

234 k square feet:
Sprinkler installation

6 men, 8 days labor -\$19,200.00
Parts-\$36,360.00
Excavator-\$2,640.00
Trencher-\$800.00

Total is \$59,000.00

Please let me know if you have any questions!
Thank you!
Heather ;)

--

HEATHER STRANG OFFICE MANAGER



☎ : 208.452.5296 | MYLAWNKEEPER.COM
841 HOWARD LANE | PO BOX 946 FRUITLAND, ID 83619

LAWN EXPRESS
Scott Windom - LCB #8956
6178 Adams Road
New Plymouth, ID 83655
(208)278-3192

CONTRACT TERMS

This is an agreement between the Ontario Airport and Lawn Express of New Plymouth, Idaho. Under the terms set forth below, Customer agrees to purchase the services of Lawn Express in preparing and installing an irrigation system, and Scott Windom of Lawn Express agrees to render such services.

The parties agree as follows:

IRRIGATION SYSTEM INSTALLATION

Lawn Express is installing an irrigation system for the Ontario Airport. Lawn Express shall furnish all the materials and perform all of the work required. If Customer decides to help in anyway, it will need to be done according to standards established by Lawn Express. If work done by Customer is not done properly and results in unforeseen issues, Customer agrees not to hold Lawn Express liable for such issues. Lawn Express will work to ensure that all work is done accordingly and to the satisfaction of both parties, but if issues arise from Customer's work then additional charges may be applied to correct any issue(s). Lawn Express also cannot accept responsibility for settling due to new construction, utility lines or any other excavations not performed by or supervised by Lawn Express.

Lawn Express will winterize the sprinkler system at no additional charge in the fall of 2020. Lawn Express will charge the average cost of the blowout in the years following, starting in the fall of 2021. Any repairs needed within the first six months will be at no additional charge for labor, only for any additional parts needed.

CHANGES

Lawn Express will make reasonable efforts to complete the Contract as designed. Circumstances may arise beyond the control of Lawn Express that may prevent construction of the Contract exactly as planned. Lawn Express will make reasonable efforts to minimize this impact on the design and construction. Customer acknowledges this possibility and accepts the action Lawn Express will take to minimize the potential change in design. If Customer wishes to change any part of the installation after this agreement is signed, but prior to commencement of installation, which results in additional material or labor costs for Lawn Express or results in delays in the completion of the Contract, said costs will be added to the remaining balance of the Contract and billed as part of the original Contract. Any changes in the design or Contract, whether the changes result in additional time, cost, or neither, must be made in writing and signed by both parties, using a Change Order Form. Each change made by Customer during installation will result in a \$100 charge, in addition to any additional charges for materials or labor that are incurred by Lawn Express as a result of the change. The \$100 charge will apply regardless of the impact of the change on labor or material costs.

PERMITS

Lawn Express is responsible for securing all necessary permits required for Installation of Irrigation System. Unless specified in writing, Lawn Express is not responsible for code violation made at Customer request.

UTILITIES

Lawn Express is responsible for contacting Dig Line which is the underground utility locating service for Oregon and Idaho. Lawn Express shall not be held liable for property damage to all secondary underground utilities not marked (i.e. but not limited to, gas lines, irrigation lines, cables, underground electric, etc.) or any hidden obstructions. The Customer is held responsible for marking all property boundaries. The Customer is responsible for any extra costs due to hidden obstructions.

PROJECT START AND COMPLETION

The work to be performed under this Contract shall be commenced on or before November 1, 2020 and shall be substantially completed on or before December 20, 2020. An estimate of the number of days to complete the contracted work and an expected start date are provided as a courtesy. There may be delays in the beginning date and completion date due to poor weather or other circumstances beyond the control of Lawn Express. Those delays will not alter or invalidate any part of this Contract, nor will they entitle Customer to additional rights under the Contract.

TERMINATION

This agreement may be canceled by Customer by mailing written notice to Lawn Express before midnight the third business day after Customer has signed this agreement. If after that time Customer wishes to terminate this Contract, Customer must give Lawn Express five (5) days advance written notice. Lawn Express will retain any monies paid by Customer up to the effective date of termination, and is entitled to any additional expenses for materials, labor, or other expenses incurred by Lawn Express. A final invoice will be sent to the Customer and the balance will be due upon receipt.

COST OF SERVICES

Lawn Express will make reasonable effort to accurately bid the materials and labor needed to complete the Contract. However, Customer acknowledges that there may be differences between the bid and the final price. Customer agrees to pay the full amount invoiced by Lawn Express.

The Cost of Services for the Installation of Irrigation System is \$37,000 dollars, subject to changes according to the actual cost of materials or additional labor not foreseen.

PAYMENTS

Customer will pay Lawn Express fifty percent (50%) of the Cost of Services for the Installation of the Irrigation System, which equals \$18,500, on the date this Contract is signed. Lawn Express will invoice

the Customer for the remaining Cost of Services for the Installation of the Irrigation System when work is substantially completed. The invoice shall be paid by Customer within 30 days of the invoice date. If the total balance is not received by the end of the 30-day period, interest will be paid on that balance by Customer at a rate of 1.5% per month. Failure by Customer to pay the remaining balance within 45 days will constitute breach of this agreement. Upon breach of this agreement, Customer agrees to pay all costs of collecting any remaining balances, including attorney's fees. No warranties will be issued until full payment is received.

NOTICE OF LIEN RIGHTS

As required by the Idaho Construction Lien Law, Contractor hereby notifies Owner that persons or companies furnishing labor or materials for the installation on Owner's land may have lien rights on Owner's land and buildings if Lawn Express is not paid in full for services rendered. Those entitled to lien rights, in addition to the undersigned Contractor, are those who contract directly with the Owner or those who give the Owner notice within 60 days after they first furnish labor or materials for the installation. Accordingly, Owner probably will receive notices from those who furnish labor or materials for the installation, and should give a copy of each notice received to the mortgage lender, if any, to see that all potential lien claimants are duly paid.

The failure of Lawn Express to enforce any right accruing under this agreement shall not be construed as a waiver of a subsequent right of Lawn Express to enforce the same or any other right, term or condition.

This agreement shall be interpreted and enforced in accordance with the laws of the State of Idaho and of the State of Oregon.

Signed this _____ day of _____, 2020.

Print Owner's Full Legal Name

Print Contractor's Full Legal Name

Signature – Airport Manager

Signature - Contractor of Lawn Express



**AGENDA REPORT
NEW BUSINESS
November 5, 2020**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RIGHT OF WAY EASEMENT FROM THE CITY OF ONTARIO TO CASCADE
NATURAL GAS FOR A GAS LINE (PLANNING ACTION 2020-06-25EASE)**

DATE: October 30, 2020

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE 40 FEET WIDE RIGHT OF WAY EASEMENT FOR A GAS LINE OVER AND ACROSS THE PARCEL OF LAND WITHIN THE SE¼SW¼, SW¼SE¼ OF SECTION 29, T19S R47E AND THE NE¼NW¼, NW¼NE¼, SW¼NE¼, SE¼NW¼ OF SECTION 32, T17S R 47E AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT SHOWN AS ATTACHMENT 1 OF THIS REPORT.

SUMMARY:

Cascade Natural Case has an exiting gas line and over and across the lands described in this action and needs to upgrade this line. The existing easement is ambiguous in nature as it does not describe exactly what it is for and no width is defined in the easement.

Cascade Gas is requesting the easement be better defined and a width shown to define the easement.

BACKGROUND:

Cascade Natural Case has an exiting gas line over and across the lands described in this action and needs to upgrade the line. The existing easement is ambiguous in nature as it does not describe exactly what it is for and no width is defined in the easement.

Cascade Gas is requesting the easement be better defined and a width shown to define the easement. City staff reviewed the request and has no issues with providing the easement or the location of the line.

Cascade Gas has worked with the individual leasing the lands from the city and the work will be done during a time when it will not harm the farmer's crops.

CURRENT SITUATION:

Cascade Natural Gas Corporation agreed that creating an easement was warranted, and agreed to have the easement surveyed and the easement document prepared by their attorney, as well as pay for the recording of the document. Attachment #1 is the proposed easement being granted.

Kyle McCauley with Cascade Natural Gas will be giving the presentation on the easement request.

ANALYSIS:

- A. **STRATEGIC PLAN** This action is not part of the City Strategic plan other than maintaining a good working relationship with one of the city utility providers.
- B. **FINANCIAL** There is minimal financial cost to the city other than staff time required to create the staff report and the City Attorney in reviewing the easement document, as Cascade Gas has paid for all the surveying and preparation of the easement document, and will pay for recording the document.
- C. **TIMING** Timing is of the essences in getting this easement approved as the work needs to be done before next spring planting season to avoid conflict with the farmer leasing the property.
- D. **POLICY/LEGAL** The Easement Document has been reviewed by the City Attorney.

ALTERNATIVES:

The City Council could choose not to grant this easement and request Cascade Natural Gas find an alternate route.

RECOMMENDATION:

Staff recommends the City Council approve this easement to protect all parties involved now and in the future.

ATTACHMENTS:

- 1. 10-6-2020 Cascade Natural Gas Easement
- 2. 1 Over View Map
- 3. 2 GIS Map
- 4. 3 Street View Foothill Dr

WHEN RECORDED RETURN TO:
CASCADE NATURAL GAS CORPORATION
C/O KYLE MCCAULEY
218 SW 19TH AVE
ONTARIO, OR 97914
ATTENTION: Engineering / Right of Way

RIGHT OF WAY EASEMENT

CNG317

City: Ontario
County: Malheur
Project #: 279143

The undersigned **CITY OF ONTARIO** (hereinafter referred to as the "Grantor"), for and in consideration of mutual benefit of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, convey, and warrant to **CASCADE NATURAL GAS CORPORATION**, a Washington corporation (hereinafter referred to as the "Grantee"), a nonexclusive easement over the following described property of the Grantor:

PROPERTY DESCRIPTION:

SEE LEGAL DESCRIPTION HERETO ATTACHED AND LABELED EXHIBIT E, F, G, H, I, J, K, L AS REFERENCED BY BARGAIN AND SALE DEED ON INSTRUMENT NUMBER 2007-6599.

SEE LEGAL DESCRIPTION HERETO ATTACHED AND LABELED EXHIBIT M, N, O, P, Q AS REFERENCED BY WARRANTY DEED ON INSTRUMENT NUMBER 93-3177

EASEMENT DESCRIPTION:

A 40' (forty feet) permanent easement located across the SE4SW4, SW4SE4 of Section 29, T19S R47E and the NE4NW4, NW4NE4, SW4NE4, SE4NW4 of Section 32 T17S R 47E. Said Easement is more fully described on the attached Exhibit "A", Exhibit "B". A 100' (one hundred feet) temporary construction easement is also described on the attached Exhibit "C", Exhibit "D".

TAX PARCEL NUMBERS: 1100, 1600, 1800

The Grantee is granted the right to construct, install, operate, maintain, protect, improve, repair, and abandon in place a natural gas pipeline or pipelines, regulation devices, and metering equipment under, over, through, and across the above-described property. The Grantee is further granted an easement for the nonexclusive right of access to and from said property for the purpose of utilizing the rights herein granted.

The term "pipeline" includes gas lines, services, machinery, equipment, and facilities related to the operation or maintenance of said gas lines. The Grantor, on behalf of itself and its agents, invitees and licensees, agrees not to impair or interfere with the full use and enjoyment by the Grantee of the rights herein granted.

Without limiting the generality of the foregoing, the Grantor shall not erect any structure within the easement area, or conduct or permit any activities that may impair or interfere with the rights herein granted.

Grantor agrees to cooperate with Grantee to obtain all necessary permits, licenses and governmental action so that Grantee may enjoy the full use and benefit of this right-of-way easement.

The Grantee agrees to hold the Grantor harmless from any loss, cost, or damage resulting from the Grantee's negligence in connection with the operation or maintenance of any pipelines installed under or over the easement premises and the Grantor agrees to hold the Grantee harmless from any loss, cost, or damage caused by the Grantor, its agents, invitees, or licensees or from any breach of this easement.

This easement shall be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

Temporary construction Easement shall not exceed past the date of December 31st, 2021.

In witness whereof, the undersigned have executed this easement this _____ day of _____ 2020.

By: _____ Riley J. Hill _____

Its: _____ Mayor _____

State of Oregon)
) ss.
County of)

I certify that I know or have satisfactory evidence that _____ known to be the _____ of _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public
Print Name _____

My commission expires _____

In witness whereof, the undersigned have executed this easement this _____ day of _____ 2020.

By: _____Tori Barnett_____

Its: _____MMC, City Recorder_____

State of Oregon)
) ss.
County of)

I certify that I know or have satisfactory evidence that _____ known to be the _____ of _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public
Print Name _____

My commission expires_____

EXHIBIT A

LEGAL DESCRIPTION
FOR
40' WIDE PERMANENT UTILITY EASEMENT
EXHIBIT A

A parcel of land lying in the SE1/4 SW1/4 and the SW1/4 SE1/4 of Section 29 Township 17 South Range 47 East and the NE1/4 NW1/4, THE NW1/4 NE1/4 and the SE1/4 NW1/4 of Section 32, Township 17 South Range 47 East, Willamette Meridian, Malheur County, Oregon said parcel being more particularly described as follows:

Commencing at a brass cap marking the N1/4 corner of said Section 29, Thence S.00° 43'51"W 3937.37 feet to a Brass Cap monument marking that CS 1/16 corner of said Section 29, thence along the North line of the said SE1/4SW1/4 of said section, N.89° 50'54"W. a distance of 36.47 feet to the POINT OF BEGINNING;

Thence, S.01°01'12"E. a distance of 1368.28 feet to a point;

Thence, S.02°49'23"E. a distance of 1201.88 feet to a point;

Thence, S.18°38'51"E. a distance of 44.71 feet to a point;

Thence, S.32°11'53"W. a distance of 42.53 feet to a point;

Thence, N.75°49'04"W. a distance of 10.44 feet to a point;

Thence, S.31°55'15"W. a distance of 239.29 feet, more or less, to a point on the North Bank of the Malheur River;

Thence, N.39°09'30"W., along the North Bank of the Malheur River, a distance of 42.28 feet, more or less, to a point on the North bank of the Malheur River;

Thence, N.31°55'15"E a distance of 254.78 feet to a point;

Thence, S.75°49'04"E a distance of 5.48 feet to a point;

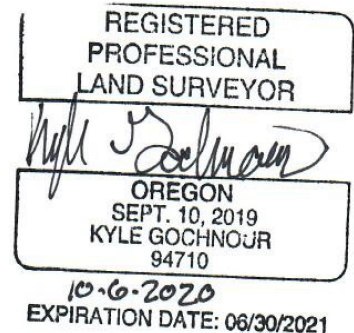
Thence, N.18°38'51"W a distance of 25.00 feet to a point;

Thence, N.02°49'23"W. a distance of 1208.07 feet to a point;

Thence N.01°01'12"W. a distance of 1369.73 feet to a point;

Thence, S.89°50'54"E. a distance of 40.01 feet to the POINT OF BEGINNING.

Said easement contains 2.65 acres more or less and is subject to all rights of way and easements of record or implied.



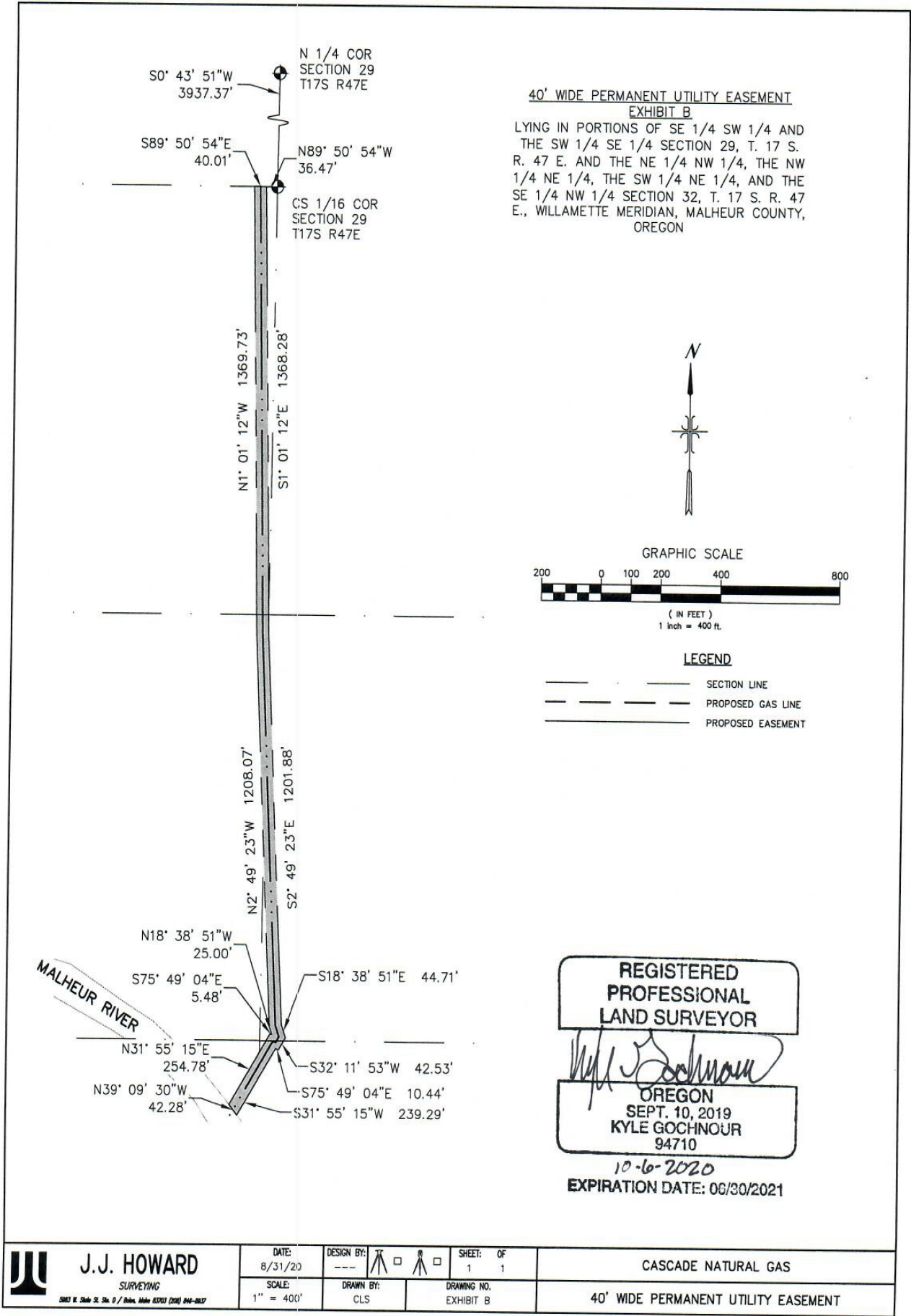


EXHIBIT C

LEGAL DESCRIPTION
FOR
100' WIDE CONSTRUCTION EASEMENT
EXHIBIT C

A parcel of land lying in the SE1/4 SW1/4 and the SW1/4 SE1/4 of Section 29 Township 17 South Range 47 East and the NE1/4 NW1/4, THE NW1/4 NE1/4 and the SE1/4 NW1/4 of Section 32, Township 17 South Range 47 East, Willamette Meridian, Malheur County, Oregon said parcel being more particularly described as follows:

Commencing at a brass cap marking the N1/4 corner of said Section 29, thence S.00° 43'51"W 3937.37 feet to a Brass Cap monument marking the CS 1/16 corner of said Section 29, thence along the North line of said SE 1/4 SW 1/4 of said section, N.89° 50'54"W. a distance of 6.46 feet to the POINT OF BEGINNING;

Thence, S.01°01'12"E. a distance of 1367.20 feet to a point;

Thence, S.02°49'23"E. a distance of 1197.24 feet to a point;

Thence, S.18°38'51"E. a distance of 54.80 feet to a point;

Thence, S.32°11'53"W. a distance of 78.58 feet to a point;

Thence, N.75°49'04"W. a distance of 10.52 feet to a point;

Thence, S.32°11'53"W. a distance of 230.00 feet, more or less, to a point lying on the North bank of the Malheur River;

Thence N.38°05'20"W., along the North bank of the Malheur River, a distance of 106.23 feet, more or less, to a point on the North Bank of the Malheur River;

Thence, N.32°11'53"E. a distance of 236.61 feet to a point;

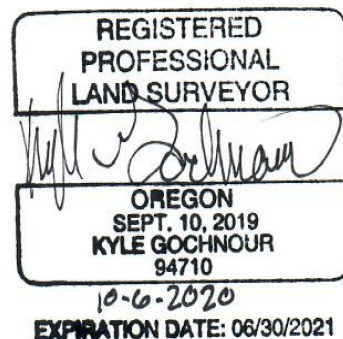
Thence, N.18°38'51"W. a distance of 8.27 feet to a point;

Thence, N.02°49'23"W. a distance of 1212.71 feet to a point;

Thence N.01°01'12"W. a distance of 1370.82 feet to a point;

Thence, S.89°50'54"E. a distance of 100.02 feet to the POINT OF BEGINNING.

Said easement contains 6.62 acres more or less and is subject to all rights of way or easements of record or implied.



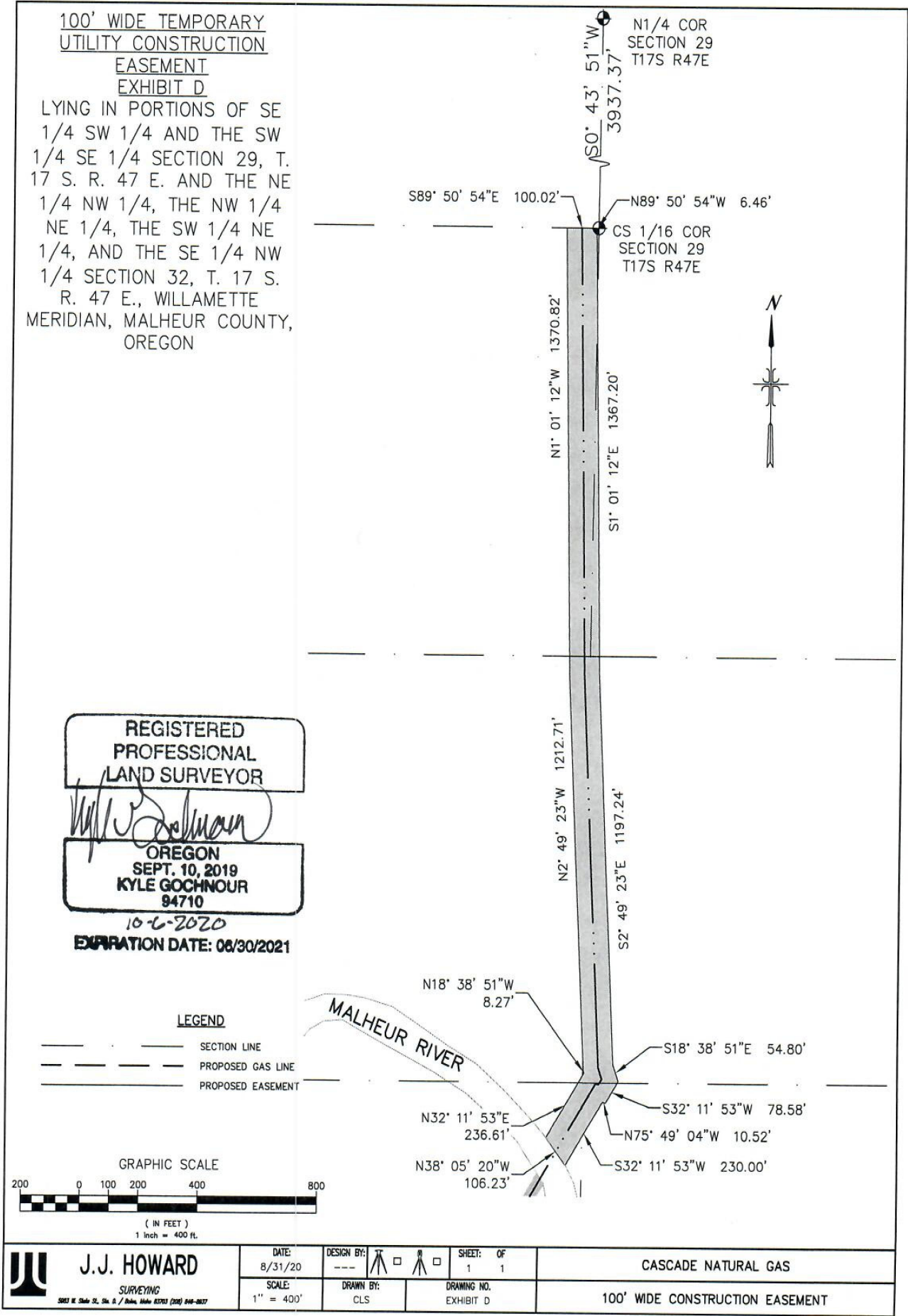


EXHIBIT E

INSTRUMENT NO. 2007-6599
Page 1 of 8 Pages

BARGAIN AND SALE DEED

RECORDING INFORMATION:

Until a change is requested, all
tax statements shall be sent to:
Ontario City Manager
444 SW 4th Street
Ontario, Oregon 97914

After recording return to:
Ontario City Manager
444 SW 4th Street
Ontario, Oregon 97914

Inst. No. 2007-6599
I certify that the within Instrument of
writing was received for record on
the 28 day of Aug., 2007
at 3:20 O'clock P.M. FEE 56.-
STATE OF OREGON, County of Malheur
DEBORAH R. DeLONG
County Clerk
By: Shawn Childs Deputy

MALHEUR COUNTY, a political subdivision of the State of Oregon,
Grantor, conveys to CITY OF ONTARIO, a political subdivision of
the State of Oregon, Grantee, the following described real
property in Malheur County, Oregon:

In T. 17 S., R. 47 E., W.M., Section 32:

Those parts of the E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying easterly and
northerly of the Malheur River; and

Those parts of the W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying westerly and
northerly of the Malheur River.

Tax lots	Reference Nos.	Map No.	17S47	Code 15
1400	17859			
1600	17858			
1800	17857			
1900	17860			

The true consideration for this conveyance is: \$0.00 and other
valuable consideration in the way of public work services or labor
valued at \$1900.

Conveyance of fee simple determinable. This conveyance is being
made pursuant to ORS 271.330 (1) and so long as the Property is
used by Grantee for a public purpose for not less than 20 years.
If at anytime prior to 20 years from the date this deed is signed
by Grantor, the Property is not used by Grantee for a public
purpose, the estate created in this deed shall terminate and the
Property shall automatically revert to the Grantor, its successors
or assigns. If the Property is used by Grantee for a public
purpose for at least 20 years from the date this deed is signed by
Grantor, this fee simple determinable shall automatically expire.

INSTRUMENT NO. 2007-6599
Page 2 of 8 Pages

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.532.

DATED this 22nd day of August 2007.

GRANTOR:

Dan P. Joyce
Dan P. Joyce
County Judge

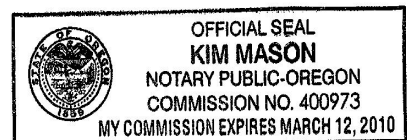
Jim Nakano
Jim Nakano
County Commissioner

Louis M. Wettstein
Louis M. Wettstein
County Commissioner

STATE OF OREGON)
) ss.
County of Malheur)

On this 22 day of August 2007, personally appeared Dan P. Joyce, Jim Nakano and Louis M. Wettstein who, being first duly sworn, each for himself and not for the other, did say that the former is the County Judge and the latter are the two County Commissioners of Malheur County, Oregon, a political subdivision of the State of Oregon; that the foregoing instrument was signed on behalf of Malheur County in its proprietary capacity; and that each of them acknowledged said instrument to be their voluntary act and deed.

Kim Mason
Notary Public For Oregon
My Commission Expires: 3/12/2010



Page 12 of 22

INSTRUMENT NO. 2007-6599
Page 3 of 8 Pages

Property. _____


 Mayor Joe Dominick _____ date 6-18-07

Sari Barnett 6-18-07
City Recorder

EXHIBIT H

INSTRUMENT NO. 2007-6599
Page 4 of 8 Pages

RESOLUTION 2007-122

**A RESOLUTION AUTHORIZING THE MAYOR TO BE SIGNATORY TO A
BARGAIN AND SALE DEED RELINQUISHING TITLE OF PROPERTY
NOT IN USE FOR COUNTY PURPOSE TO THE CITY OF ONTARIO
AND CONVEYING TITLE TO THE CITY OF ONTARIO
FOR REAL PROPERTY IN MALHEUR COUNTY OREGON**

WHEREAS, Malheur County is the owner of property which was acquired by tax foreclosure; and

WHEREAS, The City of Ontario needs the Property for a public purpose, specifically to enhance and build upon its wastewater treatment facility and plans; and

WHEREAS, The Property is immediately adjacent to the City facilities used for wastewater treatment and sprinkling; and

WHEREAS, The City agrees to use the Property for a public purpose for not less than 20 years; and

WHEREAS, The City agrees to pay \$1,900 by performing public work services at the Malheur County Fairgrounds in connection with the current water and sewer line issues at the fairgrounds (for example: manhole work, set lines, set pump, backflow devices); and

WHEREAS, This relinquishment of title to the City of Ontario is authorized by ORS 271.330; and

WHEREAS, the County has determined that the Property is not in use or needed by the County.

NOW THEREFORE, BE IT RESOLVED by the Ontario City Council to approve the following:

That the Mayor and City Council authorize the Mayor to be signatory to the bargain and sale deed conveying title to the City of Ontario of the following described real property in Malheur County Oregon:

In Township 17 South, Range 47 East, Williamet Meridian, Section 32:

Those parts of the E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying easterly and
northerly of the Malheur River; and

Those parts of the W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying westerly and
northerly of the Malheur River

Resolution 2007-122

INSTRUMENT NO. 2007-6599
Page 5 of 8 Pages

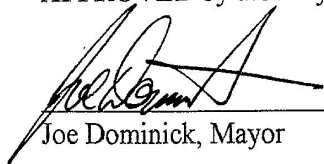
PASSED AND ADOPTED by the Ontario City Council this 18th day of June, 2007, by
the following vote:

Ayes: Gaskill, Allen, Cummings, Dominick, Mills, Mosier

Nays: None

Absent: Tuttle

APPROVED by the Mayor this 18th day of June, 2007.



Joe Dominick, Mayor

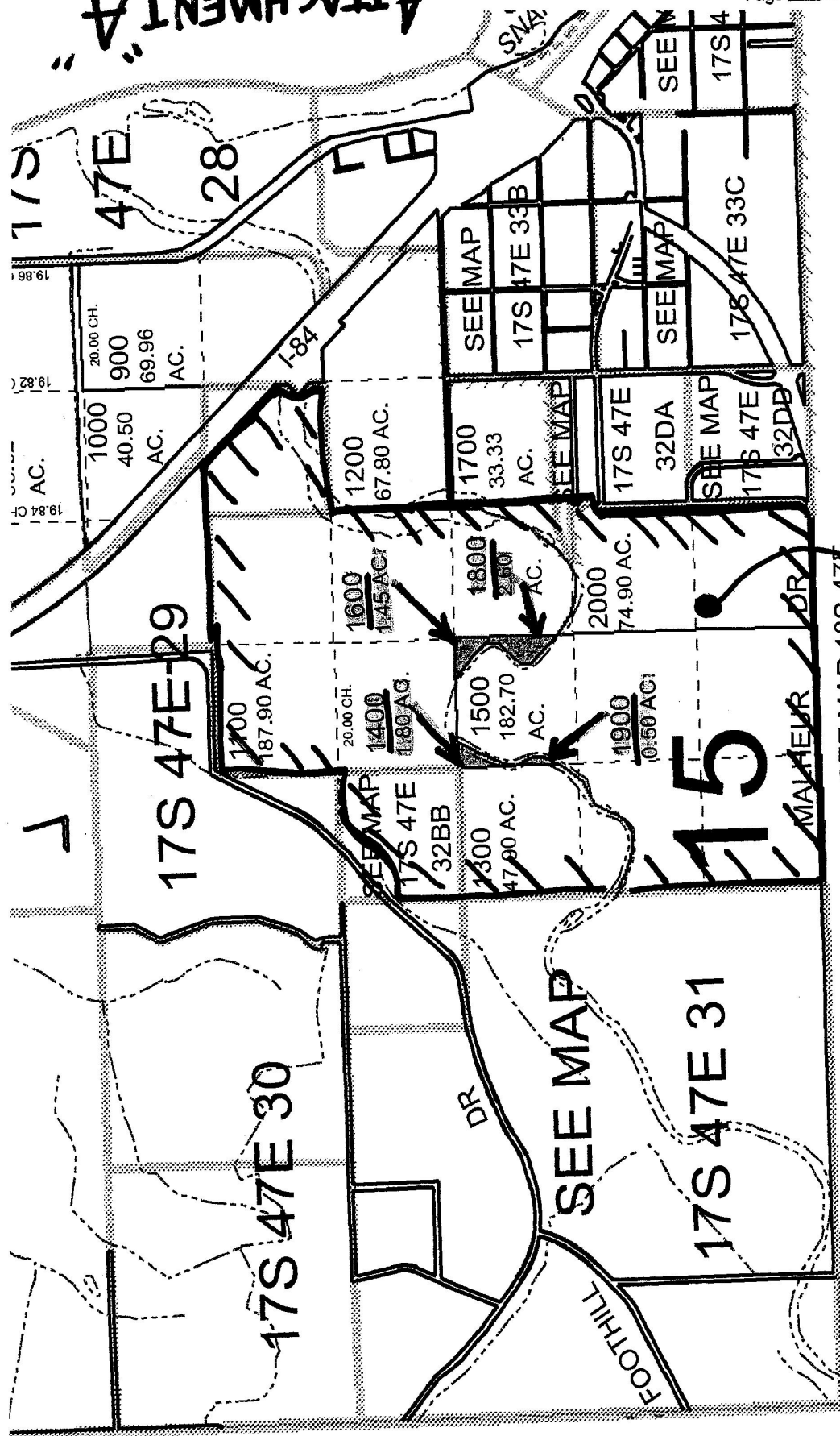
ATTEST:



Tori Barnett, City Recorder

EXHIBIT J

INSTRUMENT NO. 2007-6599
Page 6 of 8 Pages



SEE MAP 18S 47E

WASTEWATER TREATMENT FACILITY

EXHIBIT K

INSTRUMENT NO. 2007 - 6599
Page 7 of 8 Pages

INSTRUMENT NO. 2007 - 3382
Page 1 of 2 Pages

FILED
3:24 PM

IN THE COUNTY COURT OF MALHEUR COUNTY OREGON

MAY 02 2007

In the matter of:)
Order Relinquishing Title of Property)
Not In Use for County Purpose to the City)
Of Ontario)

GO-09-07

DEBORAH R. DE LONG County Clerk
By *Shirley Chells* Deputy

WHEREAS, Malheur County is the owner of the following described property which was acquired by tax foreclosure:

Property in Malheur County, Oregon, more particularly described as follows:

In T. 17 S., R. 47 E., W.M., Section 32:

Those parts of the E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying easterly and northerly of the Malheur River; and

Those parts of the W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying westerly and northerly of the Malheur River.

Map 17S47	Tax Lots	Ref. # s	Code 15
	1400	17859	
	1600	17858	
	1800	17857	
	1900	17860	

(Property); and

WHEREAS, the City of Ontario needs the Property for a public purpose, specifically, to enhance and build upon its waste water treatment facility and plans; and

WHEREAS, the Property is immediately adjacent to the City facilities used for wastewater treatment and sprinkling; and

WHEREAS, the City agrees to use the Property for a public purpose for not less than 20 years; and

WHEREAS, this relinquishment of title to the City of Ontario is authorized by ORS 271.330; and

WHEREAS, the County has determined that the Property is not in use or needed by the County.

EXHIBIT L

INSTRUMENT NO. 2007-6599
Page 8 of 8 Pages

INSTRUMENT NO. 2007-3382
Page 2 of 2 Pages

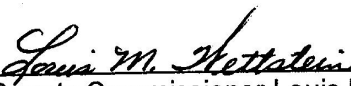
NOW, THEREFORE, IT IS ORDERED BY THE MALHEUR COUNTY COURT:

The above-described Property shall be transferred by bargain and sale deed to the City of Ontario for \$1900 payable by performing public work services at the Malheur County Fairgrounds in connection with the current water and sewer line issues at the fairgrounds (for example: manhole work, set lines, set pump, backflow devices).

Dated this 2nd day of May 2007.



Judge Dan P. Joyce



County Commissioner Louis M. Wettstein



County Commissioner Jim Nakano

EXHIBIT M

INSTRUMENT NO. 93 - 3177

Page 1 of 5 Pages

Prepared by: City of Ontario
444 S.W. 4th Street
Ontario, Oregon 97914

Until further notice, all tax statements shall be sent to:
City of Ontario, Oregon
444 S.W. 4th Street
Ontario, Oregon 97914

4000/70 After recording return to: City of Ontario, 444 S.W. 4th St, Ontario, Oregon 97914

WARRANTY DEED

DON LEWIS and LaRENA LEWIS, husband and wife, Grantors, convey and warrant to the CITY OF OREGON, OREGON, Grantee, for public use, the following described real property free of encumbrances except as specifically set forth herein:

SEE EXHIBIT A ATTACHED HERETO

SUBJECT TO and TOGETHER WITH

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.

SEE EXHIBIT B ATTACHED HERETO FOR CONTINUATION OF EXCEPTIONS

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

The true consideration for this conveyance is: \$525,000

STATE OF OREGON)
County of Malheur) SS

Inst. No. 93-3177

I certify that the within instrument of
writing was received for record on
the 21 day of May, 1993
at 11:38 o'clock A M.

DEBORAH R. DeLONG
County Clerk

By: Rosa Bonzaly Deputy

EXHIBIT N

INSTRUMENT NO. 93 - 3177

Page 2 of 5 Pages

Dated this 20th day of MAY, 1993

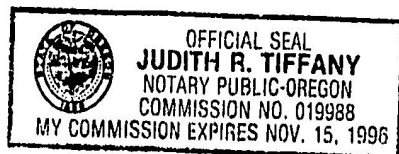
Don Lewis
DON LEWIS

LaRena Lewis
LaRENA LEWIS

State of Oregon)

County of Malheur)

The foregoing instrument was acknowledged before me this 20th day of MAY, 1993 by
DON and LaRENA Lewis.



Judith R. Tiffany
Notary Public for OREGON
My Commission expires: 11/15/93

EXHIBIT O

INSTRUMENT NO. 93- 3177

Page 3 of 5 Pages

EXHIBIT A

A parcel of land in Malheur County, Oregon more particularly described as follows:

In Twp. 17 s., R. 47 E., W.M.:

Section 29: $SW\frac{1}{4}SE\frac{1}{4}$ and $SE\frac{1}{4}SW\frac{1}{4}$,

EXCEPTING THEREFROM road right of way, and

A parcel of land in the $SW\frac{1}{4}SW\frac{1}{4}$ as follows:

Beginning at the Southeast corner of the $SW\frac{1}{4}SW\frac{1}{4}$

THENCE West along the South section line, a distance of
700 feet;

THENCE in a Northeasterly direction to the Northeast
corner of the $SW\frac{1}{4}SW\frac{1}{4}$;

THENCE South, along the East sideline of the $SW\frac{1}{4}SW\frac{1}{4}$ to
the POINT of BEGINNING, being that part of the $SW\frac{1}{4}SW\frac{1}{4}$ lying South
and East of the County road; and

$SE\frac{1}{4}SE\frac{1}{4}$,

EXCEPTING THEREFROM highway right of way as taken by the State of
Oregon, by and through its State Highway Commission, under Final
Judgment in that certain Condemnation Proceeding entitled "State of Oregon,
by and through its State Highway Commission, Plt. -vs- Glen E. Thayer, et
al, Defs.", being File No. 7535-L in the Circuit Court of the State of Oregon,
for the County of Malheur, entered Oct. 3, 1957.

AND FURTHER EXCEPTING two (2) parcels as more

particularly described in Final Judgment in that certain Action No. 12,269-L
entitled "State of Oregon, by and through its State Highway Commission -vs-
Glenn E. Thayer, also known as Glen E. Thayer, et al", in the Circuit Court
of the State of Oregon for the County of Malheur, entered Feb. 8, 1972.

Section 32: $NE\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}$ and that portion of the $SW\frac{1}{4}NE\frac{1}{4}$ lying North of the Malheur
River.

Together with all the improvements now or hereafter erected on the property, and all easements,
rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and
stock and all fixtures now or hereafter a part of the property.

EXHIBIT P

INSTRUMENT NO. 93-3177

Page 4 of 5 Pages

EXHIBIT B

5. **RIGHTS OF THE PUBLIC** in and to existing County road rights-of-way.
6. Any Adverse Claim based upon the assertion that:
 - a. Some portion of said land has been created by artificial means or has accreted to such portion so created.
 - b. Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Malheur River, or has been formed by accretion to any such portion.
7. **RIGHTS OF THE PUBLIC** and governmental bodies in and to any portion of the premises herein described lying below high water mark of the Malheur River, including any ownership rights which may be claimed by the State of Oregon below high water mark as it now exists or at any time has existed.
8. **EASEMENT**, including the terms and provisions thereof, in favor of Idaho Power Company, a corporation, recorded May 21, 1951, Book 86, Page 300, Deed Records, across the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of and NW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 32.
9. **EASEMENT**, including terms and provisions thereof, in favor of Idaho Power Company, a corporation, recorded October 6, 1947, Book 71, Page 542, Deed Records, across the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 29.
10. **EASEMENT**, including terms and provisions thereof, in favor of Idaho Power Company, a corporation, recorded December 22, 1947, Book 72, Page 324, Deed Records, across the South 300 feet of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 29.
11. **EASEMENT**, including terms and provisions thereof, in favor of Idaho Power Company, a corporation, recorded December 22, 1947, Book 72, Page 325, Deed Records, across the South 300 feet of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 29.
12. **EASEMENT**, including terms and provisions thereof, in favor of Idaho Power Company, a corporation, recorded May 21, 1951, Book 86, Page 299, Deed Records, across the South 300 feet of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 29.
13. **EASEMENT**, including terms and provisions thereof, in favor of Idaho Power Company, a corporation, recorded August 6, 1974, Instrument No. 160213, Deed Records, across the West 50 feet of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the West 50 feet of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, and East 50 feet of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, all in Sec. 29, Twp. 17 S., R. 47 E., W.M.
14. **RESERVATIONS AND ACCESS RESTRICTIONS** contained in Final Judgment in Action No. 7535-L entitled "State of Oregon, by and through its State Highway Commission -vs- Glen E. Thayer and Jand Doe, husband and wife, if married", in the Circuit Court of the State of Oregon, for Malheur County, Final Judgment filed October 3, 1957.
15. **ACCESS RESTRICTIONS** contained in the Final Judgment in Action No. 12,269-L, entitled "State of Oregon, by and through its State highway Commission -vs- Glenn E. Thayer, aka Glen E. Thayer, et al", in the circuit Court of the State of Oregon, for Malheur County, entered February 8, 1972.

EXHIBIT Q

INSTRUMENT NO. 93-3177
Page 5 of 5 Pages

16. **RIGHT-OF-WAY CONTRACT**, including the terms and provisions thereof, between Grigg Anderson Farms and Cascade Natural Gas Corporation, recorded August 4, 1965, Book 38, Instrument No. 66574, Leases and Agreements, for pipe line across lands in Sec. 29 and 32.

17. **UNRECORDED LEASE AGREEMENT**, including the terms and provisions thereof, between A. Marguerite Decker, Lessor, and Ore-Ida Foods, Inc., a Delaware corporation, Lessee, as disclosed by Memorandum of Lease dated February 10, 1978, recorded April 7, 1978, Instrument No. 43569, Leases and Agreements, covering a portion of the lands and affecting hot water, steam, minerals, oil and gas.



Replacement
Portion

Brosman Ditch

Malheur River

Brosman Ditch

Malheur River

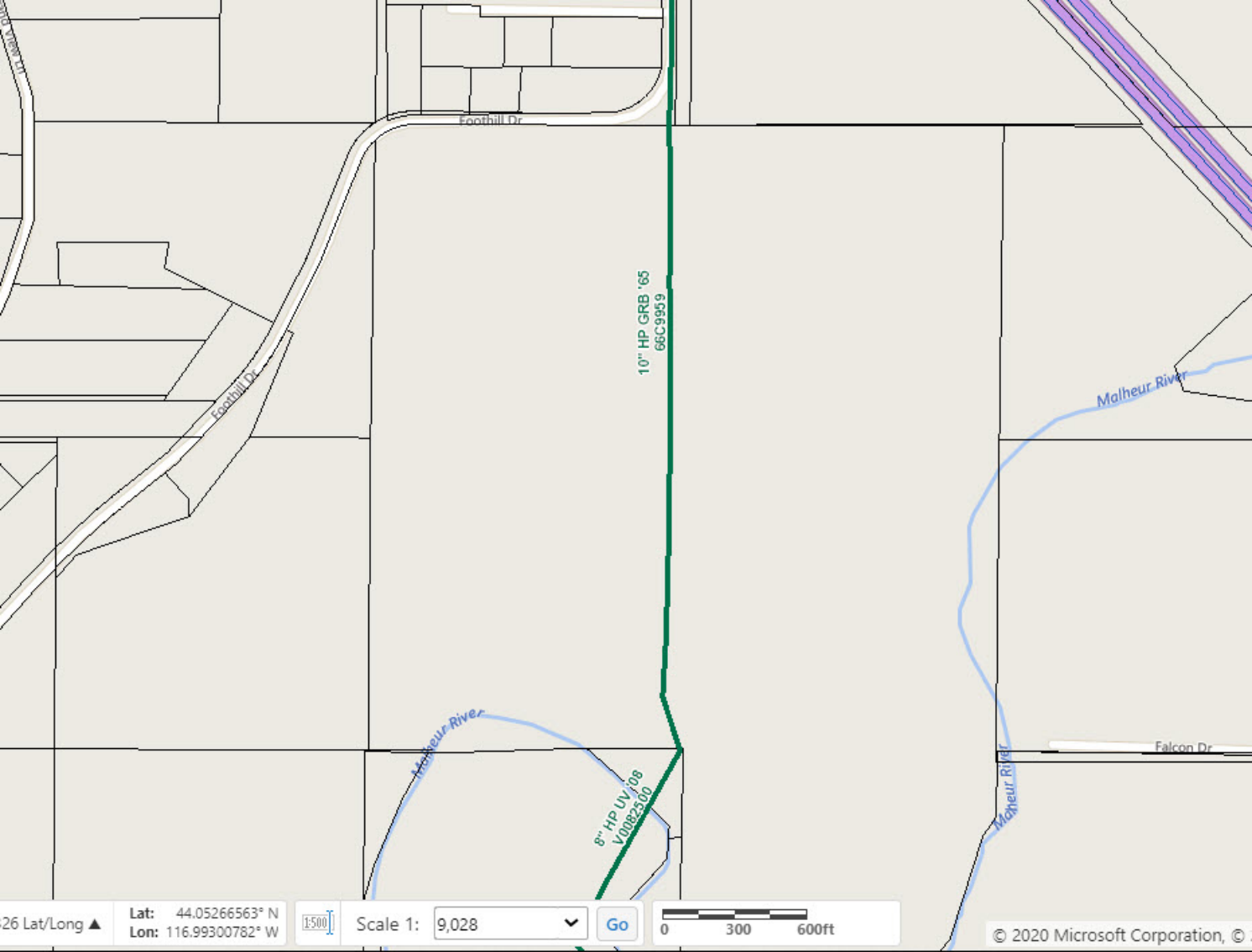
Ontario Wastewater
Treatment

Treasure Valley Steel

Warrington Irrigation

Storage On-Site

Google



26 Lat/Long ▲

Lat: 44.05266563° N
Lon: 116.99300782° W

1:500

Scale 1: 9,028 ▼

Go

0 300 600ft

© 2020 Microsoft Corporation, ©

449 Foothill Dr

Ontario, Oregon



Google

Street View

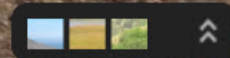


Tie in point and head south
across city owned field to
northern edge of Malheur
River



Foothill Dr

Google





**AGENDA REPORT
NEW BUSINESS
November 5, 2020**

To: Mayor and City Council

FROM: Peter Hall, Human Resources Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: UPDATE CERTIFICATION OF AUTHORITY FOR SBE SOLAR PANELS

DATE: November 3, 2020

PROPOSED MOTION:

I MOVE THE CITY COUNCIL AUTHORIZE CITY MANAGER ADAM BROWN TO ACT AS REPRESENTATIVE BETWEEN IDAHO POWER COMPANY AND THE CITY REGARDING THE OREGON SOLAR PHOTOVOLTAIC PILOT PROGRAM ENERGY SALES AGREEMENT.

SUMMARY:

The eight-year financing agreement with SBE Oregon LLC has ended. This agreement financed solar panels on City property through a Volumetric Incentive Rate paid by Idaho Power Company based on metered generation. A revised agreement must be made with Idaho Power Company to receive the Volumetric Incentive Rate. This requires Council to authorize a representative of the City for the agreement.

BACKGROUND:

The City of Ontario entered into an energy sales agreement in September 2012 with Idaho Power Company for the Oregon Solar Photovoltaic Pilot Program. The program set up solar panels at eight sites on City properties.

The program was financed through SBE Oregon LLC over a period of eight years with the Volumetric Incentive Rates.

The financing period has passed and the Volumetric Incentive Rates will now be paid to the City of Ontario from Idaho Power Company. The previous agreements were authorized by then City Manager Jay Henry. To enter into the new agreement, a Certification of Authority for Agents must be completed to authorize a current representative of the City. Once a representative is authorized, the new agreement can be made and the City will begin collecting the Volumetric Incentive Rates.

CURRENT SITUATION:

To receive the Volumetric Incentive Rates from Idaho Power Company, the City Council must approve a new representative through a Certification of Authority for Agents and provide updated Payee and/or Assignee Information (Exhibit B attached).

ANALYSIS:

- A. **STRATEGIC PLAN** This agreement has no direct ties to the Council's Strategic Plan.
- B. **FINANCIAL** The City will save money on monthly power bills through the incentive payment. The incentive rate is calculated by subtracting the average retail rate by the VIR (\$0.317) and multiplying by the metered generation of the panels in kilowatt hours (kWh).
- C. **TIMING** A representative should be chosen immediately to begin receiving the incentive rates.
- D. **POLICY/LEGAL** Council must approve a representative to enter into the agreement with Idaho Power Company.

ALTERNATIVES:

The Council may choose an alternative representative.

RECOMMENDATION:

Staff recommends the Council authorize City Manager Adam Brown as the representative between Idaho Power Company and the City regarding the Oregon Solar Photovoltaic Pilot Program Energy Sales Agreement.

ATTACHMENTS:

- 1. 20201030 - Revised EXHIBIT B
- 2. CERTIFICATION OF AUTHORITY FOR AGENTS
- 3. SBE Agreement 90000063 - #5 City Hall

EXHIBIT B

PROJECT NO. _____

Eligible System Name: _____

Payee and/or Assignee Information

This information must be provided prior to Idaho Power making any payments to the Participant or a Qualified Assignee identified by the Participant.

At any time during the term of this Agreement, if the Participant wishes to change the payment information as previously provided, the new payment information must be provided on this form.

Payee Name: _____

Payee Address: _____

Payee City: _____ State: _____ Zip: _____

Yes No Is the above designated Payee a party a different party then the Participant?

Yes No Is the above designated Payee a Qualifying Assignee as defined within this Agreement?

If Yes, please provide information that validates the Qualifying Assignee's qualifications:

The information provided above is true and accurate.

Participant's Name: _____
(Please print – must be the Participant to this Agreement)

Participant's Signature: _____ Date: _____

CERTIFICATION OF AUTHORITY FOR AGENTS

I, _____, the duly authorized and appointed [Title] of (“Company”), HEREBY REPRESENT, WARRANT, AND CERTIFY to Idaho Power Company the following:

1. That the following persons are authorized and empowered, for and on behalf of the Company, to execute instruments, agreements, certificates, and other documents (collectively “Documents”) and to take actions on behalf of the Company, and that Idaho Power Company and its directors, officers, employees, and agents (collectively, the “Idaho Power Company Parties”) are entitled to consider and deal with such persons as agents of the Company for all purposes. This certification shall revoke any previously provided information and shall be effective until such time as a new certification is provided to Idaho Power and/or until such time as an authorized officer of the Company shall have delivered to Idaho Power Company a notice in writing stating that such person is longer an agent on behalf of the Company:

Name of Company:

Name of Projects:

Name	Title

Any Documents executed by the foregoing persons shall be deemed duly authorized by the Company for all purposes.

2. That the following are authorized and empowered, for and on behalf of the Company, to correspond directly with the Idaho Power Company Parties and the Idaho Power Company Parties are entitled to consider and deal with such persons as agents of the Company for such limited correspondence purposes. This certification shall revoke any previously provided information and shall be effective until such time as a new certification is provided to Idaho Power and/or until such time as an authorized officer of the Company shall have delivered to Idaho Power Company a notice in writing stating that such person is no longer an agent on behalf of the Company:

Name of Company:

Name of Projects:

Name	Title

Notwithstanding the foregoing, in no event shall the persons identified in this paragraph 2 be authorized or empowered, for and on behalf of the Company, to execute any Documents or otherwise legally bind the Company.

IN WITNESS WHEREOF, I have hereunto signed my name this ____ day of _____.

 Print Name: _____
 Title: _____

I, _____, _____, HEREBY CERTIFY, that _____ is the duly elected and acting [Title] of the Company with authority to sign this document and that the signature appearing above is his/her signature.

IN WITNESS WHEREOF, I have hereunto signed my name this ____ day of _____.

 Print Name: _____
 Title: _____

September 21, 2012

City of Ontario, Oregon
Attention: Yorick de Tassigny
444 SW 4th Street
Ontario, OR 97914

Re: Oregon Solar PV Pilot Program, Project Numbers: 90000055, 90000059, 90000062, 90000063

Dear Yorick,

Enclosed is one fully executed original copy of your Energy Sales Agreement for each project noted above in the Oregon Solar Photovoltaic (PV) Pilot Program. The effective date of these contracts is September 20, 2012.

In order for your PV system to become operational and deliver electricity to Idaho Power you must submit a request for an Operation Date.

As required by Article 2.3 of the Energy Sales Agreement, Operation Date – Upon completion of the Interconnection Process as specified in Article VII and completion of construction and installation of the Eligible System, the Participant shall supply Idaho Power written confirmation that all permits, inspections, insurance documentation as required by Article 14 and any other information as required by this Agreement, the Generation Interconnection Process, Schedule 88 and any other agencies having jurisdiction over the Eligible System have been completed and is therefore requesting an Operation Date be granted by Idaho Power. Upon receiving this request, Idaho Power will review the provided documentation and will provide written confirmation to the Participant either establishing the Operation Date or providing details as to why an Operation Date cannot be established.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Michael Darrington
Energy Contracts
Phone: (208) 388-5946
E-mail: mdarrington@idahopower.com

OREGON SOLAR PHOTOVOLTAIC
PILOT PROGRAM
ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
ONTARIO, OREGON
TABLE OF CONTENTS

<u>Article</u>	<u>TITLE</u>
1	Definitions
2	Term and Operation Date
3	Certifications and Warranties
4	Obligations of the Parties
5	Volumetric Incentive Rates
6	Renewable Energy Certificates
7	Interconnection
8	Temporary Disconnection
9	Participant's Additional Cooperation
10	Metering
11	Billings, Computations, and Payments
12	Defaults and Remedies
13	Indemnification and Liability
14	Insurance
15	Force Majeure
16	Assignments
17	Disputes
18	Miscellaneous
19	Entire Agreement
20	Notices
	Exhibit A Eligible System Description
	Exhibit B Payee and/or Assignee Information
	Exhibit C Example - VIR Payment Calculation

OREGON SOLAR PHOTOVOLTAIC
PILOT PROGRAM
ENERGY SALES AGREEMENT

Project Name: City of Ontario PV Array #5 – CITY HALL

Project Number: 90000063

THIS AGREEMENT is entered into on this 20th day of September 2012 between ONTARIO, OREGON (Participant), and IDAHO POWER COMPANY, an Idaho corporation (Idaho Power), hereinafter sometimes referred to collectively as "Parties" or individually as "Party."

RECITALS:

WHEREAS, the Participant intends to maintain at their premises a solar photovoltaic energy system that meets the eligibility requirements of Oregon Administrative Rule ("OAR") 860-084-120. ("Eligible System")

WHEREAS, the specific location and additional details of the Eligible System are specified in Exhibit A.

WHEREAS, Participant certifies:

- a. The Eligible System will be permanently installed at the Participant's address, in the State of Oregon, at which the Participant receives retail electric service from Idaho Power.
- b. No investor in the Eligible System has accepted or will accept incentives from the Energy Trust of Oregon or Oregon state residential or business tax credits for the Qualifying System covered by this Agreement.
- c. The Eligible System and its individual components are new and have not been previously installed, and meet quality, reliability, and installation criteria approved by the Commission.

- d. The Eligible System is the only solar photovoltaic system on the Participant's premises that is being used to offset the Participant's electrical energy consumption and/or delivering energy to Idaho Power.
- e. The sum of the Nameplate Capacity of all solar panels comprising the Eligible System shall be less than or equal to 10 kW, and in compliance with OAR 860-084-0100 (2) (e), the Eligible System will be sized so that the estimated annual energy generation (kWh) shall not exceed 90 percent of the actual usage in the twelve (12) most recent billing periods at the premises at which the Eligible System will be installed. If less than one year of usage history is available, annual usage of a similarly situated customer, or a utility-provided load estimation document, may be used, as determined by Idaho Power.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

ARTICLE I: DEFINITIONS

As used in this Agreement and the appendices attached hereto, the following terms shall have the following meanings:

- 1.1 **"Applicant"** means an Idaho Power customer that has submitted an application to participate in the Idaho Power Oregon Solar Photovoltaic Pilot Program but has not yet executed an Energy Sales Agreement.
- 1.2 **"Contract Year"** means the period commencing each calendar year on the same calendar date as the Operation Date and for one calendar year thereafter.
- 1.3 **"Commission"** means the Public Utility Commission of Oregon.
- 1.4 **"Effective Date"** shall have the meaning set forth in Section 2.1.
- 1.5 **"Eligible Generation"** means the Eligible System's metered generation, net of system requirements that was generated during the applicable customer billing period.
- 1.6 **"Eligible System"** shall have the meaning set forth in the Recitals.

- 1.7 **"Excess Generation"** (kWh) means the Eligible Generation in excess of the Participant's retail electricity consumption at the same location during the same billing period. Excess Generation calculated in one billing period shall be carried forward to the next billing period and will be available for use in calculating the Eligible Generation for the next billing period but only during that Generation Year.
- 1.8 **"Expiration Date"** shall have the meaning set forth in Section 2.3.
- 1.9 **"Generation Interconnection Process"** means Idaho Power's generation interconnection application and engineering review process developed to ensure a safe and reliable generation interconnection in compliance with all applicable regulatory requirements, Prudent Electrical Practices and national safety standards.
- 1.10 **"Generation Year"** means the period ending March 31 (*month end calendar date*) or each year of the term of this Agreement. By default this date shall be March 31 unless another date is provided by the Participant at the time this Agreement is executed. For irrigation customers, the default generation year ends October 31.
- 1.11 **"Interconnection Facilities"** means facilities and equipment installed in order to accommodate the interconnection of the Eligible System.
- 1.12 **"Nameplate Capacity"** means the DC capacity rating of a specific piece of equipment as specified by the manufacturer (measured in watts) or if the manufacturer's specification is not readily available it shall be the maximum rated output of a solar photovoltaic system, measured at an irradiance level of 1,000 watts per square meter (W/m^2), with reference air mass 1.5 solar spectral irradiance distribution and cell or module junction temperature of 25°C.
- 1.13 **"Nameplate Capacity_{AC}"** means 85% of the Nameplate Capacity.
- 1.14 **"Operation Date"** means the date that the Eligible System and the Interconnection Facilities are deemed by Idaho Power to be fully operational and able to begin

operations in a safe and reliable manner. The Operation Date shall be established as specified in Section 2.3

- 1.15 **"Payable Generation"** means Eligible Generation (kWh) during a billing period plus any previous month's Excess Generation (if any), up to Participant's actual retail usage (kWh) for the same billing period.
- 1.16 **"Program Year"** means the period ending March 31 or each year of the term of this Agreement.
- 1.17 **"Qualified Assignee"** means a person to whom Participant may assign Volumetric Incentive Rate payments. Idaho Power or its affiliate or any other regulated utility is not a qualifying assignee. Qualifying Assignees include, but are not limited to:
- (a) A lender providing up front financing to Participant,
 - (b) A company or individual who enters into a financial agreement with Participant to own and operate the Eligible System on behalf of Participant in return for compensation,
 - (c) A company or individual who contracts with Participant to locate the Eligible System on property owned by Participant, or
 - (d) Any entity identified by Participant to receive payments that Idaho Power is obligated to pay to Participant.
- 1.18 **"Renewable Energy Certificates"** is defined in Section 6.
- 1.19 **"Reservation Start Date"** means the date customer secured a capacity reservation under Idaho Power's Oregon Solar Photovoltaic Pilot Program.
- 1.20 **"Solar Photovoltaic Pilot Program"** or **"Pilot"** means the Commission's implementation of ORS 757.365 (2009) (as amended by House Bill 3690(2010)) via the Solar Photovoltaic Pilot Program Rules, including any subsequent revisions thereto.
- 1.21 **"Solar Photovoltaic Pilot Program Rules"**, or **"Rules"**, means Oregon Administrative Rules ("OAR") Chapter 860, Division 84 and related Commission orders interpreting or augmenting the Rules.

- 1.22 **"Solar Photovoltaic Pilot Program Application"** means the application form to be completed by Participant. This application will be available on the Idaho Power website at www.idahopower.com and must be completed and submitted online to establish a position in the capacity reservation allocation process.
- 1.23 **"Volumetric Incentive Rate"** means the incentive price paid by Idaho Power for Eligible Generation set forth in Schedule 88 in effect as of the Reservation Start Date so long as the Participant completes all requirements to maintain the Reservation Start Date.

ARTICLE II: TERM AND OPERATION DATE

- 2.1 This Agreement shall become effective after execution by both Parties ("Effective Date").
- 2.2 Except as otherwise provided herein, this Agreement shall expire at midnight exactly 15 years after the Operation Date ("Expiration Date").
- 2.3 Operation Date – Upon completion of the Interconnection Process as specified in Article VII and completion of construction and installation of the Eligible System, the Participant shall supply Idaho Power written confirmation that all permits, inspections, insurance documentation as required by Article 14 and any other information as required by this Agreement, the Generation Interconnection Process, Schedule 88 and any other agencies having jurisdiction over the Eligible System have been completed and is therefore requesting an Operation Date be granted by Idaho Power. Upon receiving this request, Idaho Power will review the provided documentation and will provide written confirmation to the Participant either establishing the Operation Date or providing details as to why an Operation Date cannot be established.

ARTICLE III: CERTIFICATIONS AND WARRANTIES

Participant certifies and warrants to Idaho Power that:

- 3.1 The information provided by the Participant in the Participant's Idaho Power Oregon Solar Photovoltaic Pilot Program Application, the Interconnection Application (Part A and

Part B) is accurate, to the best of Participant's knowledge.

- 3.2 Participant's Eligible System is and shall for the term of this Agreement continue to be an Eligible System under OAR 860-084-120.
- 3.3 The Eligible System complies with siting, design, interconnection, installation, and electric output standards and codes required by the laws of Oregon, to the best of Participant's knowledge.
- 3.4 The Eligible System meets quality, reliability, and system installation requirements established by the Commission. (See OAR 860-084-0240(2) (e) (B); OAR 860-084-0120).
- 3.5 Participant (and any subsequent owner of the Eligible System) will have a retail electricity customer account with Idaho Power at the same location of this Eligible System during the full term of this Agreement.
- 3.6 Participant will notify Idaho Power within 30 days of any material changes to the Eligible System.

ARTICLE IV: OBLIGATIONS OF THE PARTIES

- 4.1 The Parties' performance of this Agreement is subject to the requirements set forth herein and subject to the requirements of Idaho Power's Schedule 88 tariff, as may be amended from time to time. In the event that the provisions of this Agreement conflict with the Oregon Solar Photovoltaic Pilot Program Rules or the Idaho Power tariff, the Commission's rules and Idaho Power's tariffs shall take precedence in that order.
- 4.2 Payable Generation. Commencing on the Operation Date, unless otherwise provided herein, Idaho Power will pay the Participant for Payable Generation from the Eligible System based upon the rates and calculations contained within this Agreement.
- 4.3 Excess Generation. At the end of each Generation Year, Participant shall forfeit accumulated Excess Generation, if any, and Idaho Power shall make a corresponding donation to Idaho Power's low-income energy assistance program at the Average

Monthly Retail Rate in effect at the time of the transfer. Idaho Power may retain for its benefit any Renewable Energy Certificates associated with Excess Generation.

ARTICLE V: VOLUMETRIC INCENTIVE RATES

- 5.1 Idaho Power shall pay Participant the Participant's Volumetric Incentive Rate ("VIR") as set forth in Idaho Power's Schedule 88 tariff for all Payable Generation. The Participant will continue to be responsible for full payment of all retail customer charges.

ARTICLE VI: RENEWABLE ENERGY CERTIFICATES

- 6.1 Idaho Power shall own all the Renewable Energy Certificates associated with the Eligible System and Participant shall reasonably cooperate as needed to help Idaho Power perfect its ownership thereof. Renewable Energy Certificates or "RECs" mean all right, title and interest in and to Environmental Attributes, plus the REC Reporting Rights. "Environmental Attributes" means any and all credits, benefits, claims, emissions reductions, environmental air quality credits, and emissions reduction credits, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance attributable to the generation of the Specified Energy by the Resource and the delivery of the Specified Energy to the electricity grid, and include without limitation any of the same arising out of legislation or regulation concerned with oxides of nitrogen, sulfur, or carbon, with particulate matter, soot, or mercury, or implementing the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator (collectively with any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes, the "CAMD"), but specifically excluding only (i) the wind production tax credits, if any, and (ii) matters designated by Idaho Power as sources of

liability or adverse wildlife or environmental impacts. "REC Reporting Rights" means the right to report to any agency, authority or other party, including without limitation under Section 1605(b) of the Energy Policy Act of 1992, or under any present or future domestic, international or foreign emissions trading program, exclusive ownership of the Environmental Attributes. "Specified Energy" means the number of megawatt-hours of electrical energy generated or to be generated by the Eligible System within the vintage period. One REC represents the Environmental Attributes attributable to the generation of 1 MWh of Specified Energy by the Eligible System and the delivery thereof to the electricity grid (except as otherwise allowed by state law or Commission rule, e.g. under Oregon HB 3690).

ARTICLE VII: INTERCONNECTION

- 7.1 The Applicant must submit a Capacity Reservation/Interconnection Application for the Idaho Power Oregon Solar Photovoltaic Pilot Program.
- 7.2 Within two months of the Reservation Start Date, the Applicant must submit a complete Interconnection Application - Part B to Idaho Power.
- 7.3 Failure to submit either parts of the Interconnection Application within the time frames specified above will result in either a capacity reservation not being granted to the Applicant and/or a previously granted capacity allocation being terminated.
- 7.4 Upon receipt, Idaho Power will evaluate the complete Capacity Reservation/Interconnection Application and Interconnection Application Part B in accordance with OAR 860-084-0260, 860-084-0270 and 860-084-0280 and the Idaho Power established Generation Interconnection Process.
- 7.5 The Participant shall be responsible for all interconnection costs (if any) identified in this Generation Interconnection Process, except for the cost of the additional meter and automated telemetry system required under this program. These interconnection costs must be paid by the Participant as specified in the Generation Interconnection Process.

- 7.6 If, upon receipt and review of the Generation Interconnection Process results (i.e. required equipment and costs) the Participant elects not to move forward with the completion of this Eligible System, this Agreement may be terminated upon written notice from the Participant. This option to terminate shall expire at the time the Participant accepts the interconnection results and elects to continue development of this Eligible System.
- 7.7 Access. As provided in the Solar Photovoltaic Pilot Program Rules, Participant shall provide Idaho Power access to any required disconnect switch at the Eligible System at all times. Idaho Power will provide reasonable notice to Participant when possible prior to using its right of access. Additionally, both the retail meter and the Eligible System metering shall be located as specified by Idaho Power and Idaho Power shall have access to these meters at any time.

ARTICLE VIII: TEMPORARY DISCONNECTION

- 8.1 Idaho Power or Participant may temporarily disconnect the Eligible System from Idaho Power's system for so long as reasonably necessary in the event one or more of the following conditions or events occurs:
- 8.1.1 Emergency conditions. Idaho Power or Participant may immediately and temporarily disconnect the Eligible System in the event of an emergency.
 - 8.1.2 Scheduled maintenance, repair or construction. Idaho Power or the Participant may disconnect the Eligible System during maintenance of the Eligible System or Idaho Power's electrical system.
 - 8.1.3 Likelihood of harm to other customers. Idaho Power may disconnect the Eligible Facility if it will likely cause disruption or deterioration of service to other customers, or if operating the Eligible System could cause damage to Idaho Power's electrical system. In such event, Idaho Power shall

provide the Participant supporting documentation used to reach the decision to disconnect the Eligible Facility upon the Participant's request.

8.1.4 Unauthorized modifications. Idaho Power may disconnect the Eligible Facility if the Participant makes any change to the Eligible System, other than minor equipment modifications, without prior written authorization of Idaho Power.

8.1.5 Nonconformance with this Agreement. Idaho Power may disconnect the Eligible System if it determines that the Eligible System is noncompliant with this Agreement, the Rules or its tariffs.

8.2 If the Eligible System must be physically disconnected for any reason, and Idaho Power is unable to operate the manual disconnect dedicated to the Eligible System, Idaho Power may disconnect all electrical services to the premises where the Eligible System is located.

8.3 The Parties shall cooperate with each other to restore the Eligible System, Interconnection Facilities, and Idaho Power's system to their normal operating state as soon as reasonably practicable following any disconnection pursuant to this Section 8.

ARTICLE IX: PARTICIPANT'S ADDITIONAL COOPERATION

9.1 Agreement to Release Information. Participant hereby agrees to allow Idaho Power to release information concerning its participation in the Solar Photovoltaic Pilot Program, including lists of all Participants in the Pilot to the Oregon Department of Revenue, the Oregon Department of Energy, the Commission and the Energy Trust of Oregon ("ETO"). Idaho Power shall use reasonable efforts to pursue appropriate confidentiality terms with the above agencies and organizations. As required by OAR 860-084-0240 (1) (f), Idaho Power shall provide descriptions of the confidentiality requirements that those receiving this information must follow.

9.2 Agreement to Participate in Surveys. Participant hereby agrees to complete up to three

surveys on the effectiveness of the Pilot program in order to remain eligible for participation in the Pilot. Information to be provided may include, but is not limited to: understanding the various factors contributing to participation in the program; understanding decision processes used to choose between the volumetric incentive rate solar program and the existing net-metering solar program; and satisfaction with and recommendations for improving the Pilot program processes. Participant agrees that Idaho Power may release information concerning Participant obtained from the surveys to the Commission and the ETO. If Participant does not participate in surveys as required hereby, Idaho Power may cease making payments hereunder until such time as such surveys are completed.

ARTICLE X: METERING

- 10.1 Idaho Power shall install, own and maintain, at its sole expense but subject to Section 10.4, a meter in addition to the Participant's existing consumption meter. This additional meter will be dedicated to record the generation from the Eligible System in accordance with OAR 860-084-0280.
- 10.2 Participant shall provide, at its sole expense, adequate facilities, including, but not limited to, a current transformer enclosure (if required), meter socket(s) and junction box, for the installation of the meter and associated equipment. Participant hereby consents to the installation and operation by Idaho Power and at Idaho Power's expense, of one or more additional meters to monitor the flow of electricity in each direction. Such meters shall be located on the premises of Participant and at a location specified by Idaho Power.
- 10.3 Idaho Power may periodically inspect, test, repair and replace its metering equipment. If any of the inspections or tests discloses an error exceeding two percent (2%), either fast or slow, proper correction, based upon the inaccuracy found, shall be made of previous readings for the actual period during which the metering equipment rendered inaccurate

measurements if that period can be ascertained. If the actual period cannot be ascertained, the proper correction shall be made to the measurements taken during the time the metering equipment was in service since last tested, but not exceeding three (3) billing periods, in the amount the metering equipment shall have been shown to be in error by such test. Any correction in billings or payments resulting from a correction in the meter records shall be made in the next monthly billing or payment rendered following the repair of the meter.

- 10.4 Monthly Meter Charge. In accordance with Commission Order No. 10-198, Participant shall pay a \$10 monthly meter fee for the term of this Agreement.

ARTICLE XI: BILLINGS, COMPUTATIONS AND PAYMENTS

- 11.1 On or before the forty-fifth (45th) day following the end of the Participant's billing period, Idaho Power shall send to the Participant or a Qualifying Assignee payment for Participant's Payable Generation, together with computations supporting such payment. The Participant shall elect one of the following payment options upon execution of this Agreement and may change this payment option only within 5 business days of the end of each Contract Year and only after written notice is received by Idaho Power.

- ☒ Option 1 - Payments will be paid directly to the Participant or a Qualifying Assignee as designated by the Participant and the Participant will continue to receive a standard monthly bill for electricity purchased and other standard charges as specified by the applicable tariff.
- ☐ Option 2 - Payments under this Agreement will be netted against the Participant's standard monthly bill for electricity purchased and other standard charges as specified by the applicable tariff and the Participant shall be responsible to pay any resulting amounts due as indicated on the billing.

A sample of these payment calculations is attached in Exhibit C.

- 11.2 The Participant may assign the Payment as calculated in Option 1 to a single Qualifying

Assignee and this assignee may be changed by the Participant at any time. Idaho Power shall charge the Participant a \$25 fee to process the Participant's requested change in assignees.

- 11.3 Prior to Idaho Power making any payments as specified within this Agreement the Participant must provide the payment information as specified within Exhibit B and a completed IRS Form W-9.

11.3.1 This information must be provided no later than 30 days prior to the Participant's Eligible System being assigned an Operation Date, and;

11.3.2 At any time the Participant assigns the payments to a different party than the party currently receiving the payments, and;

11.3.3 At any time the Participant wishes to revise any payee information previously provided.

Upon receipt of the payee information specified in Exhibit B, Idaho Power will provide the Participant with the IRS Form W-9 or its successor.

- 11.4 Idaho Power may deduct from any Participant's Payable Generation payment, amounts owing and delinquent more than 45 days on Participant's monthly utility bill or owing under this Agreement.

- 11.5 Corrections. Idaho Power shall have the right to adjust any payment made pursuant to Section 11.1. If Idaho Power determines an adjustment is required, Idaho Power shall provide written documentation to the Participant.

ARTICLE XII: DEFAULTS AND REMEDIES

- 12.1 Events of Default. The following events shall constitute defaults under this Agreement:

12.1.1 Breach of Material Term. Failure of a Party to perform any material obligation imposed upon that Party by this Agreement or breach by a Party of a representation or warranty set forth in this Agreement.

12.1.2 Non-delivery. The Eligible System's failure to generate any energy during any

12-month period shall constitute a default.

12.1.3 Participant is found by the Commission to have made a false certification hereunder.

12.2 Notice; Opportunity to Cure. For a default under Section 12.1.1, a defaulting Party shall have sixty (60) days to cure after receipt of written notice from the non-defaulting Party, unless specified by another Article in this Agreement. If the default is not capable of cure within the 60-day period, the defaulting Party must begin to cure the default within twenty (20) calendar days after receipt of the written default notice, and must continuously and diligently complete the cure within six (6) months of the receipt of the notice.

12.3 Termination. If a default described herein has not been cured within the prescribed time, above, the non-defaulting Party may terminate this Agreement at its sole discretion by delivering written notice to the other Party. Upon termination, the Eligible System will be disconnected at Participant's expense. The termination of this Agreement will not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination. In the event this Agreement is terminated because of Participant's default, neither Participant nor the Eligible System shall be eligible, at any location in Oregon, for subsequent volumetric incentive rates, other feed-in tariffs, or pilot programs prior to the Expiration Date. The non-defaulting Party may contest a termination by seeking dispute resolution with the Commission within 30 days of termination, else termination shall be final. The provisions of this Section 12.3 shall survive termination or expiration of this Agreement.

12.4 This Agreement shall terminate automatically if the Eligible System has not achieved an Operation Date within twelve (12) months of the Reservation Start Date.

ARTICLE XIII: INDEMNIFICATION AND LIABILITY

13.1 Indemnities

13.1.1 Indemnity by Participant - Participant shall release, indemnify and hold harmless Idaho Power, its directors, officers, agents, and representatives against and from any and all loss, fines, penalties, claims, actions or suits, including costs and attorney's fees, both at trial and on appeal, resulting from, or arising out of or in any way connected with (a) the energy generated by the Participant's Eligible System under this Agreement, (b) any facilities on Participant's side of the Participant's retail consumption meter, (c) Participant's operation and/or maintenance of the Eligible System, or (d) arising from this Agreement, including without limitation any loss, claim, action or suit, for or on account of injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction or economic loss of property belonging to Idaho Power, Participant or others, excepting only such loss, claim, action or suit as may be caused solely by the fault or gross negligence of Idaho Power, its directors, officers, employees, agents or representatives.

13.2 No Dedication. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a Party to this Agreement. No undertaking by one Party to the other under any provision of this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or to the public, nor affect the status of Idaho Power as an independent public utility corporation or Participant as an independent individual or entity.

13.3 No Consequential Damages. Except to the extent such damages are included in the liquidated damages, delay damages, cost to cover damages or other specified measure of damages expressly provided for in this Agreement, neither Party shall be liable to the other Party for special, punitive, indirect, exemplary or consequential damages, whether

such damages are allowed or provided by contract, tort (including negligence), strict liability, statute or otherwise.

ARTICLE XIV: INSURANCE

14.1 Insurance. Prior to connection of the Eligible System to Idaho Power's electric system, Participant shall secure and continuously carry insurance thereafter in compliance with the requirements of this Article 14.

14.1.1 Participant shall provide Idaho Power with annual verification of insurance coverage in the form of an insurance certificate ("ACORD Form" or the equivalent), policy, endorsements, or other documents as deemed acceptable by Idaho Power. A copy of the underlying insurance policy and/or any applicable endorsements may be required with the certificate at Idaho Power's request.

14.1.2 If the insurance coverage required in Article 14.2 is cancelled, materially changed, or lapses for any reason, Participant will immediately notify Idaho Power in writing. This notice will advise Idaho Power of the specific reason for cancellation, material change, or lapse and the steps being taken to comply with the requirements of Article 14.

14.1.3 Failure to comply with the insurance requirements of Article 14 shall constitute a Breach of Material Term as that term is defined in Article 12.1.1. If Idaho Power determines such a Breach of Material Term has occurred, the provisions governing an Event of Default in Article 12 shall apply; provided that, the time allowed to cure a default as described in Article 12.2 shall be thirty (30) days from receipt of written notice from the non-defaulting Party. If such a default is not cured within thirty (30) days, Article 12.3 shall apply.

14.2 Required Policies and Coverage. During the term of this Agreement, the Participant shall secure and continuously carry the following insurance coverage:

14.2.1 Comprehensive General Liability Insurance for both bodily injury and property damage with limits equal to \$1,000,000, each occurrence/aggregate, combined single limit. If aggregate limits become eroded due to loss/(es), Participant will immediately have its insurer replenish the aggregate limit so the minimum per occurrence requirement of \$1,000,000 is available to this project.

14.2.2 The above insurance coverage shall be placed with an insurance company with an A.M. Best Company rating of A- or better.

ARTICLE XV: FORCE MAJEURE

- 15.1 As used in this Agreement, a Force Majeure Event shall mean "any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or wrongdoing.
- 15.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event ("Affected Party") shall promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, the expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Interconnection Appendix (other than the obligation to make payments) only to the extent that the effect of the Force Majeure

Event cannot be reasonably mitigated. The Affected Party will use reasonable efforts to resume its performance as soon as possible. The Parties shall immediately report to the Commission should a Force Majeure Event prevent performance of any non-waivable obligations required by Commission rules.

ARTICLE XVI: ASSIGNMENT

- 16.1 This Agreement may be assigned to an Idaho Power retail consumer that is residing at the same address where the Eligible System is installed and said consumer is eligible to participate in this program.

ARTICLE XVII: DISPUTES

- 17.1 Nothing in this Agreement shall restrict or enlarge the rights of any Party to file a complaint with the Commission under relevant provisions of the Commission's rules.

ARTICLE XVIII: MISCELLANEOUS

- 18.1 Amendment. The Parties may amend this Agreement only by a written instrument duly executed by both Parties in accordance with the provisions of the applicable Commission rules and Orders, or by the Commission for good cause shown.
- 18.2 No Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, or where permitted, their successors in interest or their assigns.
- 18.3 Counterparts. This Agreement may be executed in one or more counterparts, whether electronically or otherwise, and each counterpart shall have the same force and effect as an original Agreement and as if all the Parties had signed the same document.
- 18.4 No Partnership. This Agreement will not be interpreted or construed to create an

association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

- 18.5 Severability. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of the Agreement shall remain in full force and effect.
- 18.6 Several Obligations. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation or liability between the Parties. If Participant includes two or more parties, each such party shall be jointly and severally liable for Participant's obligations under this Agreement.
- 18.7 Waiver. Any waiver at any time by either Party of its rights with respect to a default under this Agreement or with respect to any other matters arising in connection with this Agreement must be in writing, and such waiver shall not be deemed a waiver with respect to any subsequent default or other matter.
- 18.8 Subcontractors. Nothing in this Agreement shall prevent a Party from using the services of any subcontractor, or designating a third-party agent as one responsible for a specific obligation or act required in the Agreement (collectively subcontractors), as it deems appropriate to perform its obligations under the Agreement; provided, however, that each Party will require its subcontractors to comply with all applicable terms and

conditions of the Agreement in providing such services and each Party will remain primarily liable to the other Party for the performance of the subcontractor.

18.8.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made. Any applicable obligation imposed by the Agreement upon the hiring Party shall be equally binding upon, and will be construed as having application to, any subcontractor of such Party.

18.8.2 The obligations under this Section will not be limited in any way by any limitation of a subcontractor's insurance.

ARTICLE XIX: ENTIRE AGREEMENT

19.1 This Agreement (including all Exhibits and Appendices, and attachments thereto) supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding Idaho Power's purchase of Payable Generation from the Eligible System.

ARTICLE XX: NOTICES

20.1 All written notices under this Agreement shall be directed as follows and shall be considered delivered when deposited in the U. S. Mail, first-class postage prepaid, as follows:

To Participant: City of Ontario
 444 SW 4th St
 Ontario, OR 97914

To Idaho Power: Oregon Solar Photovoltaic Pilot Program
 Idaho Power Company
 P. O. Box 70
 Boise, Idaho 83707

20.2 The Parties may change the person to whom such notices are addressed, or their addresses, by providing written notices thereof in accordance with this Section 20.2. Payee and/or Qualified Assignee changes shall be provided as specified in Article 11 and Exhibit B and submitted to the Idaho Power notification address as specified in section 20.1 above.

IN WITNESS WHEREOF, The Parties hereto have caused this Agreement to be executed in their respective names on the dates set forth below:

Idaho Power Company

By Lisa A. Brown

Date 9.20.12

Manager – City of Ontario
"Participant"

By [Signature]

Date 9/10/12

Recorder – City of Ontario

By [Signature]

Date Sep 10, 2012

Attorney – City of Ontario

By [Signature]

Date 9-13-2012

EXHIBIT A

PROJECT NO. 90000063

Eligible System Name: City of Ontario PV Array #5 – CITY HALL

Eligible System Description

All information required by this Exhibit must be provided prior to Idaho Power establishing an Operation Date for this Eligible System.

A-1 DESCRIPTION OF ELIGIBLE SYSTEM

Nameplate Capacity: 9.6kW Total Installed Cost: \$ 60,000

Photovoltaic Module Cost: \$ 10,760 Total Financing Cost: \$ 6,000

Federal Tax Credit: \$18,000

Financing Term: (including fees paid, loan term, and interest rate secured):
\$1,000 fee per project underwriting, 5-year loan @ 10%

Non-photovoltaic Module Cost (including inverters, other hardware, labor, overhead and regulatory compliance cost): \$ 36,000

Building Integrated, Stationary Rack mounted or Tracking System Installation:
FIXED ROOF BALLAST MOUNTED

Crystalline Silicon or Thin Film: Crystalline Silicon

Expected In Service Date: 09/15/12

Expected Annual Energy Output: 13,600 kW

Customer Retail Electrical Service Class: O09S

Additional Description: _____

EXHIBIT A (Continued)

**A-2 PARTICIPANT'S ADDRESS WHERE ELIGIBLE SYSTEM IS PERMANANTLY
INSTALLED:**

Street: SW 4th St
Address: 444 SW 4th St
City: Ontario State: OR Zip: 97914
GPS Coordinates: 44°01'25.60"N 116°58'07.76"W

A-3 NAME AND ADDRESS OF SOLAR INSTALLER OR CONTRACTOR

Business Name: SITE BASED ENERGY
Contact: Paul Conrad
Street: 21 Comet Lane unit D
Address: PO Box 3432
City: Hailey State: ID Zip: 83333

A-4 NAME AND ADDRESS OF QUALIFING SYSTEM FINANCIER

Business Name: SITE BASED ENERGY
Contact: Paul Conrad
Street: 21 Comet Lane unit D
Address: PO Box 3432
City: Hailey State: ID Zip: 83333

EXHIBIT B

PROJECT NO. 90000063

Eligible System Name: City of Ontario PV Array #5 – CITY HALL

Payee and/or Assignee Information

This information must be provided prior to Idaho Power making any payments to the Participant or a Qualified Assignee identified by the Participant.

At any time during the term of this Agreement, if the Participant wishes to change the payment information as previously provided, the new payment information must be provided on this form.

Payee Name: SBE OREGON LLC

Payee Address: PO BOX 3432

Payee City: Hailey State: ID Zip: 83333

Yes No Is the above designated Payee a party a different party then the Participant?

Yes No Is the above designated Payee a Qualifying Assignee as defined within this Agreement?

If Yes, please provide information that validates the Qualifying Assignee's qualifications:

SBE OREGON, LLC [payment assignee] is the financier of the system and as such, has a contract with Ontario, Oregon [participant] for Volumetric Incentive Rate payments of the system

The information provided above is true and accurate.

Participant's Name: Clay A. Henry
(Please print – must be the Participant to this Agreement)

Participant's Signature: [Signature] Date: 7/10/12

EXHIBIT C

PROJECT NO.

Eligible System Name:

Example - VIR Payment Calculation

	Customer Usage	Current Standard Customer Base Rate	Current Monthly Charge
<u>Service Charge</u>	1	\$8.00	\$8.00
<u>Energy Charge</u>			
0-300 kWh	300	\$0.060253	\$18.08
All kWh over 300	1,700	\$0.073884	\$125.60
Total	2,000 kWh		\$143.68
		Total Base Charges	\$151.68
<u>Additional Charges</u>			
EE Rider	\$147.11	3.00%	\$4.55
PSA	2,000 kWh	\$0.003507	\$7.01
APCU	2,000 kWh	\$0.000970	\$1.94
Oregon Solar Investment	\$151.68	1.50%	\$2.28
Total Customer Monthly Bill			\$168.60
Less: Volumetric Incentive Net Metering Credit			
	<u>Measured Generation</u>	<u>Average Retail Rate</u>	
	1,000 kWh	\$0.071840	(\$71.84)
Customer Billing			\$95.62

EXHIBIT C (Continued)

Average Retail Rate Calculation

Total Energy Charges	\$143.68
Total Consumption	2,000 kWh

Average Retail Rate	\$0.071840
----------------------------	-------------------

Volumetric Payment Calculation

	Use	Current Standard Customer Base Rate	Current Monthly Charge
<u>Meter Charge</u>	1	\$10.00	\$10.00
Volumetric Incentive Rate (VIR)		\$0.317000	(per Schedule 88)
Less: Average Retail Rate		\$0.071840	
Applicable VIR		\$0.245160	

Eligible System Generation Payment

Measured Generation 1,000 kWh	\$0.245160	\$245.16
-------------------------------------	------------	----------

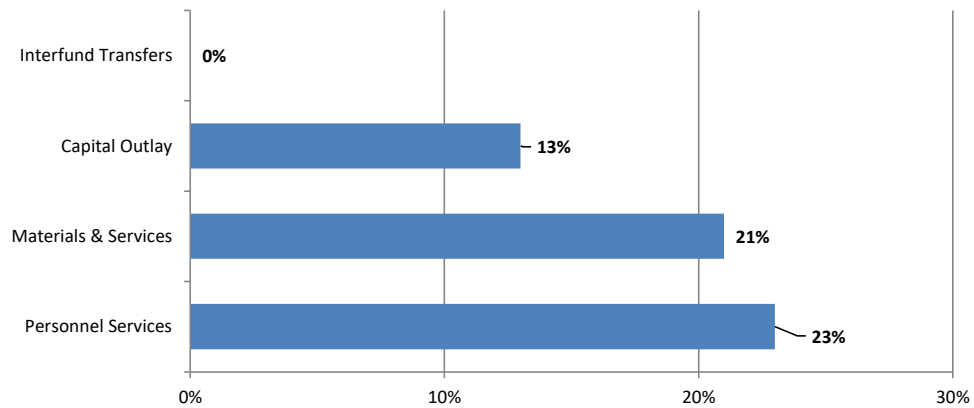
Total VIR Payment to the Customer	\$235.16
--	-----------------

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENSE
FOR THE PERIOD ENDED
SEPTEMBER 30, 2020**

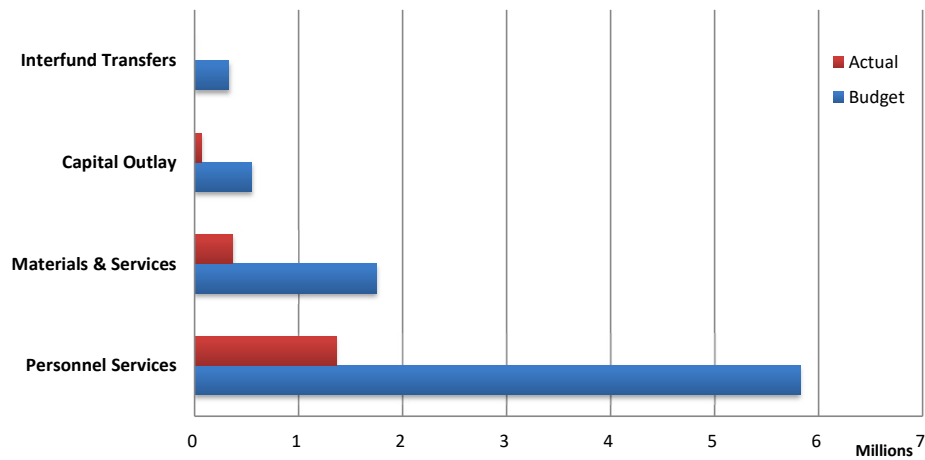
DEPARTMENT	BUDGET	ACTUAL	% EXPENDED	COMMENTS
Parks	316,250	31,182	9.9%	
Parks & Recreation	316,250	31,182	9.9%	
Fire	1,672,809	376,375	22.5%	
Code Enforcement	244,722	46,403	19.0%	
Police	3,939,857	853,070	21.7%	
Police reserves	6,165	235	3.8%	
Emergency operations	-	18,312	#DIV/0!	
Public Safety Total	5,863,553	1,294,395	22.1%	
Administration	497,012	107,083	21.5%	
City Council	25,362	2,331	9.2%	
Business Registration	1,100	6	0.5%	
Cemetery	174,381	28,207	16.2%	
Finance	245,849	54,307	22.1%	
Technology	175,051	51,125	29.2%	License timing
General Government Total	1,118,755	243,058	21.7%	
Community development	217,248	37,902	17.4%	
Community Development	217,248	37,902	17.4%	
Administrative Overhead	629,250	184,145	29.3%	Liability Insurance timing
Non-Departmental Contributions	80,000	10,000	12.5%	
Other Total	709,250	194,145	27.4%	
Operating Transfers Out	225,440	-	0.0%	
GENERAL FUND TOTALS	\$ 8,450,496	\$ 1,800,682	21.3%	
YTD BUDGET BENCHMARK			25.0000%	

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENSE
FOR THE PERIOD ENDED
SEPTEMBER 30, 2020**

% Expended by Category



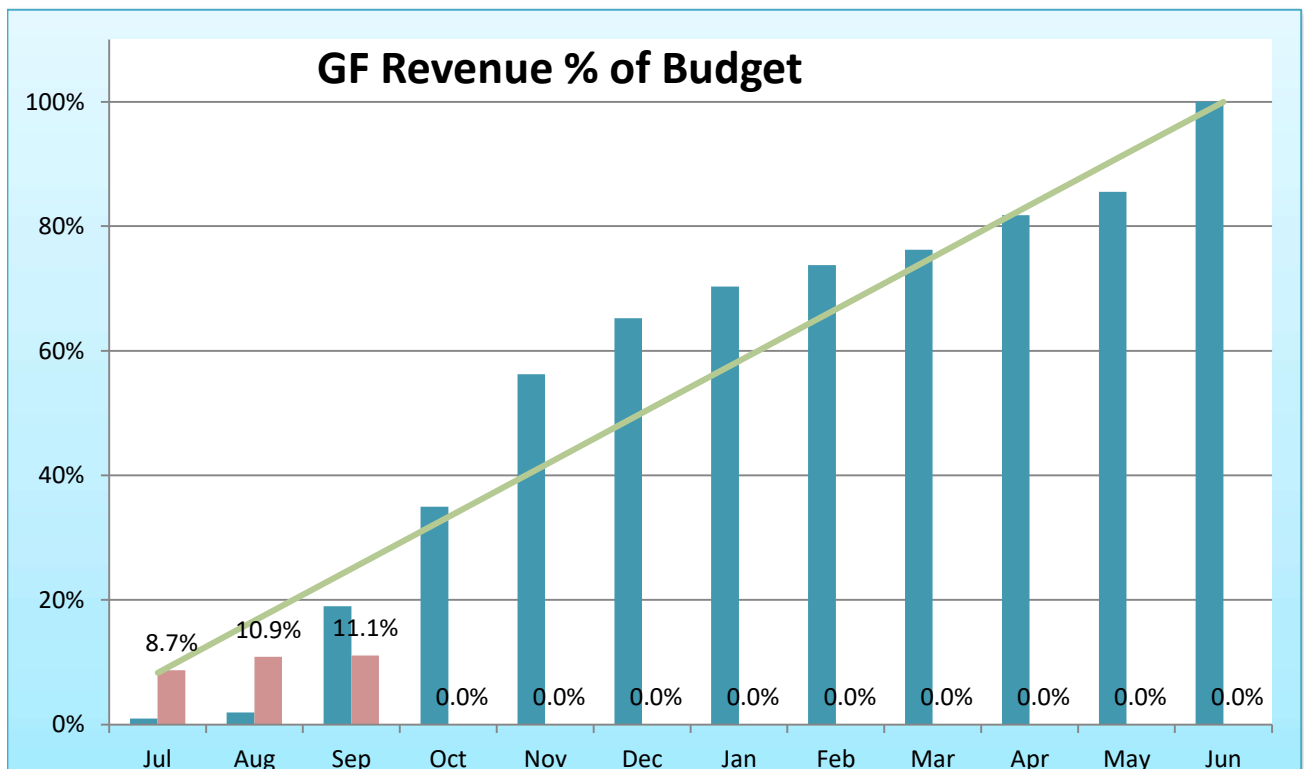
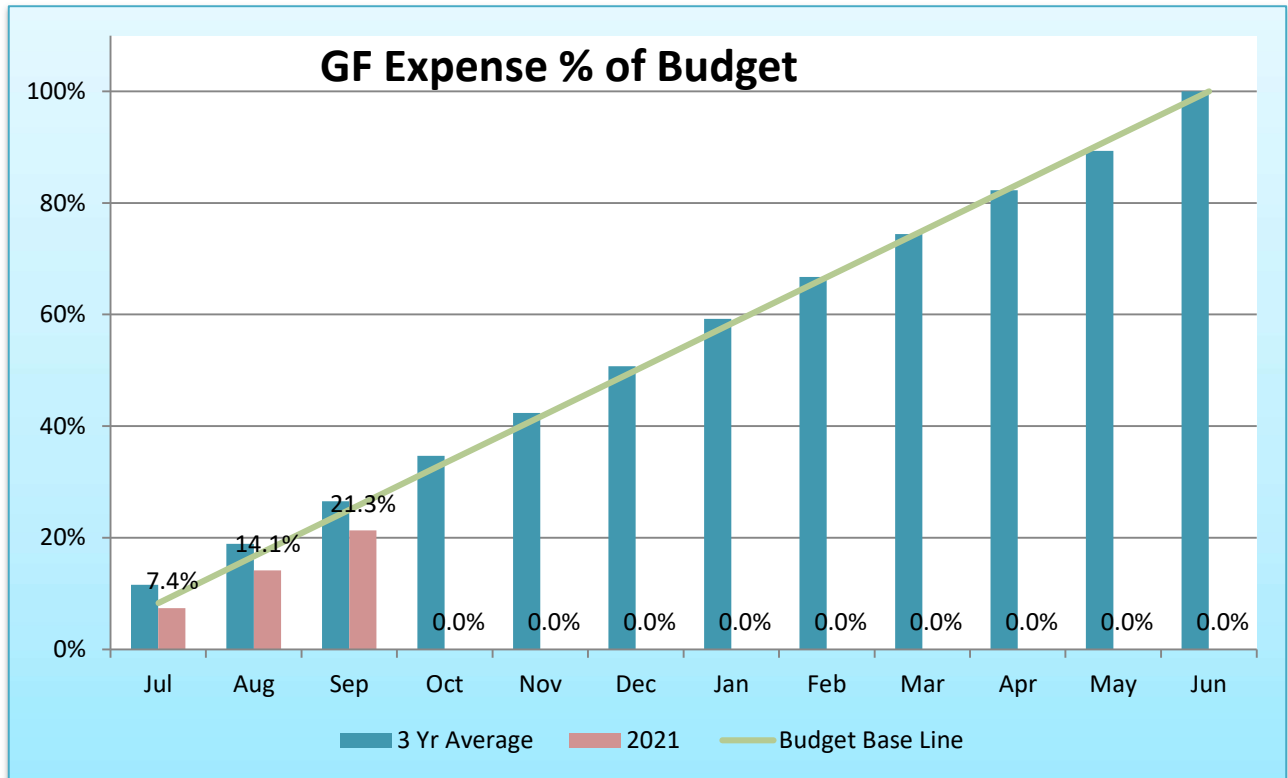
Budget to Actual by Category



**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT REVENUE
FOR THE PERIOD ENDED
SEPTEMBER 30, 2020**

DEPARTMENT	BUDGET	ACTUAL	% REALIZED	COMMENTS
GENERAL FUND BEGINNING FUND BALANCE	2,013,564	3,084,708	153.2%	(not calculated in totals) (Local marijuana tax \$852,248 over budget)
Parks	2,000	300	15.0%	
Parks & Recreation	2,000	300	15.0%	
Fire	134,572	50	0.0%	
Code Enforcement	48,800	809,991	1659.8%	
Police	423,799	65,420	15.4%	
Dispensary Business License	43,400	18,600	42.9%	
COVID-19 Grant	-	11,120	#DIV/0!	
Public Safety Total	650,571	905,181	139.1%	
Interest	65,000	7,372	11.3%	
State Revenue Sharing	136,635	-	0.0%	
Administrative Services	497,148	124,287	25.0%	
Other General Revenues	8,485	1,756	20.7%	
Property Taxes	3,755,617	43,445	1.2%	
Alcohol Bvg License & Fee	246,582	20,830	8.4%	
Cigarette tax	12,979	2,298	17.7%	
Marijuana tax	1,100,000	-	0.0%	
Franchise Fees	1,632,298	-	0.0%	
Business Registration	2,500	170	6.8%	
Cemetery	45,000	20,375	45.3%	
General Government Total	7,502,244	220,533	2.9%	
Planning & Zoning	4,450	2,847	64.0%	
Community development	4,450	2,847	64.0%	
GENERAL FUND REVENUE TOTALS	\$ 8,159,265	\$ 1,128,860	13.8%	
YTD CURRENT YEAR PROFIT(LOSS)	\$ (671,822)			
YTD BUDGET BENCHMARK	25.0%			 -11.2%

**CITY OF ONTARIO
GENERAL FUND
FOR THE PERIOD ENDED
SEPTEMBER 30, 2020**



**CITY OF ONTARIO
OTHER FUNDS - DEPARTMENT EXPENSES AND REVENUE
FOR THE PERIOD ENDED
SEPTEMBER 30, 2020**

DEPARTMENT/FUND	EXPENDITURES				REVENUES		
	BUDGET	ACTUAL	% EXPENDED		BUDGET	ACTUAL	% REALIZED
002 Marijuana Enforcement Fund	50,000	-	0.0%		50,000	18,380	36.8%
010 Grant Fund	202,500	74,835	37.0%		202,500	12,957	6.4%
027 Building Fund	201,012	35,880	17.8%		385,352	44,801	11.6%
030 Capital Projects Fund	909,181	49,882	5.5%		3,449,111	174,619	5.1%
031 SDC Fund	485,615	-	0.0%		485,615	412	0.1%
045 Street Fund	2,609,042	649,542	24.9%		2,609,042	369,413	14.2%
050 Trust Funds	776,631	74,615	9.6%		776,631	84,268	10.9%
055 Reserve Funds	1,283,945	61,163	4.8%		2,536,446	125,883	5.0%
060 Revolving Loan Fund	422,667	87,040	20.6%		422,667	204,500	48.4%
105 Water Fund	3,547,062	644,047	18.2%		4,829,298	1,035,340	21.4%
110 Sewer Fund	4,985,166	672,074	13.5%		7,850,774	886,422	11.3%
115 Storm Sewer Fund	288,710	50,232	17.4%		557,305	28,064	5.0%
120 Airport Fund	343,886	34,492	10.0%		343,886	41,786	12.2%
125 Aquatic Fund **	100,000	109,100	109.1%		100,000	-	0.0%
Comments:							
YTD BUDGET BENCHMARK			25.0%				

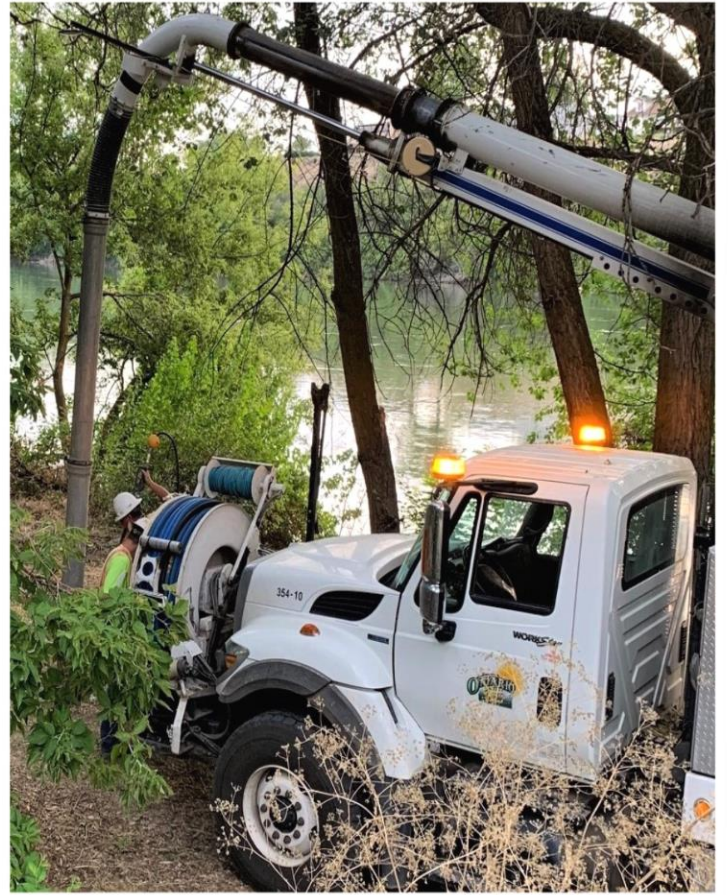
**CITY OF ONTARIO
BUDGET RESOLUTIONS
FOR THE PERIOD ENDED
SEPTEMBER 30, 2020**

RESOLUTION #	FUND	DEPARTMENT	ACCOUNT	BUDGET CHANGE	NET CHANGE
2020-133	RESERVE FUND	PUBLIC SAFETY FUND	BALLISTIC TRAUMA PLATES	\$ (8,245)	\$ -
2020-133	RESERVE FUND	PUBLIC SAFETY FUND	RADIO EQUIPMENT	\$ 8,245	
2020-134	STREET FUND	STREET FUND	STREET SEALING	\$ (60,000)	\$ -
2020-134	STREET FUND	STREET FUND	CRACKFILL	\$ (27,541)	
2020-134	STREET FUND	STREET FUND	ADA COMPLIANCE PROJECT	\$ 87,541	
2020-134	STORM SEWER FUND	STORM SEWER FUND	CONTINGENCY	\$ (12,000)	\$ 12,000
2020-134	STORM SEWER FUND	STORM SEWER FUND	DOWNTOWN STORM DRAINS	\$ 12,000	

Jacobs

July – Sept. 2020

Quarterly Report



July – Sept.
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.....2-9

WATER TREATMENT PLANT SUMMARY.....10-16

WASTEWATER TREATMENT PLANT SUMMARY17-20

PARKS AND CEMETERY/FACILITIES SUMMARY21-23

ENGINEERING DIVISION SUMMARY.....24-31

APPENDIX.....32-34

FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES JUNE 21 – JULY 20:

- Staff are working on installing air cleaning systems on the City Hall Building HVAC system.
- The Public Works office is closed to public and all non-essential employee access.
- Jacobs has had two confirmed COVID-19 cases in their Ontario operations staff this week. Jacobs staff that have had contact with the two positive cases have been tested and are in self-isolation until the results of their tests are available.
- Jacobs has had no additional positive COVID-19 cases since July 6th. Two associates who were in isolation have received negative COVID tests and are back at work.
- The Oregon Street project to realign the center line and re-slope the crown of the roadway on sections of 1st, 2nd and 3rd Avenues is complete. The initial layer of asphalt has been placed. A second layer will be laid down when South Oregon is paved.
- TVCC trail markings are being painted as weather permits
- Speed bumps for the TVCC trail have been installed.
- Installed Bump Ahead signs for the TVCC trail crossing on SW 11th Ave.
- The asphalt milling on South Oregon occurred July 6th & 7th. Jacobs provided the dump trucks and labor to haul all the millings to a stockpile by the old Public Works shop.
- The new layer of asphalt was laid on South Oregon July 9th & 10th.
- Center line striping, parking stall marking, and hot taping South Oregon is scheduled for next week.
- Topsoil has been placed in the planter bulb-outs.
- The South Oregon project is in the final stage of completion. The planter bulb-outs are the only large item left to complete. As work crews have time, they will be placing weed barrier and gravel chips in the bulb-outs. The planting of vegetation will occur later in the summer.
- Crews have been working to control ground cover growth along East Idaho Ave.
- Garbage cans, benches and bike racks on South Oregon will be installed as time allows.
- Swept the chip seal area prepping for the FOG seal Scheduled July 24th.
- Continued sweeping the entire town.
- Painted all the parallel and angle parking stall on the Down-town area including the S. Oregon project.
- Removed the weeds on E. Idaho in the underpass and sidewalk area.
- Trimmed the remaining ground cover on E. Idaho on the south side.
- Removed weeds and mowed on NW Washington.
- Water maintenance – replaced broken box, leaking back check, repaired 1 leaking service that was not in use and needed abandoned.
- Weekly lift Stations and building inspections.
- Weekly equipment and vehicle inspections.
- Removed 4 cases of graffiti.



FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES JUNE 21 – JULY 20:

- Painted the intersections along the TVCC trail.
- Started replacing the thermo plastic crosswalk bars that are wore out.
- Started painting cross walks throughout town.
- 23 water services were turned on customer request.
- 19 water services were shut off customer request.
- 30 water services were on/off read only customer request.
- 11 new water meters were installed.
- 8 water meters were changed out for non-functioning.
- 5 water services were checked for leaks customer request.
- 5 water services were shut off for leak repairs by the customer.
- 4 water services were turned on and verified the leak was repaired by customer.
- 2 water services were checked for consumption issues.
- 58 utility locates were completed.



FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES JUNE 21 – JULY 20:



South Oregon Street Project



FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES JULY 21 – AUGUST 20:

- The Public Works office is closed to public and non-essential employee access.
- Jacobs had two employees self-isolating due to direct contact with COVID positive cases. Neither employee is exhibiting any symptoms.
- Jacobs had one COVID-19 positive case who is self-isolating until symptoms improve. At this time, it is believed that none of Jacobs Ontario staff have been exposed to this case.
- Completed a full town sweep.
- Swept the primary and secondary routes addition time.
- Swept Downtown 2 times on Friday mornings.
- Continued hot taping crosswalks and directional arrows and school zone around town.
- Installed a weed barrier and rock into the new S. Oregon bulb outs.
- Mowed and trimmed weeds throughout town on City ROW.
- Crews have removed the sunken sidewalk and gutter at Aquatic Center and poured new gutter and will pour sidewalk soon.
- Crews sealed and painted the Skate Park Bathroom this week.
- Started to construct the holding pit for the Bio-solids removal project at Skyline Farm.
- Garbage cans, benches and bike racks on South Oregon will be installed as time allows.
- Main break was repaired by Knife River, A Boil Water notice was issues to the 17 affected residents. Samples were collected and taken to Analytical Lab for analysis. All samples were absent and the Boil Water notice was cancelled.
- Water maintenance throughout town.
- Sign maintenance throughout town.
- A new sign was installed above the Gun Range at Skyline with Flags. Making people aware of the danger prior to entering the property.
- An irrigation line on N. Dorian Dr. was plugged and crews removed silt and a large coupler from the section. Drainage has improved
- Weekly lift station, building and equipment inspections.
- Generator maintenance is being performed at the lift stations.
- Painted fog line of TVCC Trail.
- Continued work on installing the Delineators along SW 14th Ave. on the TVCC Trail.
- 2 fire hydrants were hit by vehicles requiring them to be rebuilt.
- 74 utility locates were completed.
- 29 water services were turned on customer request.
- 24 water services were shut off customer request.
- 1 water service was turned on from the non-payment list.
- 20 water services were on/off read only customer request.
- 43 meters were changed out due to non-functioning.
- 10 water services were checked for leaks customer request.
- 4 water services were shut off for leaks customer request.

FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES JULY 21 – AUGUST 20:

- 3 water services were turned on and verified leak repaired by the customer.
- 9 water services were checked for consumption issues.



Top: Fog sealing the road.



Bottom: New warning sign installed above the Gun Range at Skyline.

FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES AUGUST 21 – SEPTEMBER 20:

- The Public Works office is closed to public and non-essential employee access.
- Constructed the holding pit for the Bio-solids project at Skyline.
- Water maintenance throughout town.
- Swept the downtown and underpass area 2 additional times.
- Pot-hole repair in the underpass and E. Idaho Ave.
- Sign maintenance throughout town.
- Hot taping directional arrows around town.
- Garbage cans, bike racks and benches have been installed on South Oregon.
- All bulb outs on the South Oregon Street project have the fabric and chips in place. Ornamental vegetation has been planted.
- Crews are working on Skate Park bathroom.
- Staff members are working on vegetation control on City property.
- Crews have finished building the storage area for bio-solids at Skyline Farms. They have also improved the haul road on the south and east side of the property and laid gravel for a “track-out” zone to keep empty haul trucks from tracking bio-solids down the road.
- Potholes on NE 4th and East Idaho have been filled with patch material, however ODOT has responsibility for maintaining this section of road.
- Staff have been working on “put-in” trailhead for the Malheur River Water Trail.
- The open section of the Dorian Ditch along the east side of NW 22nd St. was backing up. Crews found that debris had blown into the ditch with the high winds earlier in the week. Once they cleared the debris, the ditch began flowing.
- Installed new Skyline access Closed to the public signs due to Bio-solids Project.
- Repaired a 12” water main leak on SE 5th Ave., with a contractor’s assistance.
- Paved back all of our trenches and excavations from water maintenance that were done.
- Pulled the roofing material back down and placed plastic over the damage on the gun range training building that was damaged in a high MPH windstorm.
- Built a path from the Malheur River floating site parking lot to the riverbank.
- Mowed and trimmed weeds on City owned right away.
- Started crack sealing W. Idaho Ave. from NW 2nd St. to Verde Dr. and this will continue this fall as weather allows.
- Rebuilt a fire hydrant that was struck for the 2nd time in 2 months on SW 4th St. near the Argus.
- Assisted in setting the large rock in the bulb outs on S. Oregon/SW 1st Ave.
- Large equipment service, dump trucks, loader and back hoes. Changed the oil and filters.
- Replaced the 4 conveyor bearings on the Eagle mechanical sweeper, adjusted the belt after they were changed.
- Fenced off the pavilions in the parks due to COVID-19 and having gatherings that are banned at this time.
- 18 water services were turned on customer request.
- 24 water services were shut off customer request.

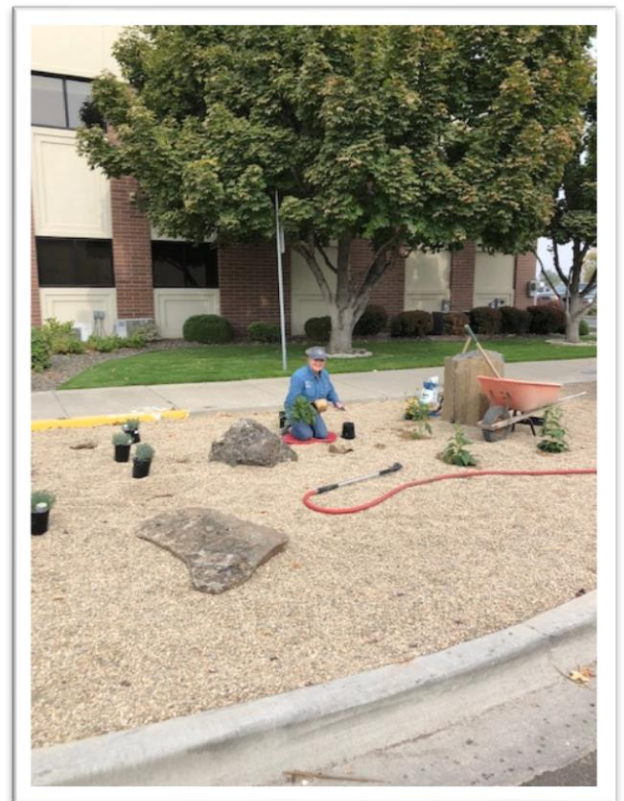
FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES AUGUST 21 – SEPTEMBER 20:

- 34 water services were on/off read only customer request.
- 37 water meters were changed out for non-functioning.
- 5 new water meters were installed.
- 10 water services were shut off for repairs customer request.
- 12 water services were checked for consumption issues.
- 7 water services were checked for high consumption.
- 7 water services were turned on and verified leaks repaired.
- 7 water services were checked to verify still locked off.
- 43 utility located were completed.



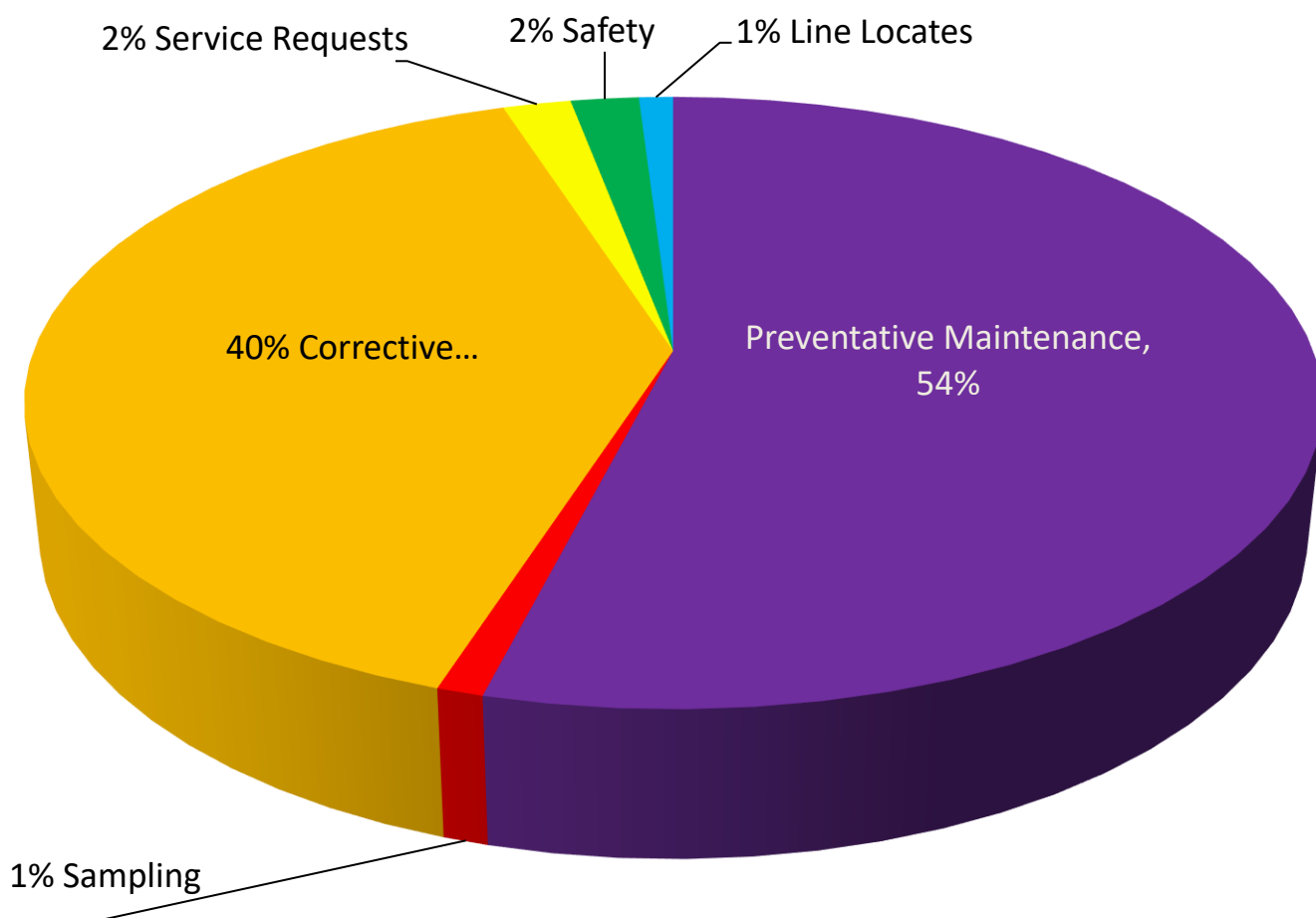
Top: Repaired a 12" water main leak on SE 5th Ave., with a contractor's assistance.



Bottom: Assisted in setting the large rock in the bulb outs on S. Oregon/SW 1st Ave.

FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

**Work Orders
July – September 2020
Actual Hours by Work Order Type**



WATER TREATMENT PLANT SUMMARY

ACTIVITIES JUNE 21 – JULY 20:

- Minimized staff due to COVID-19 operation requirements.
- The water plant is operating well.
- Water treatment staff run diagnostic checks (jar testing) weekly to ensure that the chemical dosing is correct for the river water quality.
- Both clarifiers in the “old plant” have been drained, cleaned and inspected.
- Clarifier #1 in the “old plant” flocculator primary and secondary drive sprockets and chains have been replaced.
- Weed control around the Water Treatment plant and the booster stations continues throughout the weed growing season.
- Monthly Bacterial samples taken.
- Quarterly Disinfection By Product (DBPs) sampling complete.
- Annual sampling complete.
- Annual CCR notification was sent to Oregon Health Authority (OHA).
- Worked with Ontario Police Dept to evict illegal campers around the water treatment plant and well field.
- Additional no camping and no trespass signs were installed.
- Wells #6 and #15 are showing minor bacterial contamination following the maintenance work last month. The wells are currently undergoing a sanitation soak. This soak will be followed by another round of lab. Staff will wait for the results of the testing before putting the wells back into production. (Neither well has been in production since they were taken offline for maintenance.)
- Well #15 is producing 195 Gallons per minute up from the 70-100 gallons per minute when taken offline.
- Well #15 is producing 225 Gallons per minute up from the 50 gallons per minute when taken offline.
- Well #15 has received a clean bill of health. Will be contacting Bill Goss, OHA, and notifying him that Well #15 is being put online.
- Well #6 is still showing low levels of total coliform group bacteria. Jacobs staff is working with Bill Goss as well as internal resources to develop a path forward.
- With Well #6 now online, all production wells are in service.
- Crews are performing clarifier maintenance.
- Quarterly disinfection by-product samples have been taken and sent to an off-site lab for testing.
- June’s MOR has been submitted.
- Snake River flow is dropping, and the amount of debris is dropping as well. Operators are jar testing to ensure proper chemical use in the water treatment process.
- East Side Booster Pump #3 may have a failed bearing in the motor. The unit is offline for removal and rehab. Motor is back online but, is still noisy. Still working the problem.
- Idaho Power is requesting load shedding during hot days.
- Campers in the water treatment area. Crews will be posting new signage.
- Adding river water to the Westech system.
- Water level in the storage reservoirs at desired levels.

WATER TREATMENT PLANT SUMMARY

ACTIVITIES JUNE 21 – JULY 20:



Upper Left: Jacobs Staff performing weed maintenance at Water Plant.



Upper Right: Jacobs Staff replacing flow meter on Skyline pivot #1.

Bottom:
Jacobs Staff performing weed maintenance at Water Plant.



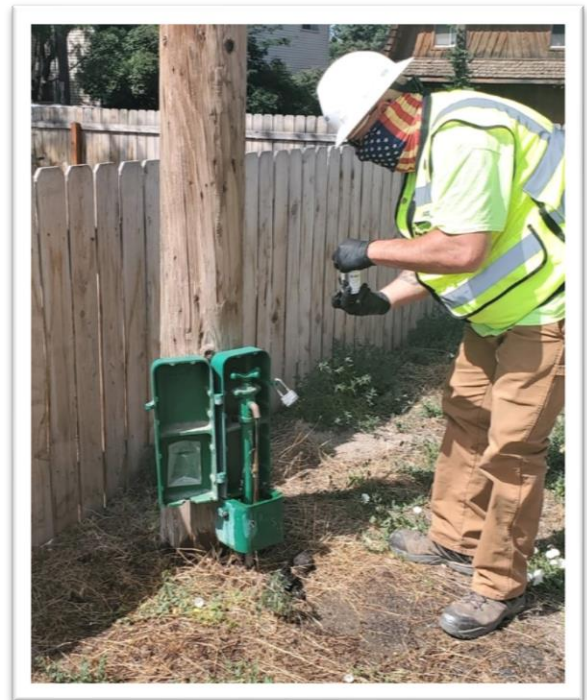
Jacobs

WATER TREATMENT PLANT SUMMARY

ACTIVITIES JULY 21 – AUGUST 20:

- Minimized staff due to COVID-19 operation requirements.
- Water level in the storage reservoirs is being maintained at desired levels.
- Water treatment staff run diagnostic checks (jar testing) weekly to ensure that the chemical dosing is correct for the river water quality.
- Weed control around the Water Treatment plant and the booster stations continues throughout the weed growing season.
- Monthly Bacterial samples taken.
- Campers in the water treatment area. Crews will be posting new signage.
- Annual pump maintenance was performed on river, main plant lift pumps and pumps at the booster stations.
- Clearing of caustic soda lines continues, scheduling to replace lines.
- Canyon Booster Station sample tap repaired.
- New pressure gages installed on all pumps at Canyon Booster Station.
- East Side Booster Pump #3 may have a failed bearing in the motor. The unit was taken offline for removal and rehab. Motor is back online, but still noisy. Staff is still working to identify the problem. VFD reprogramming seems to have mitigated the noise.
- Booster Pump #2 at West Side Reservoir failed unexpectedly. The pump is at Priest Electric being rebuilt and a new impeller is being installed.
- Idaho Power is requesting load shedding during hot days. 2 of 3 events.
- Idaho Power is doing maintenance and will need the water off line Monday night (August 10th) 10 – 2. WTP and one lift station.
- Dynsmic mixer VFD optimization.
- Bench Reservoir recirc motor is failing.

Jacobs staff member taking weekly bacterial samples in the water distribution system.



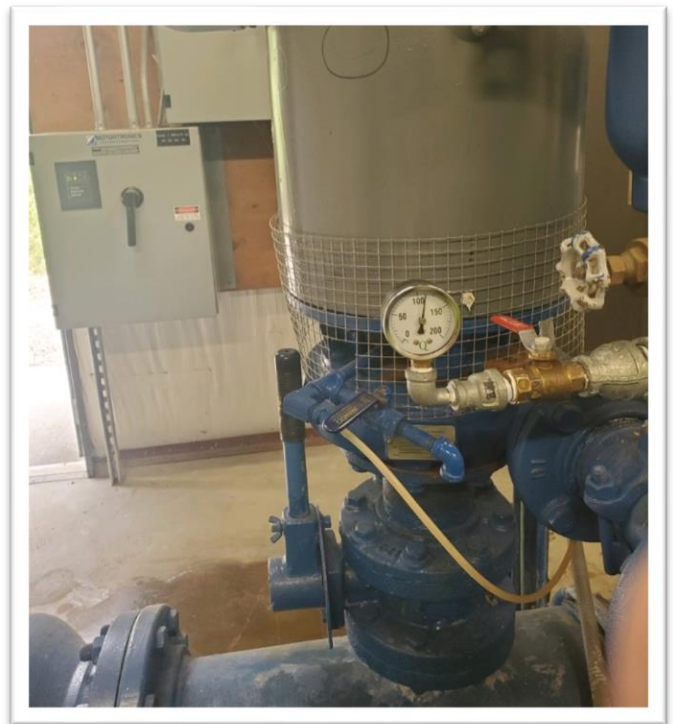
WATER TREATMENT PLANT SUMMARY

ACTIVITIES JULY 21 – AUGUST 20:



Top: Jacobs staff member taking grab sample at Water Treatment Plant.

Bottom: New pressure gauges installed at the Canyon Booster Station.

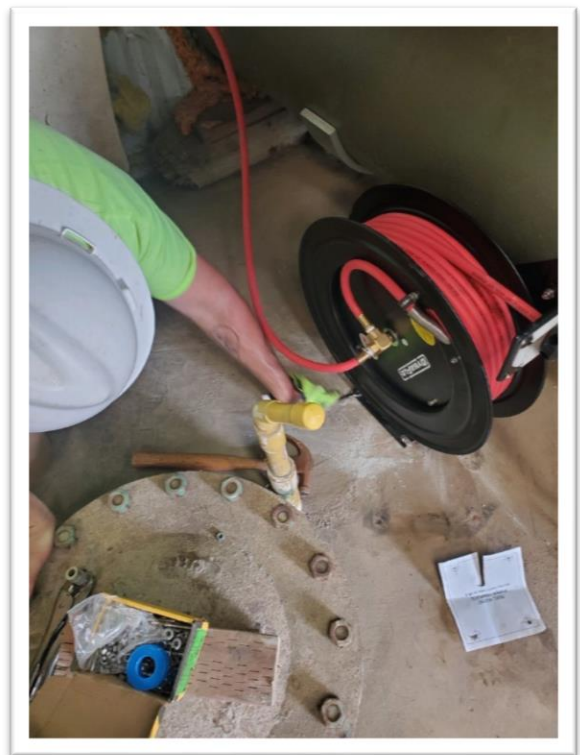


WATER TREATMENT PLANT SUMMARY

ACTIVITIES AUGUST 21 – SEPTEMBER 20:

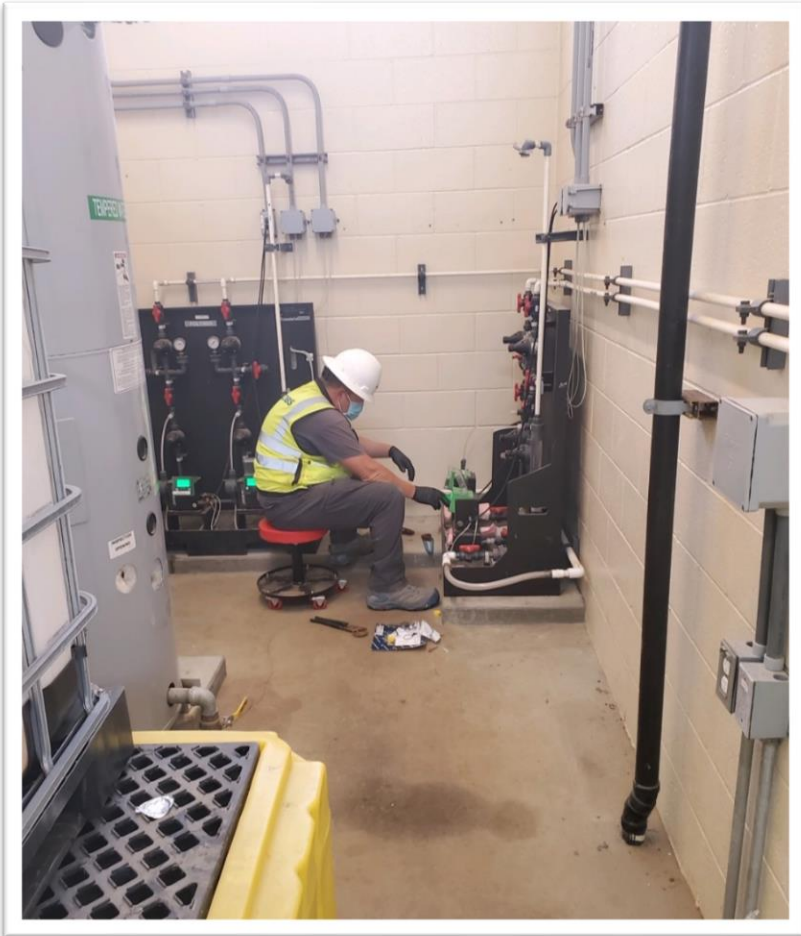
- Minimized staff due to COVID-19 operation requirements.
- Water level in the storage reservoirs is being maintained at desired levels.
- Water treatment staff run diagnostic checks (jar testing) weekly to ensure that the chemical dosing is correct for the river water quality.
- Weed control around the Water Treatment Plant and the booster stations continues throughout the weed growing season.
- Monthly bacterial samples taken.
- Both clarifiers in the main plant drained cleaned, flocculator primary and secondary drive sprockets and chains.
- Replaced/repared vandalized no trespass/no camping signs in the river well field area.
- Staff is performing routine chemical pump maintenance and annual motor maintenance.
- Jacobs will be scheduling clarifier maintenance for this week and next.
- Water level in the storage reservoirs is being maintained at desired levels.
- There is one final chemical pump due for routine annual maintenance.
- #2 Booster Pump at Westside Reservoir is still down. The vendor supplying repair parts does not have an estimated time when parts will be onsite.
- The clarifier maintenance for last week and this week is finished. Nothing out of the ordinary was encountered.
- The wooded area around the water treatment area doesn't appear to have unauthorized camping. A couple of the "No Trespassing" signs have been vandalized, but not to the point where they became illegible.

Jacobs Staff: Installing an air hose reel at the Water treatment plant.



WATER TREATMENT PLANT SUMMARY

ACTIVITIES AUGUST 21 – SEPTEMBER 20:



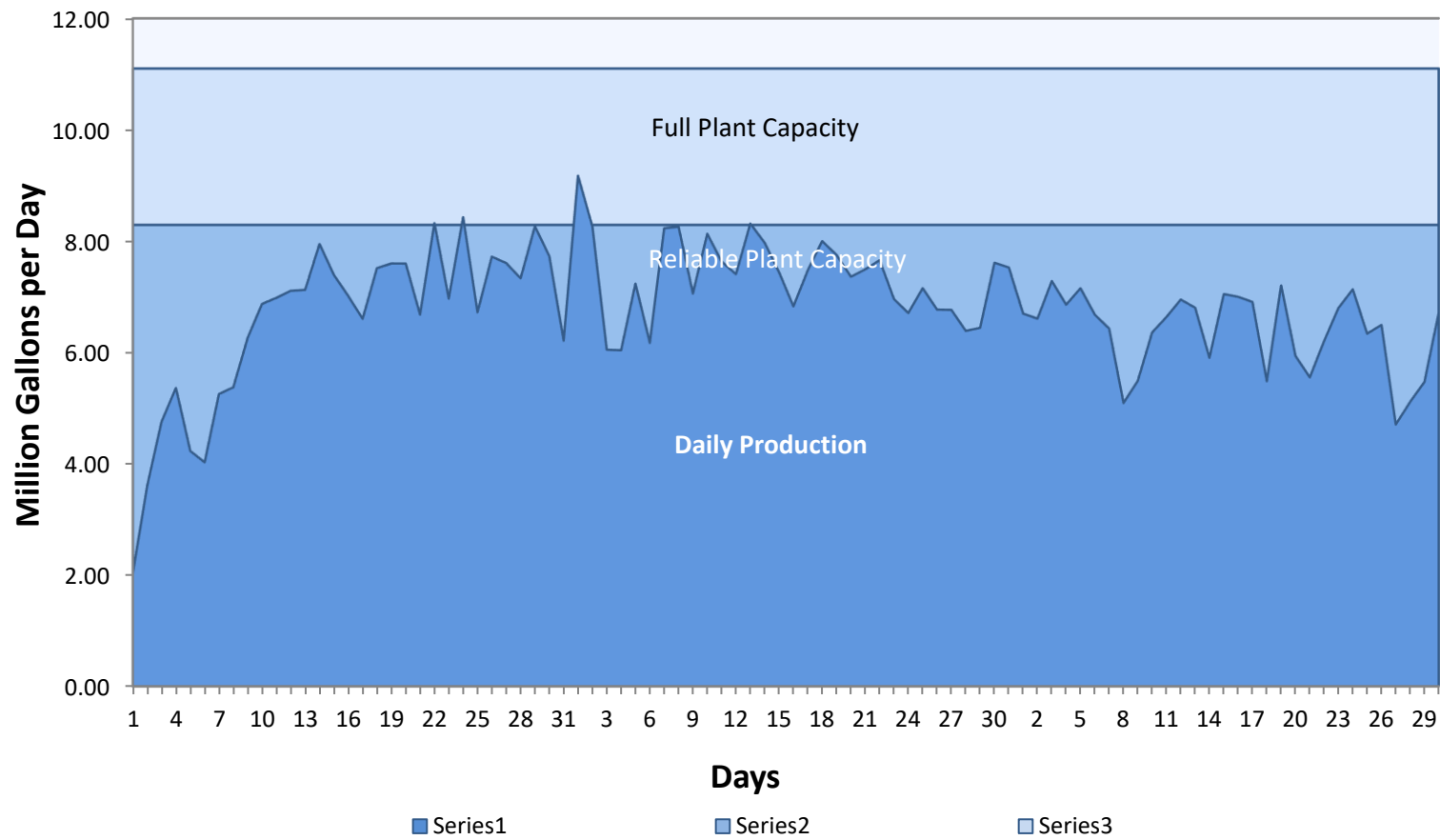
Top: Jacobs staff member performing maintenance on Polymer chemical pump at the water treatment plant.



Bottom: Jacobs Staff cleaned and inspected flocculation chamber and baffle wall in the main water treatment plant.

WATER TREATMENT PLANT SUMMARY

Demand vs. Availability
July 01 - September 30 , 2020



WASTEWATER TREATMENT PLANT SUMMARY

ACTIVITIES JUNE 21 – JULY 20:

- Minimized staff due to COVID-19 operation requirements.
- Lagoons #1 and 2/3 were mapped for solids.
- Additional samples were taken based on our new NPDES permit.
- Two aerators and one blower in Lagoon #1 and one Aerator 2/3 have been reinstalled after being removed for repairs and services.
- Weed control around the Wastewater Treatment plant and skyline Farm reservoir and pump building has begun and will continue throughout the weed growing season.
- Two new panels were installed on Skyline Pivots 1 and 2.
- New flow meter was installed on Skyline Pivot 1.
- Aerators serviced on lagoon 1 and 2.
- Monthly Arsenic sampling was performed this week.
- Quarterly mercury sampling was performed this week on source water and effluent water.
- Quarterly Monitoring Well sampling was performed.
- Monthly FOG sampling was performed.
- Crews have been servicing aerators, mowing weeds and managing water levels at SkyLine Reservoir.
- ODEQ has given approval to the bio-solids management plan.
- The pH adjustment project needs to have the East CL2 chamber empty. Crews will be cleaning the west CL2 chamber this week.
- Aerator #11 is still tripping.
- \$125k for Aerator power cords.

Jacobs Staff:
Washing down the
settled solids in the
east chlorine contact
chamber at the
Wastewater
Treatment Plant

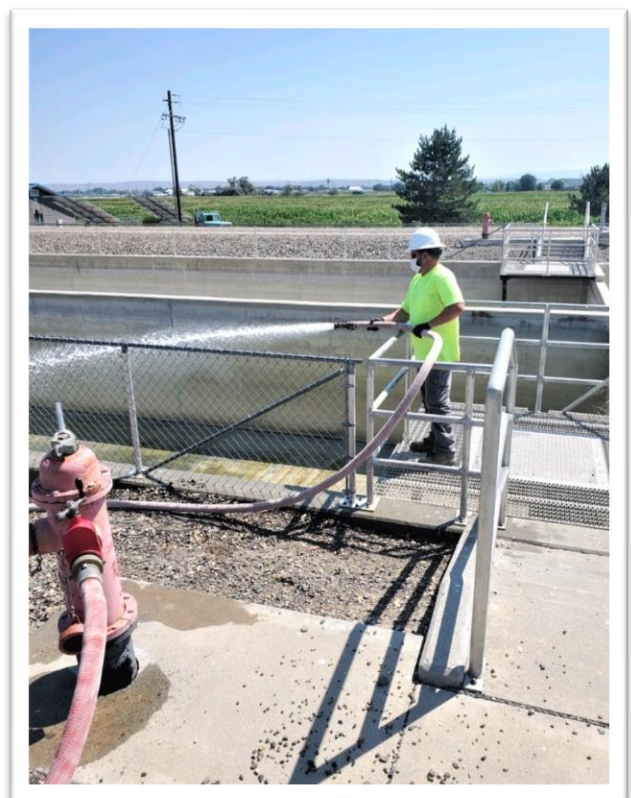


Jacobs

WASTEWATER TREATMENT PLANT SUMMARY

ACTIVITIES JULY 21 – AUGUST 20:

- Minimized staff due to COVID-19 operation requirements.
- Samples taken for solids removal project.
- Flow to Skyline is intermittent as needed.
- Weed control around the Wastewater Treatment Plant, Skyline Farm Reservoir and pump building has begun and will continue throughout the weed growing season.
- Semi-annual aerators serviced on all lagoons.
- pH adjustment chemical feed update near completion.
- Covers for aerator control panels to reduce heat in control panels are being constructed.
- The pH adjustment project needs to have the East Chlorine Contact Chamber empty. Crews will be cleaning the West Chlorine Contact Chamber the week of July 20th so that the contractor can have the East Chamber the following week.
- Skyline Reservoir level management remains a high priority as the amount of water needed by the crops is less than in past years.
- Jacobs hosted a pre-bid site visit on for bio-solids removal contract bidders. A total of six bidders attended the pre-bid conference.
- The contractor for the pH adjustment project is onsite removing obsolete equipment. The project is on track for completion by the third week in August.
- Effluent is being pumped to Skyline Reservoir.
- The pump feeding Malheur Farm that had failed has been replaced.

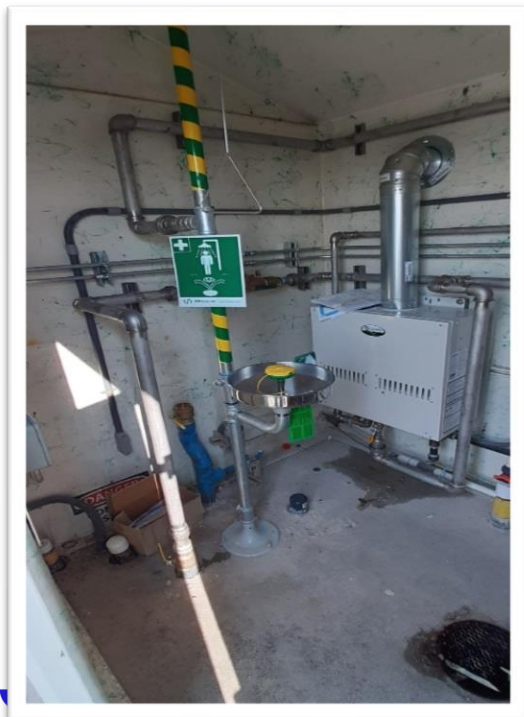


Jacobs Staff: Washing down the west chlorine contact chamber at the Wastewater Treatment Plant.

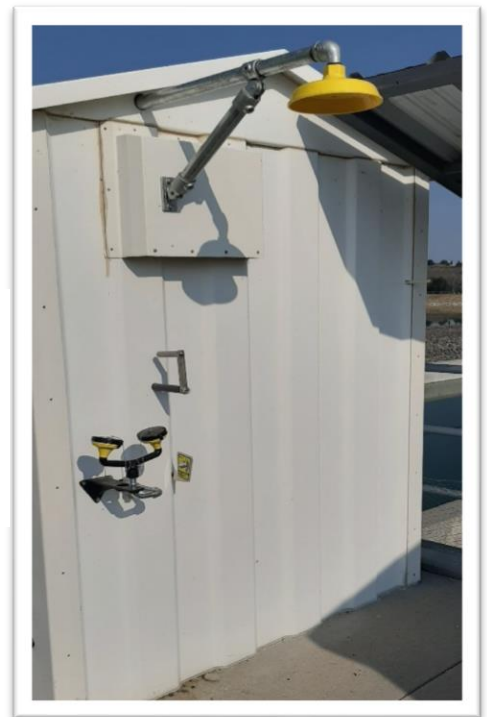
WASTEWATER TREATMENT PLANT SUMMARY

ACTIVITIES AUGUST 21 – SEPTEMBER 20:

- Minimized staff due to COVID-19 operation requirements.
- Samples taken for solids removal project.
- Flow to Skyline is intermittent as needed.
- Weed control around the Wastewater Treatment Plant, Skyline Farm Reservoir and pump building has begun and will continue throughout the weed growing season.
- Monthly aerators serviced on all lagoons.
- West Chlorine contact chamber cleaned, and East chamber placed on line.
- Fecal samples for solids removal project began.
- The contractor for the pH adjustment project is finishing up the final installation.
- Programming for the pH adjustment system is scheduled to be complete by September 1st.
- Effluent is being pumped to Skyline Reservoir.
- BLM had requested that they be allowed to discharge fire retardant wastewater from their operation at the Ontario airport to the WWTP. However, the waste is hazardous and must be taken to an approved receiving facility.
- Final inspection for the pH project is being scheduled.
- Crews are cleaning the West Chlorine contact chamber.
- Control panels on the pivots at Skyline are failing. Will be requesting a proposal from the vendor who supplied the control panels for the Malheur Farm pivots to update the Skyline panels.
- Skyline pivots 4, 5 and 6 are now fallow and ready for bio-solids application.
- It is estimated that Skyline pivots 1, 2 and 3 will be fallow by October 15th.
- Staff are working with Christine Kelly of Oregon State University to begin sampling waste treatment plant influent for COVID-19. Christine is a professor of bioengineering at OSU and will be performing and collating all the test data. Jacobs staff will be collecting samples and sending them to Christine for analysis.

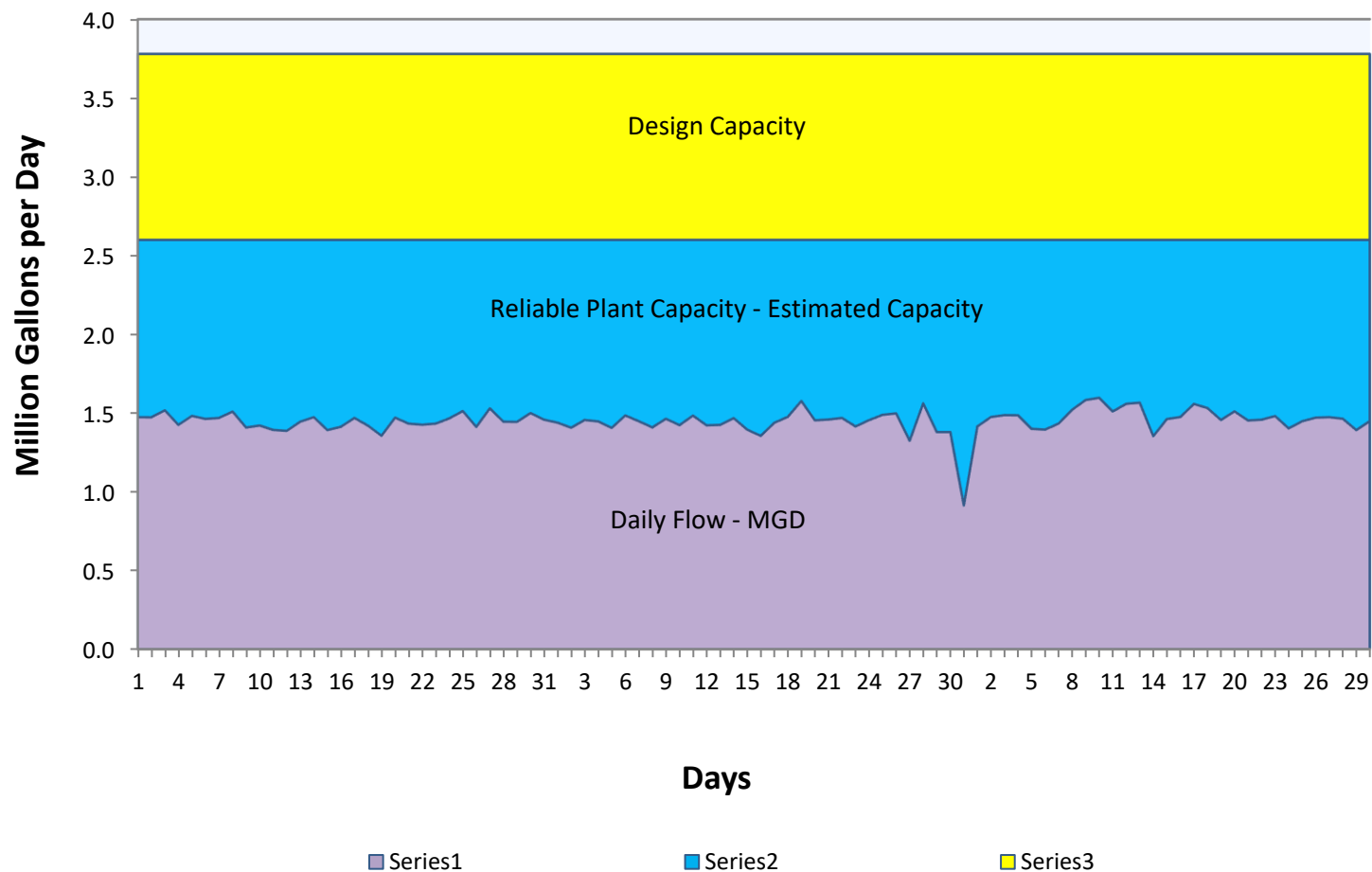


WWTP pH Adjustment System installation is complete.



WASTEWATER TREATMENT PLANT FLOWS

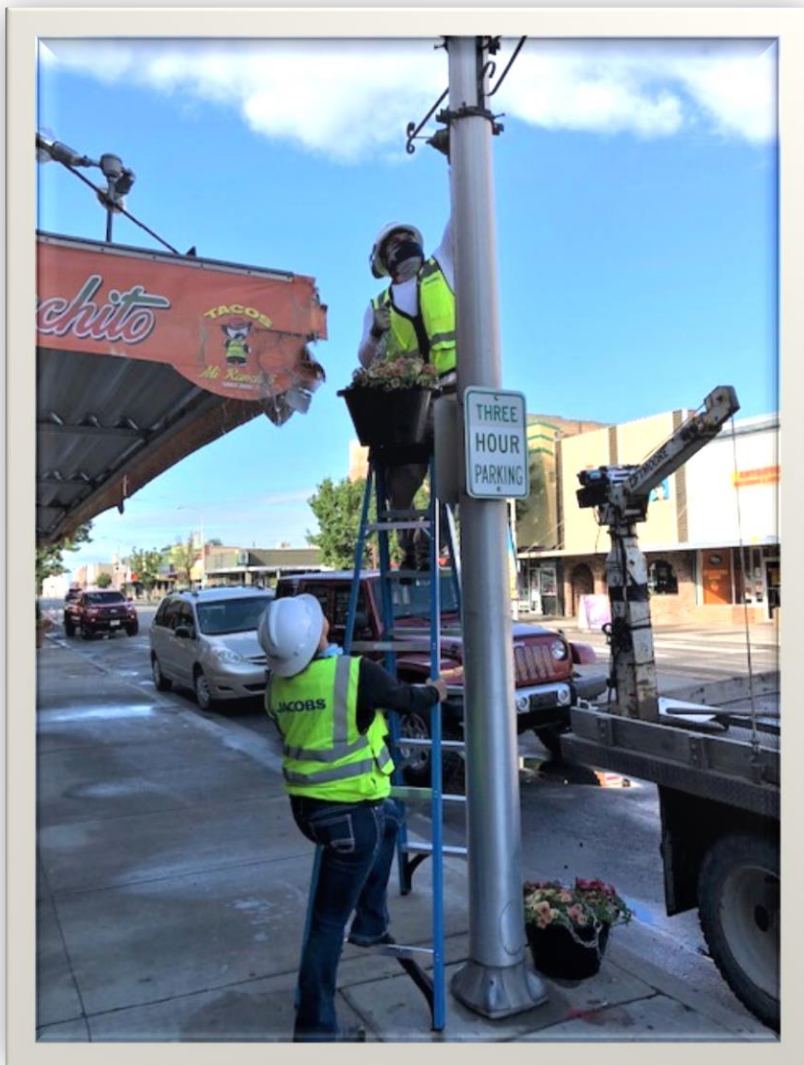
Wastewater Treatment Flows
July 01 - September 30, 2020



PARKS AND CEMETERY SUMMARY

ACTIVITIES JUNE 21 – JULY 20:

- Due to COVID-19, tasks are being re-prioritized. Work crews are dedicated to performing the highest-level tasks, while lower level tasks are being worked on as time permits.
- There were 10 funerals at Evergreen Cemetery and 1 at Sunset Cemetery.
- Potted plants have been hung on South Oregon Street.
- We have started watering the pots downtown 3 time a week until it cools back off.
- Grass trimming around headstones is falling behind schedule as the labor needed to perform the work is less available than in years past. (Due to Covid-19.)
- Splash pad is operational. All operational duties are the responsibility of the Recreation Department. (Jacobs staff are making daily checks on the system as the Recreation Department staff are working under Jacobs Staff licenses.)



Jacobs Staff: Hanging potted plants on Oregon Street.



PARKS AND CEMETERY SUMMARY

ACTIVITIES JULY 21 – AUGUST 20:

- Due to COVID-19, tasks are being re-prioritized. Work crews are dedicated to performing the highest-level tasks, while lower level tasks are being worked on as time permits.
- There were 12 funerals at Evergreen Cemetery and 2 at Sunset Cemetery.
- Tinting was put on the door at City Hall to help with the heat.
- Potted plants downtown are being watered 3 days a week.
- Repaired sprinkler mainline brake at Beck park.
- Watering has been increased at Moore Park. This should help the grass green up.
- Watering is being adjusted for the heat.

PARKS AND CEMETERY SUMMARY

ACTIVITIES AUGUST 21 – SEPTEMBER 20:

- Due to COVID-19, tasks are being re-prioritized. Work crews are dedicated to performing the highest-level tasks, while lower level tasks are being worked on as time permits.
- We had 5 funerals at Evergreen Cemetery and 5 at Sunset Cemetery.
- Staff members are working to keep up with the mowing and weeding at the parks and cemeteries.
- A new staff member has joined the Parks team. This will help with the backlog of trimming and mowing needs.
- The hanging flowerpots along South Oregon don't seem to be thriving as well as the larger pots on the sidewalk. Staff members are working to understand why they are failing to thrive.
- The Rotary Club put a paved walking trail in Laxon Park.
- We Had 6 spots cleaned in the carpets on the second floor at City Hall.
- We helped Andrew Seed plant some flowers and rocks in two of the bulbs out downtown.
- Our biggest mower had a hydraulic pump go out on it we have ordered a new pump. It should be back up and running in a day or two.
- We have been taking the Emma Resco Energy Group around to the City's facilities so they can finish their report.

FACILITIES SUMMARY

ACTIVITIES JUNE 21 – JULY 20:

- We installed a remote door lock at Community Development Center.
- City Hall and the Cemetery office were sanitized the evening of July 6th as per CDC guidelines concerning COVID-19.
- Due to the impact of COVID, facilities are still limiting public access.
- The upgrade for the Golf Club House HVAC has been installed.
- Swamp cooler for old shop is back online.
- More work on City Hall HVAC.
- Planter Bulb-out planting – Drawing for Andrews Seed.
- Moore Park watering has been increased.
- Trees on East Idaho are showing signs of heat stress. Will trouble shoot.

FACILITIES SUMMARY

ACTIVITIES JULY 21 – AUGUST 20:

- A new keypad lock was installed on the upstairs door at City Hall for added security.
- More work on City Hall HVAC.
- Trees on East Idaho are showing signs of heat stress. Staff discovered that somebody has stolen the arboration clock. A replacement is being sourced.
- Sprinkler heads are being stolen out of the ground at the parks. Jacobs is working with OPD to mitigate the problem.
- Jacobs is soliciting bids for sprinkler system at Evergreen Cemetery.
- City Hall HVAC UV lights are in the works.

Installed remote door lock
at Community Development
Center.

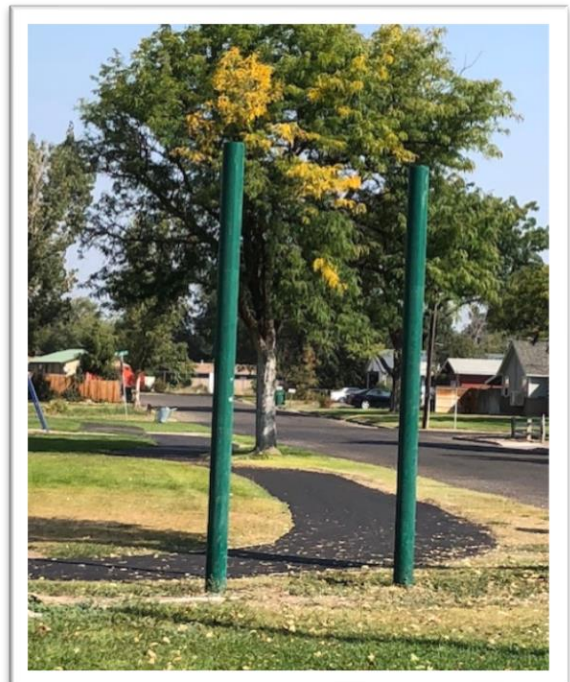


FACILITIES SUMMARY

ACTIVITIES AUGUST 20 – SEPTEMBER 20:

- City Hall door locks are being updated.
- A contractor has been contacted to give an estimated for the police breakroom remodel.

Walking path at Laxon Park.



ENGINEERING SUMMARY

ACTIVITIES JUNE 21 – JULY 20:

- Issued 3 ROW Permits.
- Issued 3 New Addresses to new residential lots.
- Issued 0 New Address to Commercial lot.
- Attended 0 PDAC meetings to discuss the expansion of a business.
- Attended 0 PDAC meeting to discuss the relocation of a business.
- Attended PDAC meeting to discuss new businesses.
- Attended 2 PDAC meetings to discuss the addition of residential housing.
- Attended the Jacobs monthly safety meeting. No meeting this month due to Covid-19.
- Inspected the abandonment of 0 Backflow devices on irrigation systems.
- Multiple plan reviews for new construction.
- Multiply construction inspections.
- Skate Park Bathroom Construction Inspections.
- WWTP pH Adjustment System Awarded and construction is to start the week of July 27th, 2020.

NPDES Activities:

CDBG application – Grant Awarded! Kick off meeting was held with Business Oregon to get the team set on the right path for moving forward. Next steps include securing a Grant Administrator. Arthur is providing examples and samples for the team to use.

pH Adjustment Design – This process is required by the NPDES permit to ensure the City has better tools at hand to adjust the pH of the wastewater stream as it leaves the WWTP. The project budget was brought forward to the council for Award and budget adjustment on June 16, 2020. All of the paperwork has been completed and signed, and the team began the mobilization. The Contractor is fabricating needed parts/pieces at the shop this week then on-site construction should start the week of July 27th. This project needs to be completed to meet the NPDES requirements by September 1, 2020.

Mercury Minimization – This plan is due to DEQ by August 31, 2020. Initial meeting with Ontario Sanitary Services happened June 24th. Scott Wilson provided requested information. Paul is nearly done with the draft plan. This will be submitted to DEQ the end of July or early August.

Biosolids Removal – The construction documents are reviewed, stamped, and signed. The Advertisement for Bid will hit the papers August 21st. The project will be available for on-line bidding (QuestCDN). There will be a pre-bid meeting July 29th. The Contract Documents will be submitted to DEQ for a simultaneous review to the bid phase. Thirty-day public notice is underway through the DEQ.

Skyline Farms – Repairs were completed, but additional control panels, and other communications issues were still popping up. PW staff are continuing to work closely with the farmer as these items come up.

Odor Complaints – Complaints have reduced significantly, and the team is moving forward rapidly with Biosolids removal.

SRCI – Local SRCI staff have been overwhelmed with COVID response effort and have not been able to meet. Instead, Betsy and Tracy Wilder/DOC-Salem were able to discuss the situation. Ms. Wilder is reviewing a variety of soap products used by the prison for sulfate content. She will get back to PW team directly. She agreed that PW should continue forward with design for Lower Lift Siphon and keep locals and her up to date with reviews etc.

ENGINEERING SUMMARY

ACTIVITIES JUNE 21 – JULY 20

Water System:

WTP Lab – Staff have been reviewing applicable products for lab (countertops, cabinets, etc.) and are working creating very simple Performance spec type package to get out to several contractors for an informal bid. No significant progress.

Well Rehab – Wells 6 and 15 were successfully rehabilitated. Disinfection took longer than expected, but after some coordination with Oregon Health Authority, the wells are back on line. Pumping capacities are being tested now to get an understanding of the amount of improvement. Team is also looking at impacts occurring to the wellfield.

Water Master Plan – Jacobs engineering team has been working through last details for final submission to OHA. Our team had not previously had a chance to review the modeling work, so had to dig into that recently.

Energy Team (Ameresco) – COVID has caused some problems for on-site coordination. Ameresco team is working hard to make sure discussion and information gathering still occurs virtually. PW and Ameresco have met several times to discuss the Titus Twister. PW staff internally reviewed most likely LS candidates for upcoming potential pilot test. PW also put together a spreadsheet that would help develop the business case for the product. This will help both PW and Ameresco understand the value.

CIP – Betsy developed a plan for splitting and achieving capital projects for FY21. Adam, Betsy and Cliff met to discuss the proposed plan. She updated the FY20 year list for review and the on-call consultant list as well. Betsy and Adam need to meet to talk about the FY21 Task Orders for Jacobs (one single task order with multiple subtasks?) and on-call consultants.

Bids/Construction

- pH Adjustment bid – Notice of Award and agreement form will be completed shortly so construction can begin.
- Skate Park RR – Project is currently under construction in a partnership with ORD. Masonry is up and Contractor confident he can meet grant schedule. PW staff will have several activities they must complete as well (rail, painting etc.).
- TV Connector Path – Construction is complete. Warrington has received final payment. Remaining items are PW staff activities: striping and flexible delineators.
- SE 2nd Street Construction – Contractor about 1 -2 weeks behind schedule on Phase 1. Casey is working closely with the Construction Management team from ODOT to ensure change orders are as minimal as possible.
- S. Oregon Construction – Construction is complete. Bulbouts have received topsoil. Contractor is done and final payment is being handled currently. PW staff will be working on weed barrier and chips for surfacing. PW will work with Andrews team on planting plan and watering needs. PW staff are currently completing the parking and crosswalk striping.

WTP Slough – The State approved our work in the slough; this will happen when staff gets back to full numbers after COVID19. No change.

ENGINEERING SUMMARY

ACTIVITIES JUNE 21 – JULY 20

TSP – Youth Groups are back in session and youth outreach is moving forward. Outreach to the schools has progressed as well. Media is continuing to be updated. Information gathered from the main Community Outreach survey is being processed.

Safe Routes to School – Application is due end of August. Work is being done to develop the application now. Letters of Support are being requested. City staff is working closely with PW staff to provide that request.

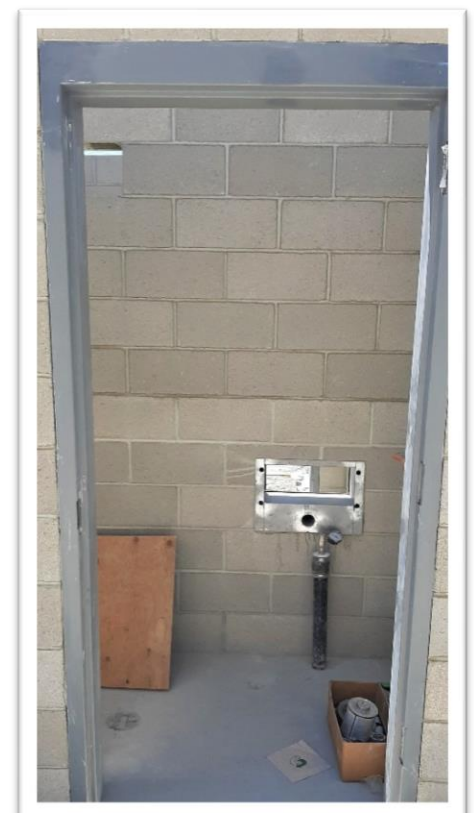
Malheur Water Trail – Reviewed put-in and take-out with the Yakport rep. Betsy to check on potential designs used by YCC at Lake County Forest Preserve. Adam checking availability of YCC staff. No update.

Grant Writers – Attended Merchant McIntyre video call to discuss potential grant projects. Sarah Jones (intern for Jacobs) is prepping written information to provide to MM.

SE 5th – Still on hold.

Beck Park Bridge – Staff presented several options for the bridge at the June 16th Council. Council agreed to have staff move forward with temporary fix immediately and look at long term replacement. No update at this time.

Tennis Courts – Bill Fittje provided an estimate for \$185k; Adam is working with the funding team to see if they can come up with additional capital campaign funds. No significant progress. Adam to consider discussion with Council to use Beck Park RR funds. No update at this time.



Skate Park Restroom Project is currently under construction.

ENGINEERING SUMMARY

ACTIVITIES JULY 21 – AUGUST 20:

- Issued 6 ROW Permits.
- Issued 2 New Addresses to new residential lots.
- Issued 1 New Address to Commercial lot.
- Attended 0 PDAC meetings to discuss the expansion of a business.
- Attended 0 PDAC meeting to discuss the relocation of a business.
- Attended 0 PDAC meeting to discuss new businesses.
- Attended 0 PDAC meetings to discuss the addition of residential housing.
- Attended the Jacobs monthly safety meeting.
- Inspected the abandonment of 0 Backflow devices on irrigation systems.
- Multiple plan reviews for new construction.
- Multiply construction inspections.
- Skate Park Bathroom construction continues (sealing and painting, plumbing and the roof is being installed).
- WWTP pH Adjustment System on track to be completed by 9/1/2020.

NPDES Activities:

CDBG application – Have met with Arthur twice now. Paul has used the Grant Administrator and Labor Standards templates to create RFP for Ontario's use. Will meet with Arthur shortly, for review of RFP and then will advertise.

pH Adjustment Construction – Construction will be completed by Aug. 28th. ACS will come in after construction to provide SCADA control. The system can be run manually at this time, and will therefore meet the NPDES requirements by September 1, 2020.

Mercury Minimization – Per NPDES permit, this plan is due August 31st. It has been completed, reviewed, and submitted to DEQ.

Biosolids Removal –The public comment period for Biosolids Management Plan has ended. There were no significant comments and the DEQ has approved the Plan. The Biosolids Removal Project extended the bid opening to accommodate adjustments to the removal and land application process desired by the Mayor. The bid opening is August 27th at 2 pm. Several bids are anticipated based on all of the contractor questions and interest.

Other Wastewater Items:

Skyline Farms – Repairs were completed, and additional control panels, and other communications issues have been cleared up.

Odor Complaints – No new complaints.

SRCI – Tracy Wilder and Paul Woods have been in contact regarding low sulfate products to try to reduce the H₂S in the waste stream. They have been coordinating; SRCI has been very responsive on this item. Jacobs will be presenting a task order for the SRCI design shortly.

ENGINEERING SUMMARY

ACTIVITIES JULY 21 – AUGUST 20:

Energy Team (Ameresco) – Titus Twister will be installed. PW team is coordinating with Ameresco on timing. Ameresco did not want to develop the Business Case information until after they had the system running for some time.

CIP – Betsy and Adam have developed a presentation for the council regarding the process of determining what engineering firm will design specific capital projects.

General Construction

- Skate Park RR – Project is currently under construction in a partnership with ORD and is nearly complete. PW staff have begun priming and will complete painting shortly. Plumbing and other interior work is underway. The GC had a COVID 2 week quarantine delay that impacted all of his crew. They should still make the end of September deadline. PW staff will then need to take care of the railing.
- TV Connector Path – The project is COMPLETE!
- SE 2nd Street Construction – Contractor completed Phase 1 about 1 week behind schedule and is currently on schedule with Phase 2.
- S. Oregon Construction – Construction is complete. Bulbouts have received fabric, topsoil, and cover chips. Rocks have been ordered for the 2 bulbouts at 1st and S Oregon. Those should be installed with plants first week of September. All striping is complete. The ramp for the Ontario Mini Market will be completed in the month of September. The final pay ap had a quantity overrun of \$8,541 – a resolution is being presented to council to request that additional funding September 3rd.

WTP Slough – The State approved our work in the slough; this will happen when staff gets back to full numbers after COVID19. No change.

TSP – E. Idaho Plan has been one of the main efforts recently. The youth public involvement effort is still underway. The Farmer's Market Public involvement effort went very well.

Safe Routes to School – Application is due August 31st but will be submitted August 29th. Letters of support have been collected (huge thanks to Peter and Adam!). Application has been modified to complement a \$65k match by the City.

Malheur Water Trail – Reviewed put-in and take-out with the Yakport rep. Betsy to check on potential designs used by YCC at Lake County Forest Preserve. Adam checking availability of YCC staff. No update.

Grant Writers – Attended 2nd Merchant McIntyre video call to discuss grant applications.

SE 5th – Still on hold.

Beck Park Bridge – Staff has materials on hand and will be conducting wood grouting and rail repairs the first week of September.

Tennis Courts – Bill Fittje provided an estimate for \$185k; Adam is working with the funding team to see if they can come up with additional capital campaign funds. No significant progress. Adam to consider discussion with Council to use Beck Park RR funds. No update at this time.

ENGINEERING SUMMARY

ACTIVITIES AUGUST 21 – SEPTEMBER 20:

- Issued 9 ROW Permits.
- Issued 1 New Addresses to new residential lots.
- Issued 0 New Address to Commercial lot.
- Attended 0 PDAC meetings to discuss the expansion of a business.
- Attended 0 PDAC meeting to discuss the relocation of a business.
- Attended 0 PDAC meeting to discuss new businesses.
- Attended 0 PDAC meetings to discuss the addition of residential housing.
- Attended the Jacobs monthly safety meeting.
- Inspected the abandonment of 0 Backflow devices on irrigation systems.
- Multiple plan reviews for new construction.
- Multiple construction inspections.
- Skate Park Bathroom construction- Holcomb Construction has completed their portion of the construction and the Jacobs staff will be fabricating and installing hand railing and landscaping to complete the project to totality.
- WWTP pH Adjustment System installation is complete.

NPDES Activities:

CDBG application – Have met with Arthur several times now. Paul has used the Grant Administrator and Labor Standards templates to create RFP for Ontario's use. This has been reviewed by Arthur and approved. We are currently working out agreement form to attach to RFP prior to advertisement.

pH Adjustment Construction – Construction has been completed. Walk through was conducted and minor modifications were identified. Those have since been completed. ACS has been on site to install the needed SCADA components. We are in the process of commissioning at this time. The system can be run manually at this time, and will therefore meets the NPDES requirements. The DEQ has been informed and have accepted this as complete – no more action due by them.

Biosolids Removal – Five bids were received, all within the range anticipated. The low bid was reviewed for compliance and recommended for Award to the Council. The Council did award the project to Synagro. Jacobs staff is currently working to complete contracting and paperwork and get them on site to begin work. The impoundment area is complete. The PW team is currently working to get 3 quotes for the electrical cable replacement.

Other Wastewater Items:

Skyline Farms – Repairs were completed, and additional control panels, and other communications issues have been cleared up.

Odor Complaints – No new complaints.

ENGINEERING SUMMARY

ACTIVITIES AUGUST 21 – SEPTEMBER 20:

SRCI – Tracy Wilder and Paul Woods have been in contact regarding low sulfate products to try to reduce the H₂S in the waste stream. They have been coordinating; SRCI has been very responsive on this item. Jacobs will be presenting a task order for the SRCI design shortly. No new progress.

Water System:

WTP Lab – No significant progress.

Water Master Plan – Jacobs engineering team provided final comments back to Anderson Perry and they are working on those.

Energy Team (Ameresco) – Ameresco/Titus Twister – The Titus Twister was installed at the Malheur Lift Station on Sept. 22. PW team is coordinating with Ameresco on other final items (irrigation etc.). Ameresco did not want to develop the Business Case information until after they had the system running for some time.

CIP – Betsy and Adam presented to the council regarding the process of determining what engineering firm will design specific capital projects.

General Construction

- Skate Park RR – Project is currently under construction in a partnership with ORD and is nearly complete. The GC is complete and now the final railing work needs to be completed by PW staff. That is being done now. The October deadline will be met for the grant.
- SE 2nd Street Construction – Contractor is currently on schedule with Phase 2. Anderson Perry staff have provided requested turning movement figures for SW 9th Ave. They are under review.
- S. Oregon Construction – Construction is complete. Rocks have been placed for the 2 bulbouts at 1st and S Oregon. They were also recently planted. The ramp for the Ontario Mini Market will be completed in the month of September. The final pay ap had a quantity overrun of \$8,541 – a resolution was approved by council to cover that payment.

WTP Slough – The State approved our work in the slough; this will happen when staff gets back to full numbers after COVID19. No change.

TSP – E. Idaho Plan has been one of the main efforts recently. The youth public involvement effort is still underway. The Farmer's Market Public involvement effort went very well.

Safe Routes to School – Application is due August 31st but will be submitted August 29th. Letters of support have been collected (huge thanks to Peter and Adam!). Application has been modified to complement a \$65k match by the City.

Malheur Water Trail – Reviewed put-in and take-out with the Yakport rep. Betsy to check on potential designs used by YCC at Lake County Forest Preserve. Adam checking availability of YCC staff. No update.

Grant Writers – Attended 2nd Merchant McIntyre video call to discuss grant applications.

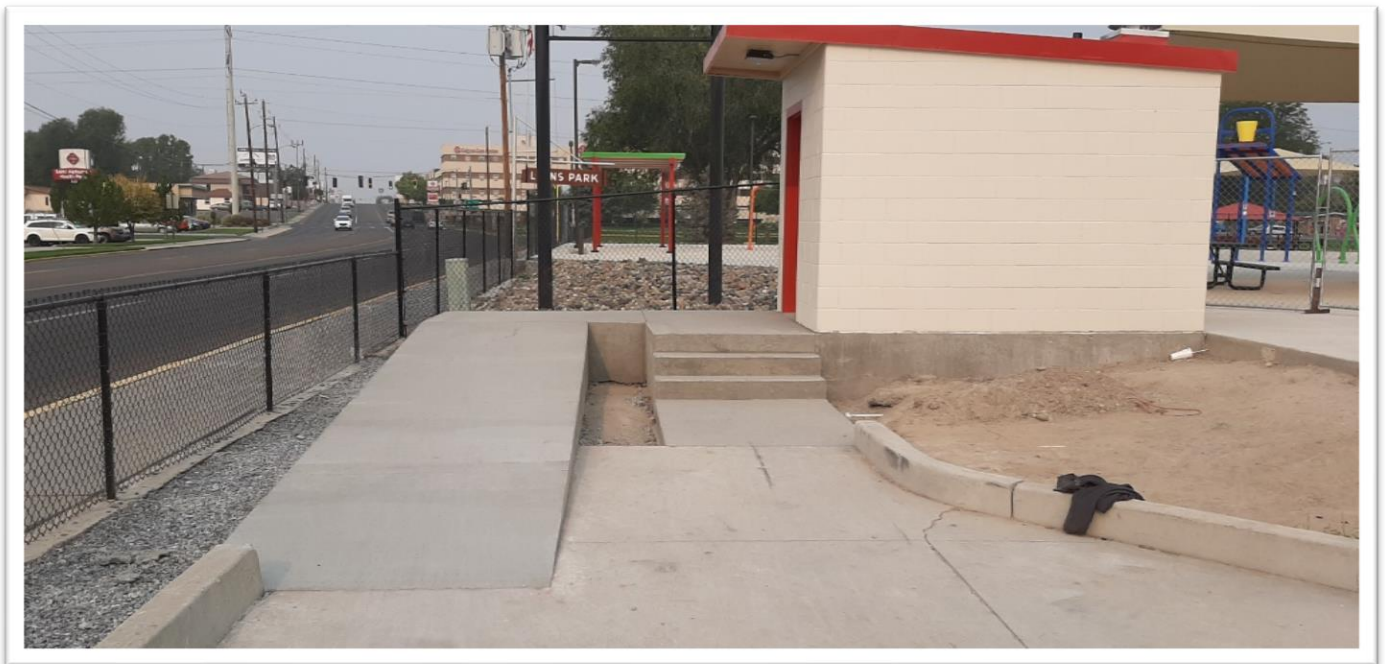
SE 5th – Still on hold.

ENGINEERING SUMMARY

ACTIVITIES AUGUST 21 – SEPTEMBER 20:

Beck Park Bridge –Staff has materials on hand. After beginning the work and opening up the bridge deck, staff had concerns about the integrity of the main beams. The structural engineer was brought back over for review and minor modifications are being developed currently.

Tennis Courts – Bill Fittje provided an estimate for \$185k; Adam is working with the funding team to see if they can come up with additional capital campaign funds. No significant progress. Adam to consider discussion with Council to use Beck Park RR funds. No update at this time.



The skate park restroom project is near completion, installation of hand railing and landscaping are the only items left.

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

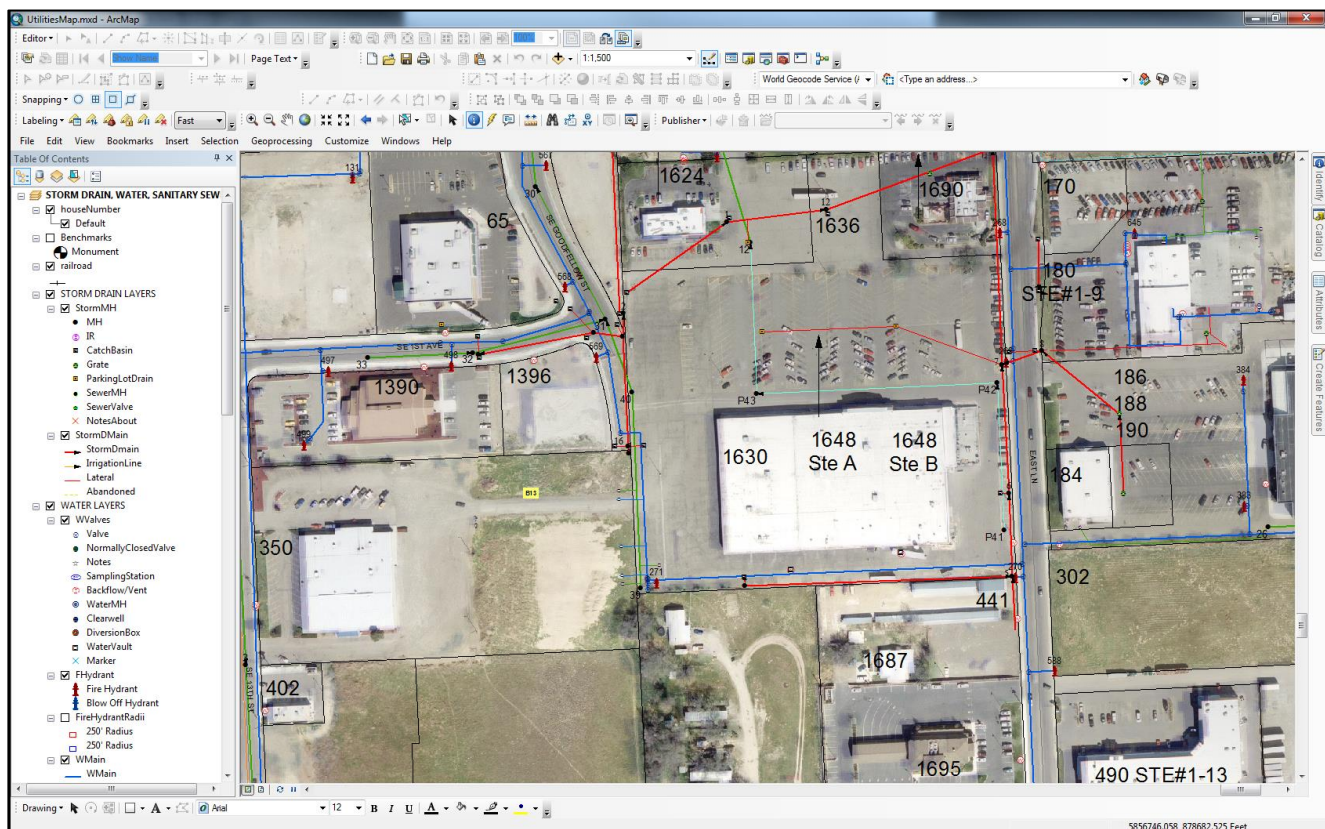
PARKS DEPARTMENT

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.



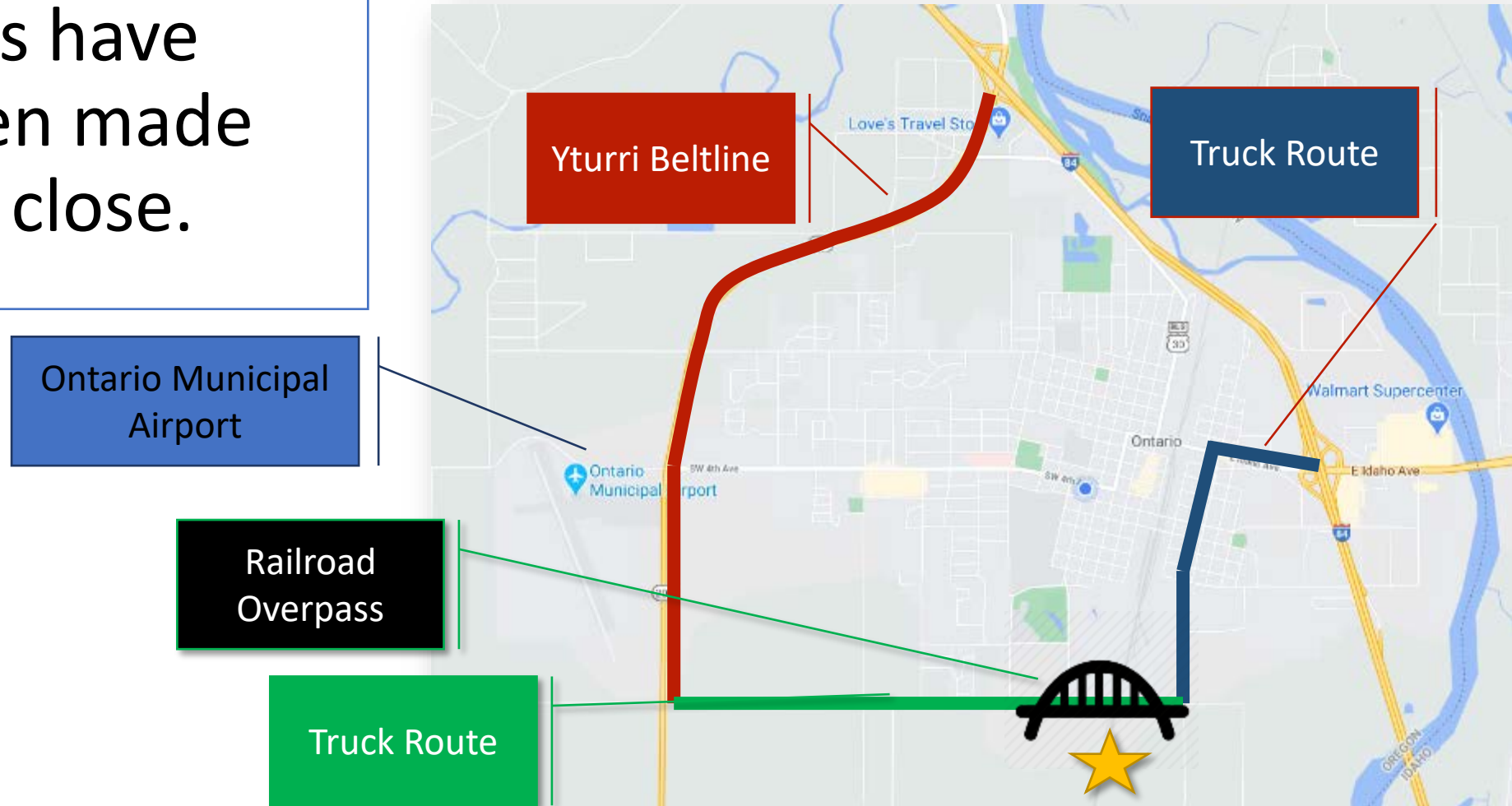
Preparing for Success

Creating Shovel Ready Projects

November 5, 2020

Transportation Infrastructure

Investments have already been made and we are close.



Infrastructure Package

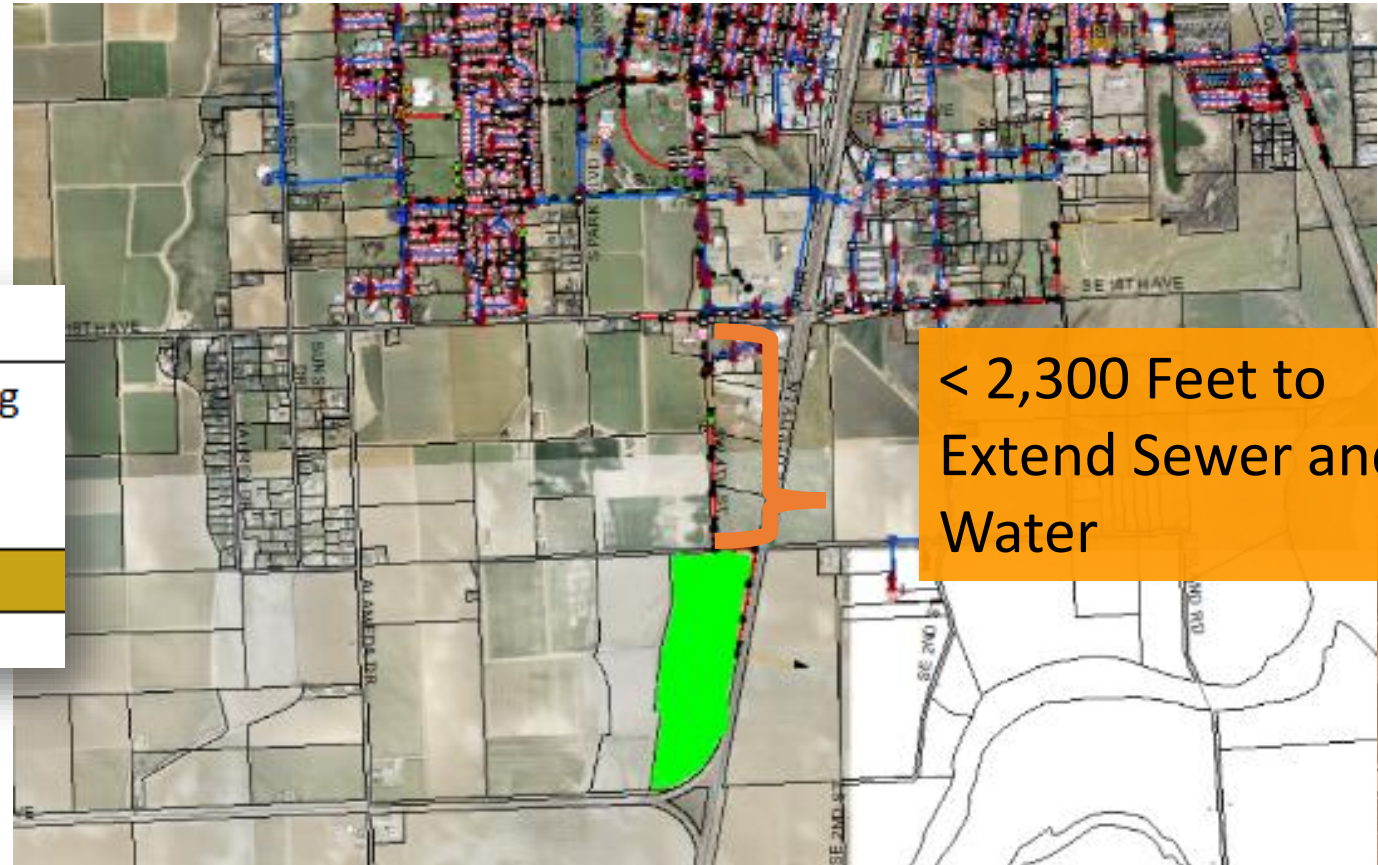
- It is believed that there will be an infrastructure package regardless of which administration takes office.
- We don't have shovel ready projects.
- The Council has been successful in the past with pre-designing projects for readiness.



Navarrete

City Strategic Plan

sewer capacity	public funding	
Utility extension to strategic areas	Funding	Long
Strategy 3: improve existing infrastructure		
	Resources Needed (e.g.	



< 2,300 Feet to
Extend Sewer and
Water

Treasure Valley 200

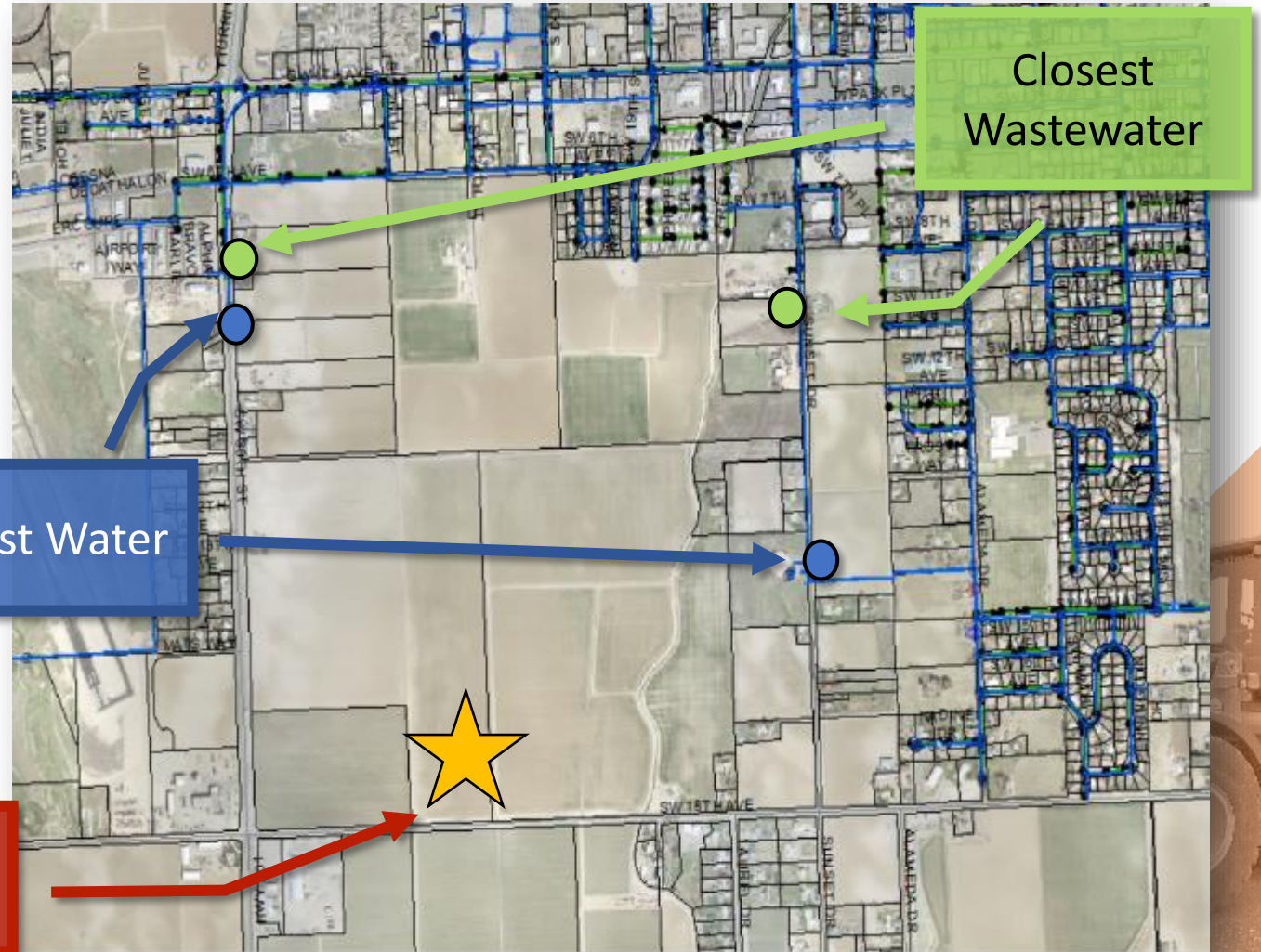
Water 4,350 feet

Wastewater 5,600 feet

Closest Water

Closest
Wastewater

Target Utility Extension



Ontario Renaissance



Recommendation

Fund at least one engineering design project from an amended revenue forecast.

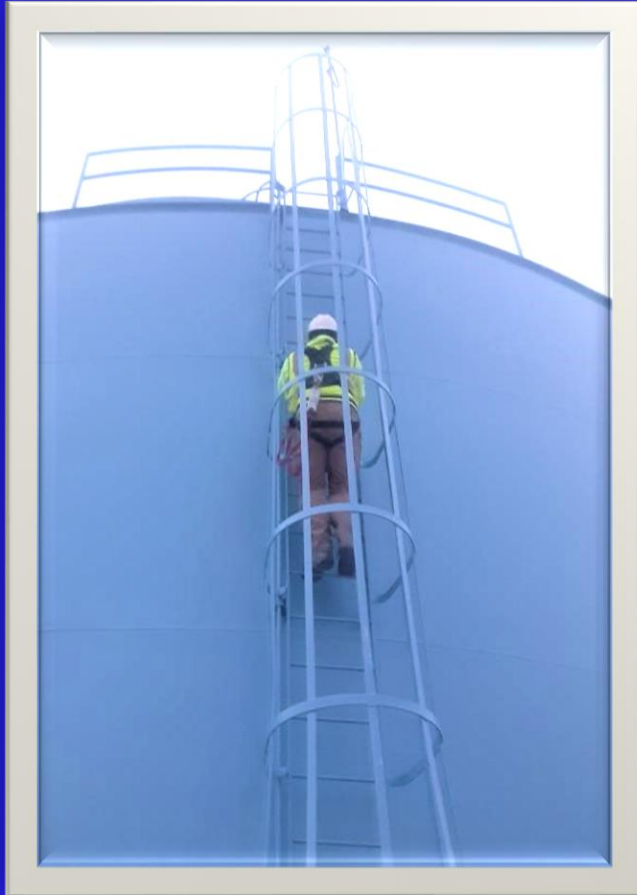
- Navarrete Site
- or
- Treasure Valley 200
- or
- Another Site



Jacobs

Sept. 21 – Oct. 20

2020 Report



October
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.....2-4

WATER TREATMENT PLANT SUMMARY.....5-7

WASTEWATER TREATMENT PLANT SUMMARY8-10

PARKS AND CEMETERY/FACILITIES SUMMARY11

ENGINEERING DIVISION SUMMARY.....11-14

APPENDIX.....15-17



FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES SEPTEMBER 21 – OCTOBER 20:

- The Public Works office is closed to public and non-essential employee access.
- Swept the primary and secondary routes in Ontario.
- Swept the down town and underpass 1 extra time.
- Replaced a leaking Water service saddle on NW 5th Ave/N. Park.
- Patched a low spot on E. Lane near Dutch Bros.
- Graded and over laid the Bench Tank Road with asphalt millings retained from the S. Oregon Project.
- Repaired the access road to the Skyline Farm for the Bio-Solids Hauling Project.
- Crews continue crack sealing throughout the City.
- Finished crack sealing on W. Idaho Ave from NW 2nd St to Verde Dr.
- Mowed weeds and picked up trash on the City owned ROW's.
- Installed 2 new water services for the SE 2nd St. Project for the landscaping strip and trees.
- Shut down the 12" water main on the North side of SE 5th Ave. for Knife River to remove and relocate a fire hydrant.
- The trail to the Malheur River has been cut, graded and has millings on it. Right at the river it is 3/4" minus only (pad).
- Crews are scheduled to start moving millings up to the Bench Reservoir Road the week of September 25th or September 28th.
- A pilot test of the Titus Twister that began last week at the Malheur Lift Station has removed about 95% of the fats, oils and grease from the wet well. However, those waste products appear to be moving downstream to the Wastewater Treatment Plant and congealing on the surface of Lagoon #1. Staff will continue to monitor the performance and results throughout the pilot test period.
- The pilot test of the Titus Twister at the Malheur Lift Station has been discontinued due to visible fats, oils and grease accumulating on the surface of Waste Treatment Lagoon #1.
- The handrail for the skate park restrooms is being fabricated by Jacobs Staff.
- Staff worked on improving the road to the Bench Reservoir.
- Crews are working on the Skyline Farm access road in preparation for land application activities.
- A berm has been built along the south side of the bio solids dewatering staging area to prevent run-off along Malheur Drive.
- Street sweeping is on-going for the next few weeks.
- Sign maintenance throughout town.
- Water maintenance throughout town, raising meter boxes, leaking angle stops and replacing broken meter box lids/rings.
- Installed a new water service on SE 4th St. for a property split/sell.
- Serviced the loader for the Airport, changed filters and oil.
- Started a full town sweeping, this will take place until most of the leaves fall and we can get them picked up from the gutter line.
- 33 water services were turned on customer request.
- 27 water services were shut off customer request.
- 16 water services were on/off read only customer request.
- 32 water meters were changed out for non-functioning.

FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES SEPTEMBER 21 – OCTOBER 20:

- 11 irrigation water services were shut off and winterized.
- 3 new water services were installed.
- 12 water services were checked for leaks.
- 4 water services were shut off for leak repair.
- 4 water services were turned back on and verified leaks were repaired.
- 4 water services were checked to verify still off or locked.
- 5 services were checked for consumption issues.
- 81 utility locates were completed.



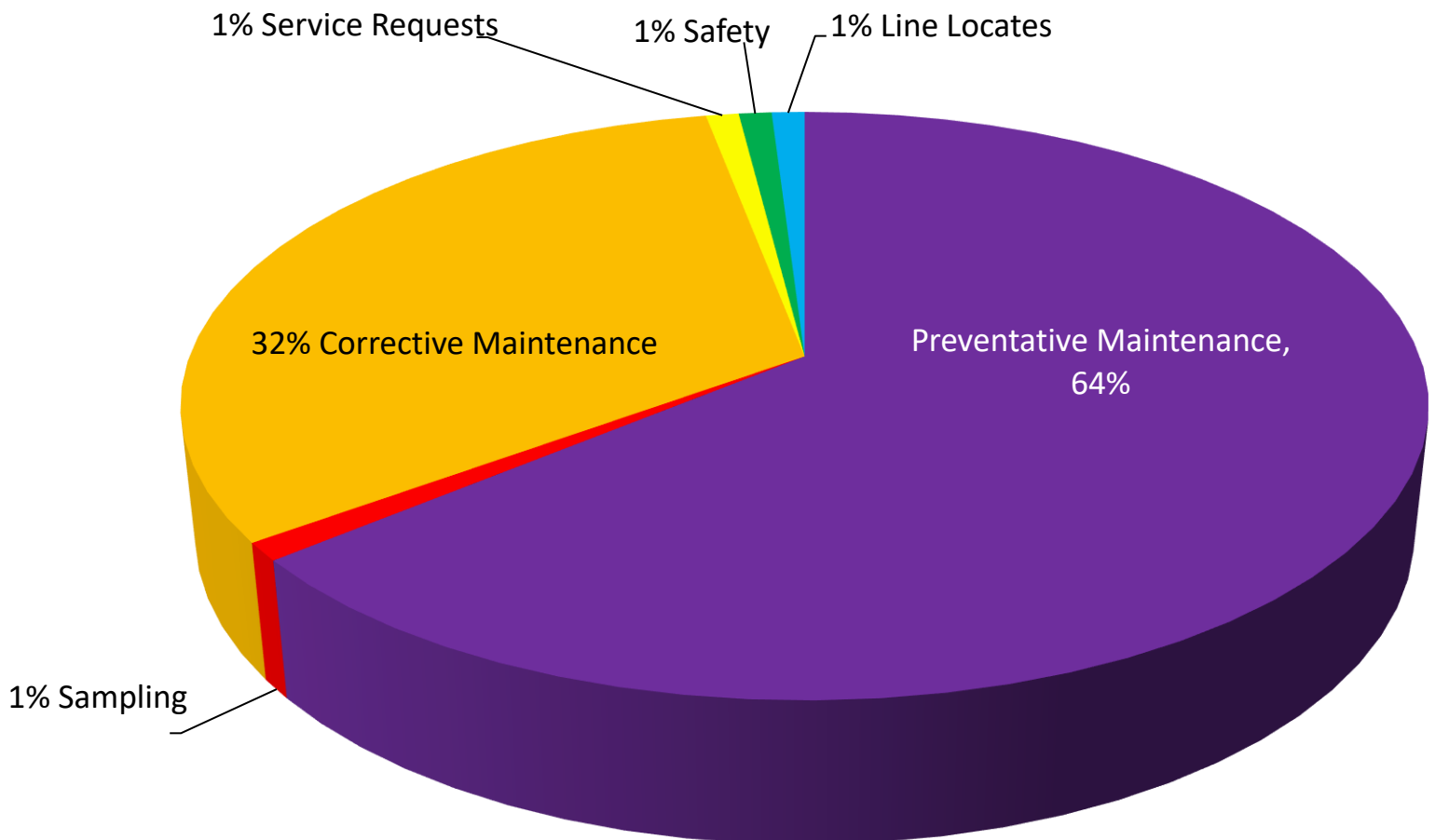
Jacobs Staff
crack sealing the
streets.



Jacobs

FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

**Work Orders
September 21 – October 20
Actual Hours by Work Order Type**



WATER TREATMENT PLANT SUMMARY

ACTIVITIES SEPTEMBER 21 – OCTOBER 20:

- Minimized staff due to COVID-19 operation requirements.
- The Water Treatment Plant is running well, and the reservoirs are full.
- Most of the staff spent three days this week doing on-line training courses. These courses are mandatory for maintaining their water treatment, water distribution, waste water collections and waste water treatment certifications.
- Sodium Hydroxide feed lines are being to break down. A solution is being pursued.
- The pressure transducer that failed in the water reservoir at SRCI has been replaced, calibrated and is performing well.
- Water treatment staff run diagnostic checks (jar testing) weekly to ensure that the chemical dosing is correct for the river water quality.
- Weed control around the Water Treatment Plant and the booster stations continues throughout the weed growing season.
- Monthly bacterial samples taken.
- Crews will be cleaning Recovery Bed #3.
- Staff continued cleaning drying beds.
- Quarterly Disinfection By-Product (DBPs) taken.
- Wash Water Recovery Basin (WWRB) #4 at the Water Treatment Plant washed down.
- Westside booster station (Sunset Booster Station) pump #2 rebuilt, motor #1 rebuilt.
- River booster pump #1 taken off-line and removed for service.

Additional sample drains at the Canyon booster station to minimize the slip hazard from taking daily chlorine residual samples.



WATER TREATMENT PLANT SUMMARY

ACTIVITIES SEPTEMBER 21 – OCTOBER 20:

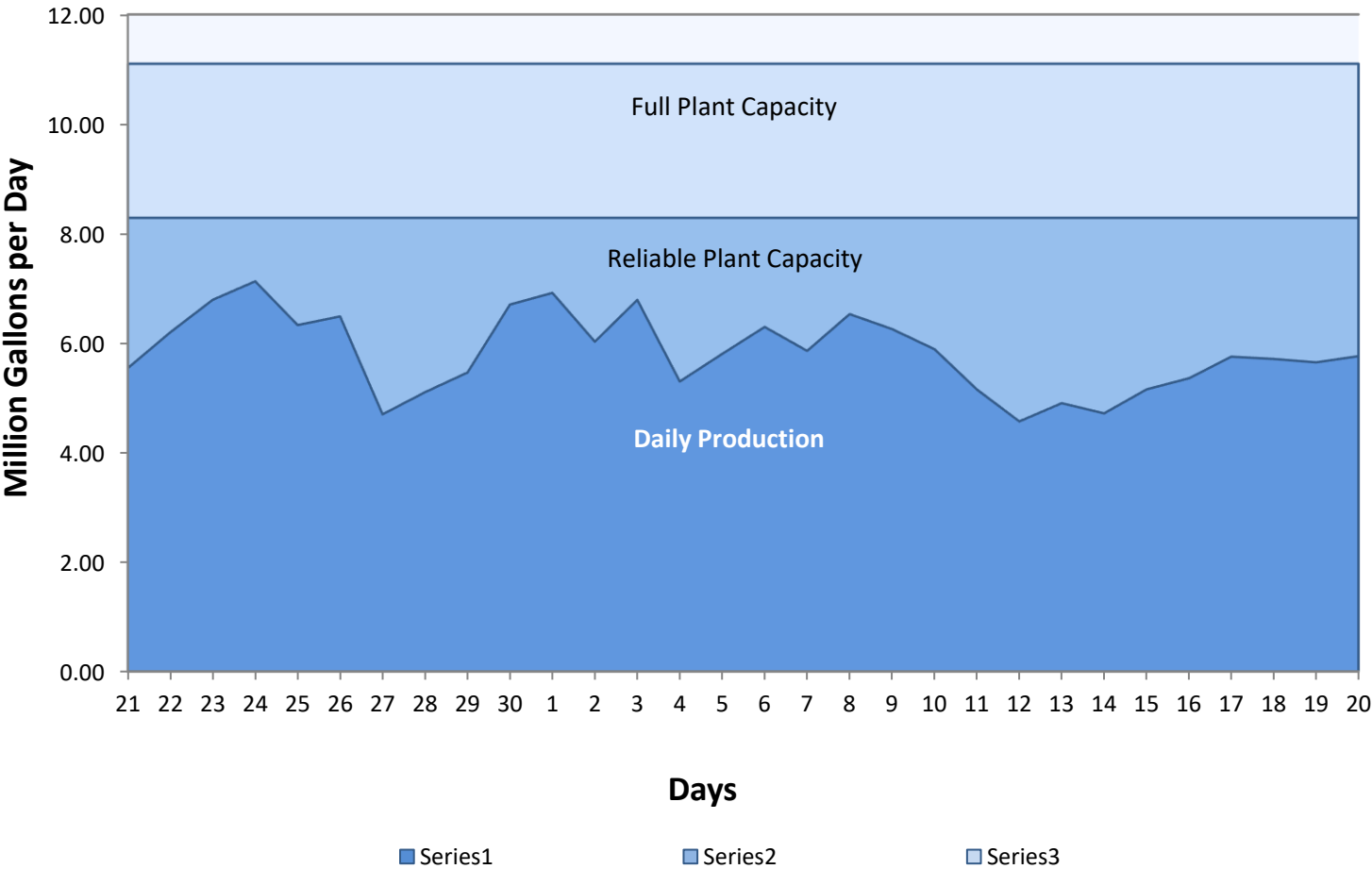


Jacobs Staff members removing solids from wash water recovery basin (WWRB) #4 at the Water Treatment Plant.



WATER TREATMENT PLANT SUMMARY

Demand vs. Availability
September 21 - October 20
2020

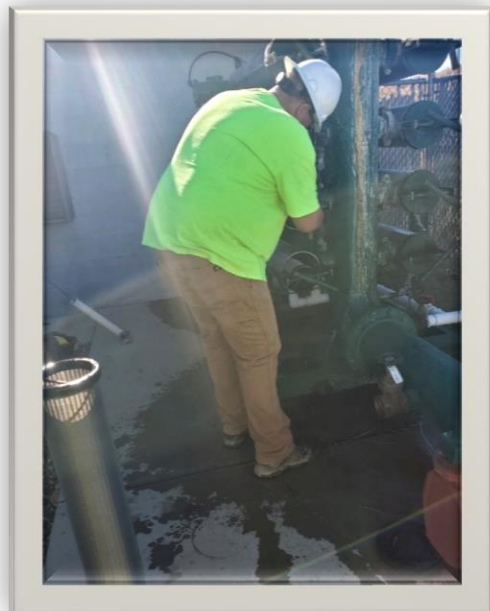


WASTEWATER TREATMENT PLANT SUMMARY

ACTIVITIES SEPTEMBER 21 – OCTOBER 20:

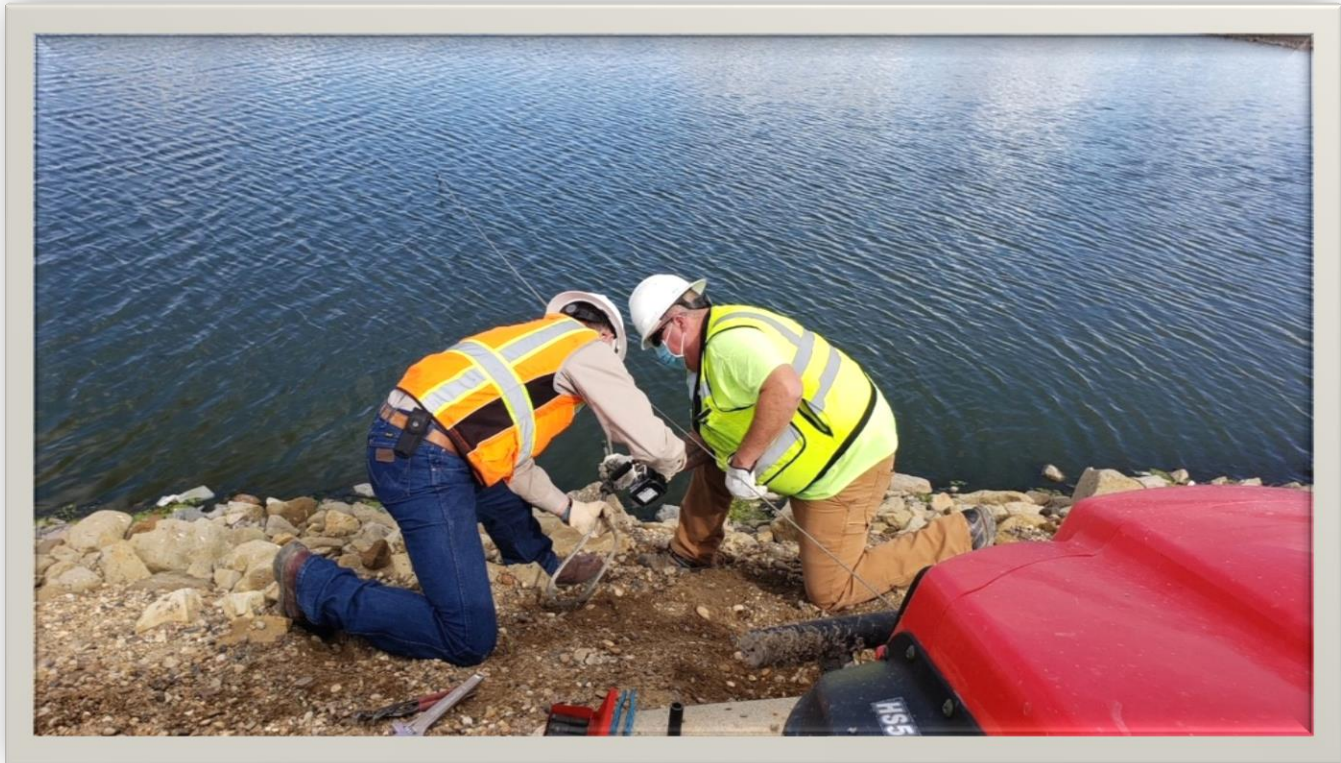
- Minimized staff due to COVID-19 operation requirements.
- Samples taken for solids removal project.
- Flow to Skyline has been stopped for the season.
- Weed control around the Wastewater Treatment Plant, Skyline Farm Reservoir and pump building has begun and will continue throughout the weed growing season.
- Aerators 1, 2, 26, 3, 4, 5, 6, 7, 8, 9 taken off line in lagoon #1 in preparation for Biosolids Removal Project.
- Skyline farms pivot feed lines drained and winterized.
- pH adjustment chemical feed project completed.
- East Chlorine Contact Chamber cleaned.
- The Biosolids Removal Project contract has been executed with Synagro. Synagro has indicated that they will begin to mobilize equipment to Ontario during the week of October 12th. They plan to begin solids removal the week of October 19th.
- In preparation for the bio-solids removal project, Fruitland Electric was at Waste Treatment Plant on Thursday Oct. 8th disconnecting electrical service to three of the four rows of floating aerators in Lagoon #1. This will allow for the rows of aerators to be moved to the east end of the lagoon, so they won't interfere with the solids removal dredge.
- The bio-solids removal contractor has been mobilizing and setting up their equipment. They anticipate dewatering to begin by Tuesday next week.
- Jacobs staff moved aerators in the west end of #1 Lagoon to the east end. This will give the dewatering contractor the west end of the lagoon to work with.
- The irrigation system at Skyline Farm had been winterized.
- Arsenic sampling was performed at the waste treatment plant first week of October.
- Staff are working with Christine Kelly of Oregon State University to begin sampling waste treatment plant influent for COVID-19. Christine is a professor of bioengineering at OSU and will be performing and collating all the test data. Jacobs staff will be collecting samples and sending them to Christine for analysis.

Jacobs Staff winterizing
services to the filter system at
Skyline Farms.



WASTEWATER TREATMENT PLANT SUMMARY

ACTIVITIES SEPTEMBER 21 – OCTOBER 20:

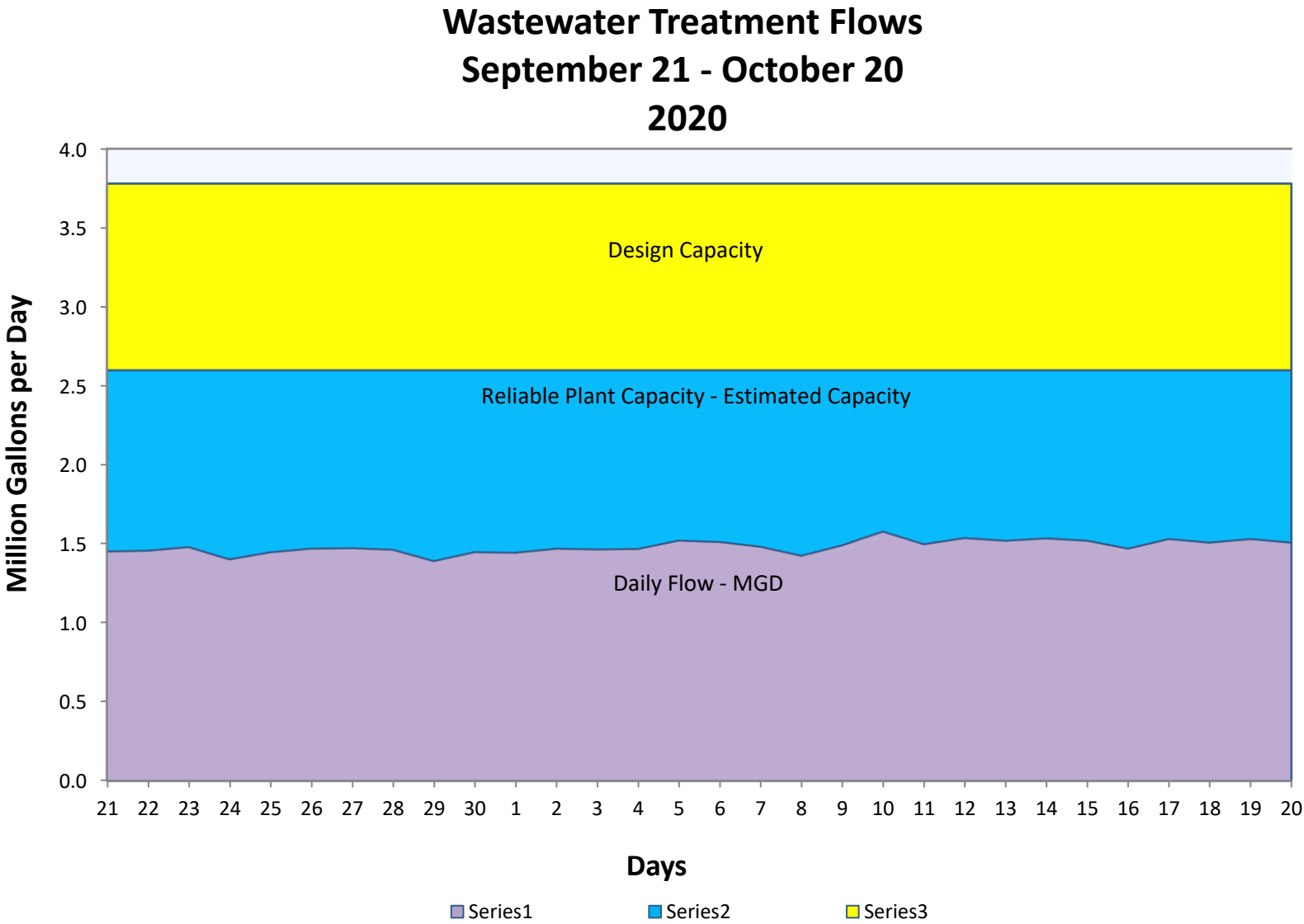


Top: Jacobs Staff Members preparing aerators to move for the Biosolids removal project on lagoon #1 at the WWTP.

Bottom: Fruitland Electric disconnected electrical service to three of the four rows of floating aerators in Lagoon #1. This will allow for the rows of aerators to be moved to the east end of the lagoon.



WASTEWATER TREATMENT PLANT FLOWS



PARKS AND CEMETERY SUMMARY

ACTIVITIES SEPTEMBER 21 – OCTOBER 20:

- Due to COVID-19, tasks are being re-prioritized. Work crews are dedicated to performing the highest-level tasks, while lower level tasks are being worked on as time permits.
- Jacobs Staff worked together with Andrews Seed to plant lavender in two of the bulb-outs at the intersection of South Oregon and 1st Ave.
- Large new mower broke down, sounds like a bad hydraulic pump. Mower is back in service.
- Bids are being solicited for irrigation system upgrades at Evergreen Cemetery.
- The Columbarium is being built to order. The manufacturer has not provided a completion date yet.
- We had 8 funerals at Evergreen Cemetery and 1 at Sunset Cemetery.
- A new city logo sign was installed in the lobby of City Hall.
- We Installed an air scrubber in the HVAC system at City Hall to help prevent the spread of COVID.
- Due to the weather getting colder the grass growth is slowing down, this has given us time to weed eat around the head stones at the cemeteries.
- Sprinkler systems have been shut off and we have started blowing them out for the winter, we have 44 systems to blow out in the city.

FACILITIES SUMMARY

ACTIVITIES SEPTEMBER 20 – OCTOBER 20:

- Carpet cleaning to be scheduled for City Hall.
- A contractor has been contacted to give an estimated for the police breakroom remodel.



An air scrubber has been installed in the HVAC system at City Hall to help prevent the



City of Ontario sign with new logo has been installed at City Hall.

ENGINEERING SUMMARY

ACTIVITIES SEPTEMBER 21 – OCTOBER 20:

- Issued 10 ROW Permits.
- Issued 3 New Addresses to new residential lots.
- Issued 1 New Address to Commercial lot.
- Attended 0 PDAC meetings to discuss the expansion of a business.
- Attended 0 PDAC meeting to discuss the relocation of a business.
- Attended 0 PDAC meeting to discuss new businesses.
- Attended 1 PDAC meetings to discuss the addition of residential housing.
- Attended the Jacobs monthly safety meeting.
- Inspected the abandonment of 0 Backflow devices on irrigation systems.
- Multiple plan reviews for new construction.
- Multiple construction inspections.
- Skate Park Bathroom construction- Handrail has been completed by PW staff.

NPDES Activities:

CDBG application – Have met with Arthur several times now. Grant Administrator and Labor Standards RFP is complete and ready for advertisement. The contract will need to be reviewed by City Attorney.

pH Adjustment Construction – This project is complete.

Biosolids Removal – All paperwork is complete, contract is executed and the preconstruction meeting was held. The PW received quotes for the electrical cable replacement, and that work is happening now. The PW team has been pulling the cables over the past weeks; some of the cables snapped and have not been retrieved. The team will be watching out for this as the dredge moves forward.

Permit Modification – DEQ has agreed to open the permit and eliminate the ammonia limits (interim and final) which will eliminate City's current issues with violation and eliminate need for future technology to handle ammonia treatment. Ammonia will be handled in the mixing zone area via the diffuser project.

The Reuse Plan Update – this project is underway. It is due at the end of December.

Annual Reuse Report – This report is underway. Soil sampling is being conducted now.

Other Wastewater Items:

Skyline Farms – The fields are in the process of being cleared and prepared for biosolids.

Odor Complaints – There were no complaints in September. However, with the biosolids work starting, odors could begin to be an issue.

SRCI – The DOC requested PW staff be on hand to manipulate valves during the cleaning of the two tanks. Per the contract, the SRCI is now responsible for the tanks. However, while the tanks were being cleaned, the transducer was damaged. This was not known until late that night. PW staff was called in to address the situation. The transducer has been replaced, a report developed, and an invoice is being developed to go with the report. This will be sent to the City prior to being released to the SRCI.

ENGINEERING SUMMARY

ACTIVITIES SEPTEMBER 21 – OCTOBER 20:

Water System:

WTP Lab – No significant progress.

Water Master Plan – All comments are complete. Finance Director has made out a check for the Oregon Health Authority review.

Energy Team (Ameresco) – Ameresco/Titus Twister – The Titus Twister was installed at the Malheur Lift Station on Sept. 22. A grease film was immediately seen on the wastewater lagoon at the City influent. The film coated the rocks along the shore. The Titus Twister was removed as the grease film did not abate.

CIP – The Jacobs Task Order was developed for the 3 subtasks: SCRI Siphon, NE Pavement Evaluation, and Pollutant Source Identification Program. The Council approved the task orders and Jacobs will begin on the task orders.

General Construction

- Skate Park RR – Project is nearly complete. The CofO has been received. The rail has been completed. The October deadline will be met for the grant.
- SE 2nd Street Construction – Contractor is currently on schedule with Phase 3. Anderson Perry staff have provided requested turning movement figures for SW 9th Ave. at the 53' trailer length. The team is going to meet Oct. 27 to discuss the ramifications of the current design/construction (which causes trucks to cross the centerline).
- S. Oregon Construction – Construction is complete. Rocks and landscape have been placed for the 2 bulbouts at 1st and S Oregon. The ramp for the Ontario Mini Market will be completed the last week of October. Coordination with the owner has been on-going and he is in full agreement with the development. This effort will be completed under the Repairs budget.

WTP Slough – The State approved our work in the slough; this will happen in the spring. No change.

TSP – E. Idaho Plan has been one of the main efforts recently. This was presented at the Farmer's Market seeking public involvement on September 26th. The E. Idaho and Active Transportation Plans were presented to the Public Works committee at their October meeting.

Safe Routes to School – PW staff received a call from ODOT staff indicating the project scored very well, but they were concerned about the cost – it appeared too low. Staff was given an opportunity to review and revise the estimate. This was done and resubmitted within the hour. No update – we are still waiting!

Malheur Water Trail – PW staff cleared the path and put down an aggregate base and millings. The area near the put-in is gravel only.

Grant Writers – PW staff are developing the Environmental checklist and Preliminary Engineering Report now for the remainder portion of SE 2nd Street.

SE 5th – Still on hold.

ENGINEERING SUMMARY

ACTIVITIES SEPTEMBER 21 – OCTOBER 20:

Beck Park Bridge – This effort was put on hold as the field crews finished crack sealing and other seasonal projects. This should happen as soon as the Ontario Mini Mart ramp is completed.

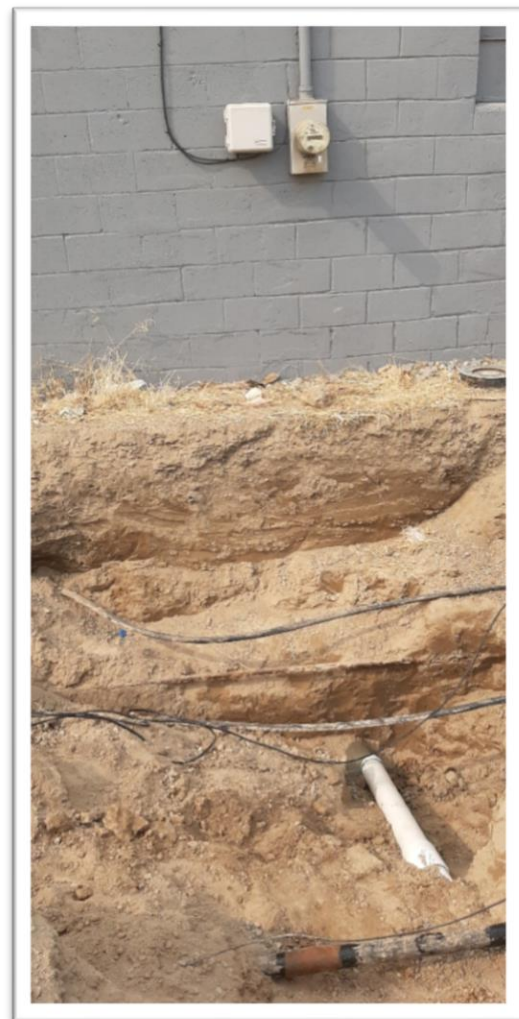
Tennis Courts – Adam worked with the Council and redirected funds from the Beck Park Restrooms to the tennis courts. Betsy is working with Bill F to make sure his bid is still good and to coordinate his schedule.

Economic Development and Development Reviews

Project Ruby – PW and Engineering team are working closely with the City to encourage continued discussions with the Project Ruby team. Letter developed by Engineering team regarding the opportunities within the City for Adam's use.

Goodfellow – Working with Commercial Tire on the design of this street. Will need to use SDC's to complete this work. PW/Engineering working with Adam and Dan to update the SDC list for this and other work.

Sewer service install inspection.



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

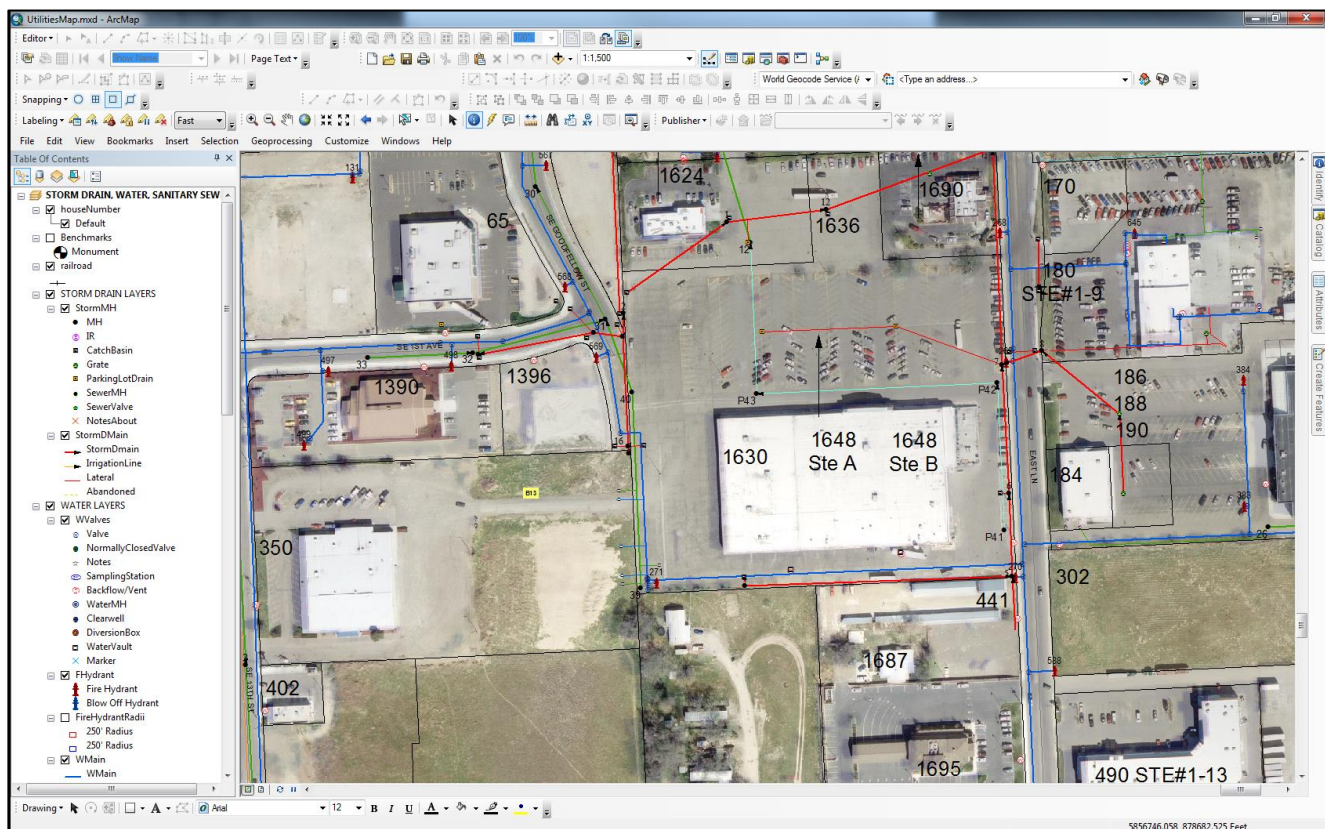
PARKS DEPARTMENT

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.





October 2020 ACTIVITY REPORT



October 2020



Emergency Medical:

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

CITY	151
RURAL	17

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	26	1	0
RURAL	15	6	5

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

TOTAL CALLS FOR MONTH

CITY	177
RURAL	32

FIREFIGHTER TRAINING:

10/6, 10/13, 10/20, 10/27 – Smoke Detector Inspections. (30 residential)





October 2020



PERMITS ISSUED:

City Open Burns 6

City Burn Barrels 0

Rural Open Burns 76

Rural Burn Barrels 18

INSPECTIONS:

10/19/20 – TVCC Fire Suppression Hood system, Fire alarm system.

10/22/20 – TVCC Fire Sprinkler Final.

10/23/20 –DHS Finals Fire alarm and Structural and Life Safety.

COMMUNITY INVOLVEMENT:

10/1/20 – Staff wore pink all month long in recognition of Breast Cancer Awareness Month.



10/21/20 – We received a donation from Courageous Kids Climbing, an organization that helps children with special needs.



10/24/20 – Fill the Boot – Almost \$14,000 raised for MDA.





October 2020



**Summary of
Interest:
City**

Rural

**Calls of
Incidents:**

Incidents:





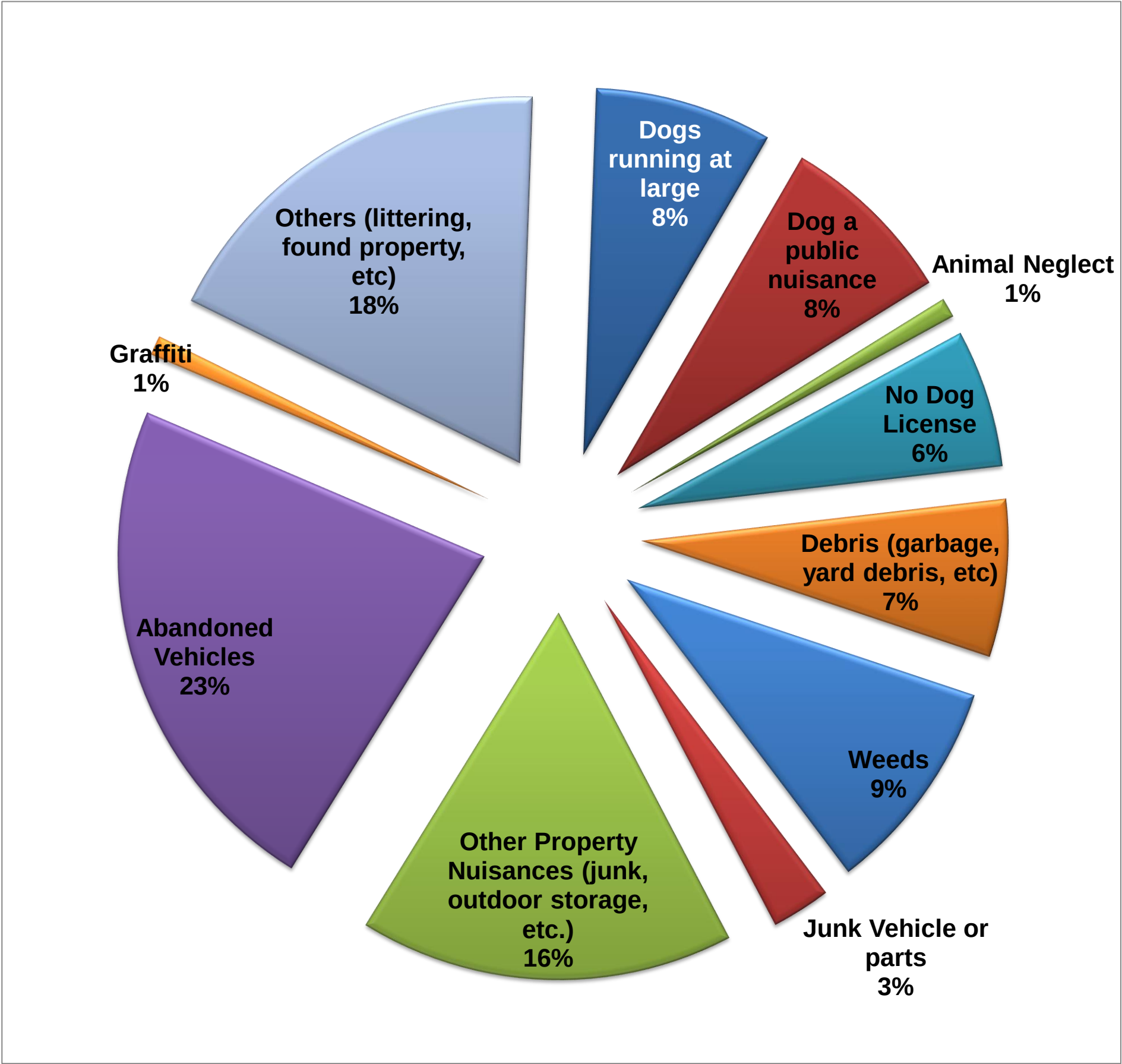
Police Stat Report 2020

Activity	Month of August	Month of September	Month of October	YTD 2020	Previous YTD (2019)
Calls for Service	966	838	925	8795	9114
Traffic Stops	127	132	101	1603	1849
Cited Traffic/Parking	63	67	85	779	721
Motor vehicle Crashes	38	31	37	353	396
Arrests	71	35	71	697	925
Arrests w/Use of Force	2	2	1	10	13
SRO Cases	0	0	12	87	223
Gang Related Cases	2	8	3	26	637
Graffiti	2	10	3	53	65
Death Investigations	4	5	3	26	7
Burglary	18	6	11	111	150
Robbery	0	0	2	6	10
Thefts	81	71	85	701	615
Assault	11	13	24	148	128
Homicide	0	0	0	1	3
Sex Crimes	4	0	6	47	46
Alarms	35	26	41	295	255

CODE ENFORCEMENT

October 2020 STATS

Violation	2020	2019
Dogs running at large	9	27
Dog a public nuisance	9	4
Animal Neglect	1	2
Animal Abuse		0
No Dog License	7	4
Debris (garbage, yard debris, etc)	8	3
Weeds	11	8
Junk Vehicle or parts	3	3
Other Property Nuisances (ju	19	16
Abandoned Vehicles	26	9
Derelict Structures		2
Graffiti	1	4
Others (littering, found property, etc)	21	16
Dogs taken to AniCare	0	11
Civil Penalties Issued	1	
C.P. Amount Sent	\$350	\$0
Total Parking Citations	5	5
Total Violations	115	98
Total Cases	94	76



Notes:

Due to COVID 19 - AniCare is closed so dogs are being transported; as a result, officers can be more proactive

Some cases have multiple violations; for example if a case has weeds,debris, junk, there are 3 violations, but only one case.

Monday August 24th

Online Meeting

Committee Members present: Jim Bain, Shawn Coleman, Dale Cruson, John Freeburg, Jerry Trolard, Luke Keller

Absent: Barbara Brody, Shay Myers. Both excused.

EX officio members: Adam Brown (city manager)

Airport Manager: Dan Beaubien

Guests: Tom Frazier, Toby Epler-JUB, Brian Rindilsbacher (BLM), Julie Lynch (TVCC)

Called to order 6:03PM

Motion to approve agenda- Shawn Coleman Motion, Luke Keller Second-passed

Jim Bain asked to wait on the approval of the minutes as there were some changes needed and not everyone had a chance to see them yet.

No public comment

Old Business: Fuel regulations-Dan B. comment the committee is established, there hasn't been a meeting of the committee yet. The fuel reg committee will meet after the 1st of September and have a recommendation for the Airport committee within three months. The invited committee members are: Adam Brown, Tom Frazier, Dan Beaubien and ag operators.

New Business:

- Airport update: mowing bids will be decided on by city council on 9/3/20

- the last herbicide application for the year has been completed

- badgers are a problem on the grass strip. Adam said that the City of Ontario has a licensed trapper.

- Dan B. is waiting on 2 bids for sprinklers for the grass runway

- FAA grant is all lined up, just waiting for the money to come in

- Irrigation ditch is going to be moved, Ty Frazier will do the work, we do not have a schedule for the work being completed.

TVCC update: Julie Lynch, classes have ended for the summer. The school has 2 planes flying, there are 10-15 new students enrolled for the fall which starts 9/28/20. Ground training will be held at the TVCC main campus. There are currently 4 instructors.

OSU-No update

Engineering update: JUB-Toby said that the grant money should be in 9/1, then the taxiway and hold apron projects can be awarded to a contractor.

Frazier Aviation update: The preceding two weeks have been busy due to fire activity.

City update: Adam Brown contacted the BLM Denver office regarding funding for a permanent building to be constructed at the Ontario airport. Funding is rolling over to the next fiscal year.

He has had 2 meetings with Business Oregon

BLM is finalizing its layout plan

City met with Fiber Guys (WIFI company). They cannot keep up with the needs of the airport, so a 3rd party will be completing the WIFI project

--Shawn Coleman asked if a differentiation could be made between commercial and private use?

City pays \$500/month for the internet service to the airport.

Dan B. talked to Dustin Mason (3rd party contractor for WIFI) and gave him names of hanger owners interested in internet service.

Adam Brown reported that all airport leases are paid up to date.

Committee member comments: Shawn Coleman asked if a new hangar packet is available? Dan B said he put them together and has them available in his office.

John Freeburg asked about tax rates and where the money goes. Adam Brown said that the City tax money goes into the city general fund.

John Freeburg made a motion to adjourn

Shawn Coleman second, meeting adjourned 6:37