

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



**COUNCIL MEETING AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
TUESDAY, NOVEMBER 9, 2021, 6:00 PM, MT
[Zoom Link](#)**

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: Susann Mills ____ Sam Baker ____ John Kirby ____ Ken Hart ____
Michael Braden ____ Eddie Melendrez ____ Mayor Riley Hill ____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on November 5, 2021. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

3) MOTION TO ADOPT THE AGENDA

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

5) CONSENT AGENDA

A) Minutes: City Council 09-14-2021

6) OLD BUSINESS

- A) Sales Agreement between Nascosto and City of Ontario: Tapadera Lift Station Property Purchase
- B) Motion for Downtown Lights and Carriage

7) NEW BUSINESS

- A) New Hanger Lease: Rick Todd -131 Cessna
- B) Hunter Lane Septic Failure and Request for Deferred Improvement Agreement
- C) Resolution #2021-137: Appropriate Additional Funds for CCTV services

8) PUBLIC HEARING

- A) Ordinance #2798-2021: Vacating all that Portion of NE 2nd Street Lying between NE 5th Avenue and NE 6th Avenue; All that Portion of NE 3rd Street Lying between NE 5th Avenue and South of I-84; That Portion of NE 5th Avenue Lying East of NE 3rd Street and West of the East Side of Blocks 178 and 179; That Portion of NE 6th Avenue Lying East of Blocks 186 and 187 and West of the East Side of Blocks 177 and 178 of Wilson's Supplemental Plat, to the City Of Ontario and all of the Alley Within Block 179 of said Wilson's Supplemental Plat, On First Reading by Title Only
- B) Ordinance #2799-2021: Planning Action 2021-07-28AZ - A Request by Gold Thumb Investments, LLC for the Annexation and Rezone of Property from Urban Growth Area Industrial (UGA-I) to City Light Industrial (I-1)

9) DISCUSSION ITEMS

- A) 2022-2023 Budget Calendar
- B) City Leases
- C) City Attorney Proposal
- D) Councilor Hart Request for Transient Lodging Tax
- E) December Meeting Schedule

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

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10) HAND-OUTS

- A) Monthly Stats:
 - Fire & Rescue Oct 2021
 - Public Works Oct 2021
 - Police Dept Oct 2021
 - Code Enforcement Oct 2021
- B) Minutes: County Court 10-20-2021

11) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

12) EXECUTIVE SESSION

- A) ORS 192.660(2)(h) - Current or Potential Litigation

13) ADJOURN



CITY COUNCIL MEETING MINUTES September 14, 2021

The scheduled meeting of the Ontario City Council was called to order by Mayor Riley Hill at 6:00 p.m. on Tuesday, September 14, 2021, in the Council Chambers of City Hall. Council members present in person or by call-in were Riley Hill, Sam Baker, John Kirby, Eddie Melendrez, and Ken Hart. Michael Braden was excused.

Members of staff present in person or by call-in were Adam Brown, Tori Barnett, Dan Cummings, Terry Leighton, Steven Romero, Kari Ott, Larry Sullivan, Al Cablay, Paul Woods, and Marc Berg. Larry Sullivan departed the meeting at 7:04 p.m.

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

Mayor Hill led everyone in the Pledge of Allegiance.

AGENDA

This Agenda was posted on September 10, 2021. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

BAKER moved, HART seconded, **TO ADOPT THE AGENDA AS PRESENTED**. Roll call vote: Baker-yes; Kirby-yes; Braden-out; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 5/0/1.

PUBLIC COMMENT

Michael Castro-Shrader, Ontario, stated: *Good evening everybody. I'm Michael Castro-Schrader, long time resident of Ontario, Oregon. Moved here in 1989. I've owned a house here since 1992. I've pretty much tried to keep on top of what's going on in our community. I think that's important. I do take the local papers; the one I don't take, I got a neighbor who shares it with me, or I go to the library. I don't know whether it came out, but I missed out on who the members were of the ad hoc committee with reviewing the city ordinances and I'm wondering what Council members, and if the Mayor is included in that, and how that's going and what kind of timeline you're looking at. And then the other thing is I'm hoping you don't rush that and I'm hoping, unfortunately, I think we're losing a good Police Chief in Chief Romero. We finally got a Chief who knows that there's some problems, long term problems with the city when it comes to ordinances and other issues. I hate to see the Chief go, and hopefully you'll be open to whatever feedback he gives you and you approach him concerning that before he leaves in October. I think he can, I'm kind of concerned about the, and I wanted to know what the status of, and again, I don't know whether it appeared in the papers or if I just missed it, on the city's decision on what they're going to do with the city civil penalties and forfeitures concerning city ordinances. I know that was still up in the air and I'm just wondering what the status of that is and when a decision might be made and from personal experience, I think it's important that the city not eliminate that because the city needs a variety of tools for the police department and our ordinance officers, as well as the city, to enforce city ordinances that are blatant and done consistently by people who've been warned numerous times and gone through the process so I'm curious on that. Unfortunately, the papers kind of gave a lot of press for the people who came forward and said oh, we've been over-fined and it's unfair, but unfortunately, I can't get the local newspaper to interview me and some of my neighbors who've dealt with long-term issues with neighbors that have been allowed to continue violating the ordinances and the problems is a lot greater than the net. I've discussed it at quite some length with Chief Romero and Adam Brown, the previous Police Chief, so many Council members previously have been around, so you know some of the issues and the documentation that I've proposed. I'd*



recommend that before you change any of the city ordinances, there's a reason why they were created. Most of them were done for a reason and I'll be out of the area in October, but I'm going to put together something for Adam Brown to share with you guys concerning some suggestions I have on some changes concerning a few of them. But I would also recommend that Adam Brown and the Police Chief, before he leaves, gives you all the documentation that I have provided over the years to the previous Chief as well as to the previous City Council and some of the current City Council members and Mayor concerning the one neighbor in particular, the long-term problems that we have had and what I attempted to do and my neighbors so you guys do understand the need to enforce the ordinances and the significance of having strong ordinances and ones that can be enforceable by both a Patrol Officer and the Ordinance Officers, and the need to have more than one Ordinance Officer in this city. It's pretty obvious that we need more than one Ordinance Officer. So, anyway, if you could give me some feedback concerning the questions I asked, I'd appreciate that.

Jackson Fox, Ontario, stated: *Honorable Mayor and Council, Jackson Fox, I live right here in Ontario. I rise tonight with a few questions for the Council. I recently learned back in March, \$600,000 went missing from the city's coffers, and the city's tracking system didn't even find it. \$600,000. Luckily, for the city, the local contractor that the \$600,000 was incorrectly transferred to was honest. But weeks had passed before the construction firm reconciled its bank account and found it. The city didn't find it, the construction firm found it. Not being used to this level of incompetence, I have questions. Number one – will the Council please check into the financial safeguards of the taxpayer's money? Number two – did the City Manager inform the Council of this \$600,000 event? Number three – is the City Manager supposed to inform the Council of all matters of the city and does not doing so violate the City Charter. Thank you, Council. May I approach?*

Councilor Hart asked who was the contractor, and how did Mr. Fox find out?

Mr. Fox: *I'm not going to make that public tonight because of this quorum; however, if any Councilors want to talk to me, I will share that information. But that's what I was asked to do, so hopefully, with respect, that's what I will do. Just give me a call. Adam Brown has my cell number.*

Mayor Hill stated he signed checks, most often, that were over \$5,000; he wondered if his name was on the check that went out.

Mr. Fox: *The \$600,000 wasn't in a check form.*

Kari Ott, Finance Director, stated for everyone's information, the transaction that Mr. Fox was discussing, the city had written a check to a contractor for the correct amount. The bank had the error, in that they added an extra zero. They messed up the digits. Yes, it was caught by the contractor first, but the city had not reconciled the bank accounts at that point. That was coming up, and that error by the bank would have been found. It was caught quickly after it occurred, and the money was returned. It was not the city's error; it was a bank error.

PRESENTATION

Community Needs Assessment

Councilor Melendrez stated this was a request to the citizens of Ontario, if they had time, to please fill out the needs assessment that Community in Action had. Every three years, Community in Action participated in a Community Needs Assessment. The purpose was to gather a cross section of information from residents, community partners, non-profit entities, and other groups that could provide valuable information regarding the community needs. After the survey was completed, it would be analyzed to determine gaps in services to address areas that might need additional focus for future planning. It would be incorporated into the Community in Action Strategic Plan to assist low-income residents of Harney and Malheur County. Regarding the demographics of those who already completed the form online, showed 58% identified as non-Hispanic/White/European Americans, 18.5% Latino or Hispanic Americans; 4.4% identified as more than two races, and some identified as other. Community in Action would like more Latino or Hispanic community members to take the survey. They would be at the Mexican Independence Day



event at Four Rivers Cultural Center on Saturday, at about 2:00 p.m. He was also asking, as a Mexican American, that his fellow Mexican Americans, that they needed to access the assessment, which was on the Community in Action website, and urged them to complete it. This would help Community in Action get more services to that community sector. www.communityinaction.info

Councilor Kirby asked if this document was just for use by Community in Action or for use by other organizations and government entities.

Councilor Melendrez stated he thought it might be just for Community in Action initially but believed every other agency could access the same results or statistics. However, he was not sure.

Mr. Castro asked if there were hard copies available.

Councilor Melendrez stated it was on the website.

Mr. Castro stated there were many, like himself, who didn't have a home computer, and to maybe have some printed out for people to get.

Councilor Melendrez thanked Mr. Castro for his suggestion and stated he would look into it.

Adam Brown stated he would provide a hard copy to Mr. Shrader, but the best way to get it out was to have it available at Community in Action. However, the city would produce some and have them here if anyone came to City Hall requesting a copy.

OLD BUSINESS

Appointment to Vacant City Council Position

Councilor Kirby addressed the letter submitted by the Diversity Advisory Committee endorsing James Grissett for the vacant position on the City Council. There was also an endorsement of Susann Mills from the Citizens Coalition of Ontario.

Councilor Melendrez thanked all the applicants and nominated James Grissett for the position.

Councilor Kirby nominated Susann Mills for the position.

HART moved, BAKER seconded, **THAT THE NOMINATIONS BE CLOSED.** Roll call vote: Baker-yes; Kirby-yes; Braden-out; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 5/0/1.

Mayor Hill asked for a vote on the two nominees: Melendrez for Grissett; Baker for Mills; Hart for Mills; Kirby for Mills; and Hill for Mills. Susann Mills was selected by a majority vote.

Tori Barnett, City Recorder, administered the Oath of Office to Ms. Mills, who then took a seat on the Council dais.

The Council thanked all the candidates for their interest in serving, and for taking the time to submit an application for the position. They were all encouraged to put their names on the ballot in the next election, as there would be three seats up for election.

Council Appointment: DAC Liaison and Audit Committee Member

Councilor Melendrez asked to be removed as the liaison to the Planning Commission and placed as the liaison to the DAC Committee. In doing so, he would still be serving on three committees.

Councilor Mills agreed to sit on the Audit Committee.



Councilor Hart agreed to take the liaison position on the Planning Commission.

Mayor Hill appointed Susann Mills to the Audit Committee; Councilor Hart as the Planning Commission liaison; and Councilor Melendrez as the DAC liaison.

NEW BUSINESS

Proposed Improvements for Street Lights, Sewer Line Flow Pacing, and Water Treatment Plant Pump and Motor Controls: Ameresco

Paul Woods, City Engineer, introduced Lon Inman and Wyeth Crawford of Ameresco, who conducted a PowerPoint presentation. *(PowerPoint attached)*

Council requested to bring this back for action at the September 28th meeting, and to present a clear motion, specifically as related to where the funds would be utilized.

Appoint Councilor to Ontario Rural Fire Protection District Negotiating Team

Mayor Hill appointed Councilor Braden to the position.

Contract Award: CKS, LLC for Engineering Design of Water and Sewer Line Extensions to Support Airport Economic Development

Adam Brown, City Manager, presented.

KIRBY moved, HART seconded, **THE CITY COUNCIL AWARD AN ENGINEERING DESIGN CONTRACT IN THE AMOUNT OF \$65,940 TO CK3 FOR WATER AND SEWER LINE EXTENSIONS IN THE VICINITY OF THE AIRPORT AND AUTHORIZE THE CITY MANAGER TO SIGN THE CONTRACT.** Roll call vote: Baker-yes; Kirby-yes; Braden-out; Hart-yes; Melendrez-yes; Mills-yes; Hill-yes. Motion carried 6/0/1.

PUBLIC HEARING

Ordinance #2793-2021 – Planning Action 2021-03-13AZ: A Request by Paul and Stacey Gehrman for the Annexation and Rezone of Property from Urban Growth Area Residential (UGA-R) to City Single Family Residential (RS-50) to Allow Connection to City Services and Withdrawing Said Territory from the Ontario Rural Fire Protection District #7-301; and the Ontario Rural Road Assessment District No. 3

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

Dan Cummings, Community Development Director, presented.

The Hearing was opened for public testimony.

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

HART moved, BAKER seconded, **THAT THE CITY COUNCIL APPROVE THE FINDING OF FACTS FOR THE ANNEXATION AND REZONE OF THE SUBJECT PROPERTY FROM URBAN GROWTH AREA RESIDENTIAL (UGA-R) TO CITY SINGLE FAMILY RESIDENTIAL (RS-50), AS SET FORTH IN ACTION 2021-03-13AZ BASED ON THE INFORMATION, FINDINGS AND CONCLUSIONS SET FORTH IN SECTIONS I THROUGH IV OF THIS REPORT AS APPROVED AND RECOMMENDED BY THE ONTARIO PLANNING COMMISSION.** Roll call vote: Baker-yes; Kirby-yes; Braden-out; Hart-yes; Melendrez-yes; Mills-yes; Hill-yes. Motion carried 6/0/1.



HART moved, BAKER seconded, **THAT THE CITY COUNCIL APPROVE ORDINANCE #2793-2021, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO, BEING A PARCEL WITHIN THE NW¼ SW¼ SECTION 5, TOWNSHIP 18 SOUTH RANGE 47 EAST, W.M., AND WITHDRAWING SAID TERRITORY FROM THE ONTARIO RURAL FIRE PROTECTION DISTRICT #7-302 AND THE ONTARIO RURAL ROAD ASSESSMENT DISTRICT NO. 3. ON FIRST READING BY TITLE ONLY.** Roll call vote: Baker-yes; Kirby-yes; Braden-out; Hart-yes; Melendrez-yes; Mills-yes; Hill-yes. Motion carried 6/0/1.

HART moved, BAKER seconded, **THE CITY COUNCIL WAIVE A SECOND READING OF ORDINANCE #2793-2021m AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO, BEING A PARCEL WITHIN THE NW¼ SW¼ SECTION 5, TOWNSHIP 18 SOUTH RANGE 47 EAST, W.M., AND WITHDRAWING SAID TERRITORY FROM THE ONTARIO RURAL FIRE PROTECTION DISTRICT #7-302 AND THE ONTARIO RURAL ROAD ASSESSMENT DISTRICT NO. 3.** Roll call vote: Baker-yes; Kirby-yes; Braden-out; Hart-yes; Melendrez-yes; Mills-yes; Hill-yes. Motion carried 6/0/1.

DEPARTMENT HEAD UPDATES

Fire & Rescue: Quarterly Report *(Attached)*

Terry Leighton, Fire Chief, presented.

DISCUSSION ITEMS

Economic Impact Study for Additional Bridge into Idaho

Council consensus to have the City Manager research the cost to complete a study and have that information ready for the Council at the next meeting.

Housing Incentive Program

Dan Cummings, Community Development Director, stated the city had 36 housing incentives approved, and numbers 37 and 38 just went before the committee for advancement to the Council. However, he needed to provide an update. The Loan Fund Committee suggested that \$150K be reserved in the fund should a business want to apply for use of the funds. In the two years since that discussion, there had been no applications for that. At the last meeting the committee submitted a recommendation to the Council to allow the committee to continue funding the housing incentive, using the remaining \$150K. With the approval of application #38, it brought the account to \$155K. Without consent to move past the \$150K threshold, #38 would be end of the project until funds were added in. Currently, the fund was receiving approximately \$87K a year paid back into the fund. He was requesting the Council allow the committee to continue with the program, which would provide funds for 15 more homes without any additional funds added. There was no formal action needed, just a consensus.

Councilor Hart asked for the history of the funds.

Mr. Cummings stated the original funds were received in 1984, when an economic development loan was received from the state to pay for a portion of the newly constructed bowling alley, as well as improvements to Sunset Drive. Once completed, the funds were reimbursed by the developer, and the state allowed the city to retain the funds, approximately \$180K, to use for economic development. The Council at that time placed the funds into the Business Loan Fund to assist in funding commercial entities coming to Ontario, using it for gap financing. Over the years, the account built up, with a few bad loans mixed in, growing to around \$600K. There had been \$380K expended towards the Housing Incentive Program.



Councilor Hart was in favor of removing the cap for the \$150K, to allow the committee to continue funding the \$10K for the Housing Incentive Program. He'd also like staff to consider this for the next budget cycle to see if there was a need to put more funds into the Program.

Mr. Brown stated when a proposed budget had been presented for the ARPA funds, there was a blocked allotment of around \$200K-\$300K, which could be used to infuse the Housing Incentive Program. The ARPA funds had to be expended within two years.

Consensus to remove the cap and allow the remainder of the funds be utilized for the program.

HAND OUTS

Monthly Department Stats (Attached)

Fire & Rescue, Public Works, Police: August, 2021

Minutes (Attached)

County Court 07-07-2021; 07-12-2021

Public Works Committee 06-08-2021

SREDA (Attached)

Agenda 09-07-2021

Report 09-07-2021

Snapshot

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORT

- Councilor Melendrez he was sad to see Police Romero leaving. He had brought a lot of value to the community. He had never seen a Chief so involved with a community for things like the wrestling program, the Boys and Girls Club, the Kiwanis Club, he started a Community Advisory Council for law enforcement, but he understood it was tough. He had a great mentor when he started on the Council to give it a year because it was tough, but he wished he had spoken up about the Chief's character and discussed some of the things he'd witnessed in the community. He had heard that he was planning to move on from the beginning, and he agreed that he'd move on too if he had been treated the way he'd seen or heard about. It would be difficult to stay after all that. From him, he apologized for some of those things. Going further, he thought it ironic that two weeks before the Mayor's attorney said some of the things he said about the way their accusations were targeting the Mayor, etc., but two weeks before that, the Council sent a letter to Salem saying the city supported law enforcement and were in opposition to defunding the police. Then the very next week, they were going after the Police Chief. They could all praise fire and police, but their actions were something else. They hadn't even supported the Fire Chief on his training center. He thanked the Chief for his time. Ontario wasn't ready for him, but he wished they were. Chief Romero had a lot of vision, and he wanted to see change for the better. So, again, his apologies.

Chief Romero thanked him for his comments, but no apology was needed. Public service was a calling you did because you wanted to, not because you had to. He thanked everyone who had supported him on staff and in the community.

- Councilor Kirby stated he spoke with Sue Jones last week, and she was in attendance that night, but in a letter she wrote to Adam Brown, she commented on the north entrance to the cemetery. So, what was the status of the cemetery gate?

Mr. Brown stated staff had comments open for the past two months, and there had not been complaints, so staff was leaving the gate open.



- Councilor Melendrez stated at a previous meeting, he felt he'd been grilled, and at the end of the meeting, felt a bit speechless, had no words, but he had been mocked. In thinking about it, and hearing comments from citizens, they also indicated they believed the Mayor had been making fun of him. After processing that, and thinking about it, when he brought up that conversation and used the word "grilled" and talked about a toxic environment, the Mayor saw that as an opportunity to say that word instead of reflecting on how the Council's action could be affecting the employees.

Mayor Hill said he was glad that Councilor Melendrez brought that up because there was no intent to mock him or anything else. He knew Councilor Melendrez felt strongly that the Council was pushing hard on some members of staff, but it was the job of the Council to ask those tough questions. Asking tough questions was not grilling someone. He apologized if that was taken wrong because he didn't mean it that way.

Councilor Melendrez thanked the Mayor, and accepted the apology; however, where he felt a disagreement with that because, for example, when Erik Hartley's last presentation, when asked about some issues he was dealing with regarding the Airport Committee, Councilor Kirby publicly said he disagreed with Mr. Hartley, and to him, that went above. When Councilor Kirby stated he spoke with the committee, and they said different, to him, that was going above. That was almost embarrassing that staff member. That was a conversation that could occur behind closed doors or let him know it was coming. But he saw Erik's face change from excited to being let down. People were saying he left for whatever reason, but he knew that had an impact on why he left. Going back to earlier, asking the tough questions, that's great, but before he came on City Council, he attended some trainings and he learned that when there were those tough questions, get them beforehand so whoever was presenting could be prepared. Have the conversation before the presentation. Doing it the way it was being done currently was not the way to do it. Let the person know those questions were coming so they could be prepared.

Councilor Kirby responded while Councilor Melendrez was correct, there was more to the story. He was the airport liaison, and there had been an issue there regarding vendor fees, mainly in the agricultural sector. The night Mr. Hartley presented a proposal that a \$1,000 fee be attached to each of those vendors. He was immediately contacted by the members of the committee, and was unfortunate that happened, but that's why he mentioned that the committee was not supporting him in his suggestion. At the subsequent airport meeting committee meeting, he apologized to Mr. Hartley, but chastised the members of the committee for placing him in an awkward position. There had been no intention for subterfuge. There were other issues, however, that brought about Mr. Hartley's departure from the city. For what happened to Mr. Hartley, he apologized, but that committee was moving forward to manage that \$1,000 issue.

Councilor Melendrez stated it was great that Councilor Kirby apologized to Mr. Hartley, but while he couldn't say how Erik felt, either embarrassed, frustrated, or disappointed with the comments made by Councilor Kirby, it was one thing to embarrass someone in public, then apologize in private. Apologizing in private didn't hold the same weight. He should have apologized in public.

Councilor Kirby stated he had apologized publicly.

Mayor Hill stated no one on the Council had been more mocked, beat up, chastised, or made fun of more than him.

- Mayor Hill commented on the ordinance violation issue by reading a statement into the record: *First of all, it was important for you to know that I did not sue the city. I followed the city's appeal process, and then I petitioned for a Writ of Review. The whole debacle was never about weeds. I believe former City Councilors Crume and Capron and Ordinance Officers and Leslie Thompson of the Argus Observer orchestrated a plan*



to personally and politically embarrass me because I questioned and was critical of some city policies. I have to assume city administration was aware of this. The Ordinance Officer did not follow the procedures prescribed by city policy. In fact, Officer Brockett told the Argus Observer that procedure was followed, which was absolutely untrue as proper procedure and processes were not followed. The property was occupied by squatters at the time. In our country, squatters have rights, which required me to go to court to get an order to evict them. The next step was to pay the Sheriff's Office to get the squatters removed from the property. The entire process took many months. The picture that the Argus put on the front page is when the property was occupied by squatters. I also think it's important for you to know that the city is bound by the same ordinances and fines as individual property owners. However, the city does not follow its own ordinances. When I asked about that issue, the answer was "we don't have the time, the money, or the resources to do so". As I looked further into these things, it was apparent to me that the way city operated was unfair, unjust, illegal, and probably unconstitutional. People's rights, not just mine, were being trampled on. Tell me how \$40,000, \$50,000, \$60,000, \$227,000 fines levied on people and property is fair, especially to people living in poverty or with limited resources, forcing people to sell just to pay the fines. For the reasons I have just described is why I decided to bring the issue to the light of day. Fortunately for the citizens of Ontario, the current Council and the judge recognized the harassment and intimidation by the Ordinance Officers and administration to me, as well as other property owners. This could have all been avoided as I made a settlement offer to the city. I said I would personally donate \$500 to a homeless project and drop the appeal if the city would vacate the fine against my company. Well, the judge did that. The city would release records of the other fines and appeals. Well, the city was forced to do that. They didn't do it on their own. The city would separate the Hearings Officer from the Police Department. Fortunately, the Council saw what was going on and they put a stay on it. And, the Police Department would apologize to the incorrect statements in the Argus Observer. Well, under oath, Officer Brockett had to retract his statement and tell that his statements were incorrect and that he had not followed proper procedure. That was never retracted. Let's hope that the ad hoc ordinance committee makes some reasonable recommendations that protects all citizens and we move on and concentrate on doing positive and good things for Ontario, such as the things that I've been working on – the bridge, Tech Fair, water and sewer projects, that we have put contracts out for engineering so that we can get federal infrastructure money when that comes about, we opened a new street today, the River Trail, trails to downtown, \$2,000,000 that we paid down on PERS – all of these things I have worked on intimately as the Mayor. He'd like to see work on those things and get this other thing behind them and have the ad hoc committee develop something that worked instead of punishing the citizens.

- Councilor Melendrez stated he asked the City Manager a few meetings back about doing some type of land acknowledgment for the first people that lived in this area. Councilor Kirby had voiced that he didn't want any of them to go that way, mentioning something about further legal action perhaps by a specific tribe wanting to return to take back the land or make some type of demand. He wanted Council to research that whole request further, noting that they respected the first people that were here. Also, comments were made that it happened a long time ago, or that those people were no longer here. However, he knew they were here. He had personally spoken to a Native American woman who lived in the park because she was homeless, but those people are here, but we refused to see them. They needed to respect those who were here first and recognize the injustices that were done to them. Looking at history told us why they were not here, because they were forced out. The same way the Basque community was honored, the Japanese culture and community, they should also be celebrating the other cultures that were here, too. Councilor Kirby stated the was afraid of that because it was a new topic, but he'd like Councilor Kirby to speak to that.

Councilor Kirby stated in going through Four Rivers Cultural Center, it began with the story of the Piute Indians, and then their forced removal from the land. The money for the building came from the story being told about the Japanese Americans who came to this community. That story went to the United States Congress, who donated \$4,000,000 to the project. The Japanese Americans said they were not the only culture in this area and asked to honor all of the cultures here. Many might say they received \$25K in redress money, but those people were still alive when President



Reagan proposed that redress fund. With that, there were funds set aside for education. When the community moved forward to get those funds to educate not only our citizens but all across the United States about the injustices that could happen by government, they were awarded \$4,000,000 to do that. The story then expanded to Norther Europeans, which included the Basque people, and the Irish, the Scottish, Norwegian, Swedish, the Dutch, people who populated this area. But they also told the story of the forced removal of the Piute. When he took the then Catholic Bishop of Eastern Oregon through the Center to show him the display, when they arrived at the section of the Piute being removed from this area, the remark was made that injustice didn't leave anyone unscathed. At that time, the Hines family complained that the Catholic Priest in Burns was helping the Piute Indians and that they didn't like that. They complained to the Archbishop in Chicago. They took away that priest's ability to say mass because he wasn't in compliance with what they considered to be the way to do things at that time. His family resided in Richland, Oregon at that time, and Chief Joseph, head of the Nez Pierce Tribe, was making war with the United States Calvary. His last statement included the comment "I will make war no more forever" *[sic]* His sister was married to the first territorial Governor for Oregon, and he had a family member buried right next to him. They needed to be good to the Piute people. But to reimburse them when they were not alive, he personally believed, would be an error. There were currently people removing dams to facilitate fish, but the government wanted to raise the tax on natural gas, so people needed to depend on electricity. If the Council took the statement, they were in support of that, they could not speak freely about the future. They only needed to say the Pledge of Allegiance to the flag, as one nation.

- Councilor Melendrez stated he had a few other issues he wanted to address, but he would bring them up at the next meeting.

ADJOURN

BAKER moved, HART seconded, **THAT THE MEETING BE ADJOURNED**. Roll call vote: Baker-yes; Kirby-yes; Braden-out; Hart-yes; Melendrez-yes; Mills-yes; Hill-yes. Motion carried 6/0/1.

ACCEPTED:

ATTEST

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder





**AGENDA REPORT
OLD BUSINESS
November 9, 2021**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: SALES AGREEMENT BETWEEN NASCOSTO AND CITY OF ONTARIO: TAPADERA LIFT STATION PROPERTY PURCHASE

DATE: November 1, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE SALES AGREEMENT BETWEEN NASCOSTO LLC AND THE CITY OF ONTARIO AS PER ATTACHMENT 1 OF THIS REPORT AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT FOR A TOTAL DOLLAR AMOUNT OF \$8,949.60.

SUMMARY:

An agreement for the purchase of the property known as the "Tapadera Lift Station" has been reached. The sales agreement is ready to be approved and signed to move forward with the purchase and closing of the sale of the property from Nascosto LLC to the City of Ontario.

BACKGROUND:

On March 4, 2021 at the Council work session, a presentation was given for the need to upgrade the lift station in the NE Commercial area know as the "Tapadera Lift Station".

As part of the presentation it was determined it was in the best interest for the City to own the property that the existing lift station sits on (current only on a 25' x 25' easement area) as well as the need to purchase more land for the upgrades needed for the lift station.

The owner of the land agreed to sell the area needed for the lift station for the amount to be determined later after the property was partitioned, but offered the land in the amount of between \$8,000 and \$10,000.

The City Council, by consensus, agreed that the amount of between \$8,000 and \$10,000 for the additional land of 1,780 square feet (for a total of 2,405+- square feet with existing easement) along with the temporary construction easement is within the fair market value for the land. The Council directed staff to proceed with the negotiations and purchase of the

property once the parcel was created by a Partition or a Subdivision of the land.

CURRENT SITUATION:

The Partition Plat has been finalized and recorded with the Malheur County Clerks office creating the parcel for the lift station which is Parcel 3 of Partition Plat 21-10.

The final negotiated amount of \$8,949.60 for Parcel 3 has been formalized and the attached sales agreement (Attachment 1) is ready for signatures.

ANALYSIS:

- A. **STRATEGIC PLAN** This action meets the City strategic plan for allowing for future growth in the area by providing for more sanitary sewer capacity for the NE Commercial Area of Ontario.
- B. **FINANCIAL** A budget of \$850,000 was approved by the City Council from the Sanitary Sewer Contingency Fund for the upgrading of the "Tapadera Lift Station" which included the estimated amount of \$8,000 to \$10,000 for the purchase of the land that the Lift Station is sited on. The final amount to pay is \$8,949.60.
- C. **TIMING** This action is needed to move forward with the closing and purchase of the property so that the upgrades to the facility can be made.
- D. **POLICY/LEGAL** Purchase of property is required to be approved by the City Council.

ALTERNATIVES:

The City Council could choose not to approve the purchase of the land and instruct staff to negotiate for an easement instead.

RECOMMENDATION:

Staff recommends the City Council approve the sales agreement and instruct the City Manager to move forward with the purchase of the property.

ATTACHMENTS:

1. Nascosta-Ontario Sale Agreement-DKC Final_11-1-21

AGREEMENT FOR SALE OF REAL PROPERTY

_____, 2021

THE CITY OF ONTARIO, a political subdivision of the State of Oregon, (hereinafter referred to as the "Buyer") agrees to purchase, and **NASCOSTO, LLC**, an Oregon Limited Liability Company (hereinafter referred to as the "Seller") agrees to sell, upon the terms and conditions herein set forth, certain real property located in Malheur County, Oregon, and more particularly described in **EXHIBIT "A"** and shown on **Exhibit B**, attached hereto and incorporated herein by reference (hereinafter referred to as the "Property").

1. TOTAL PURCHASE PRICE. The total purchase price is **EIGHT THOUSAND NINE HUNDRED FORTY-NINE AND 60/100 DOLLARS** (\$8,949.60), payable in cash, lawful money of the U.S., upon closing.

2. TITLE OF SELLER. Title of the Seller is to be conveyed by Bargain and Sale Deed.

3. TITLE INSURANCE. Prior to the completion of the sale from Seller to Buyer, Seller will purchase at its own expense and provide to Buyer a policy of title insurance establishing that the Property has no liens or clouds on title affecting the marketability of the Parcel.

4. NO WARRANTIES. No warranties, agreements or representations have been made or shall be binding upon either party unless herein set forth.

5. MINERAL AND WATER RIGHTS. Seller agrees to convey to Buyer as part of this transaction all mineral rights, minerals, and mineral leases, appurtenant thereto that are now on or used in connection with the Property, if any.

6. INSPECTION. Buyer agrees that Buyer is purchasing the Property upon the basis of Buyer's own examination and judgment and not by reason of any representation made to Buyer by Seller or any agent of Seller as to its condition, size, location, zoning status, covenants, conditions and restrictions, present value, future value, income therefrom or as to its production. Buyer accepts the property in its "as-is" condition. Buyer hereby acknowledges further that it has not received or relied upon any statements or representations by the Seller or any agent of Seller which are not herein expressed. The Buyer has entered into this Agreement relying solely upon information and knowledge obtained from its own investigation or personal inspection of the Property. This Agreement constitutes the whole Agreement between the parties and that no warranties, agreements or representations have been made or shall be binding upon either party unless herein set forth.

7. CLOSING. There shall be no Closing Agent for this transaction. Upon receipt of the purchase price from the Buyer, Seller shall record the Bargain and Sale Deed conveying the Property to Buyer.

9. TAXES. Property taxes for the year 2021 forward shall be paid by Buyer.

10. POSSESSION. Sellers shall deliver possession to Buyer upon closing.

11. DEFAULT. In the event of default by either of the parties in their performance of the terms and

conditions of this Agreement, the defaulting party agrees to pay all costs incurred by either party in connection with this matter and to pay, in addition thereto, all attorney fees and costs incurred by the non-defaulting party, at suit or on appeal.

12. RISK OF LOSS. Prior to closing of this sale, all risk of loss shall remain with the Seller. In addition, should the property be materially damaged by fire, vandalism, flood earthquake, or acts of God, or other cause prior to closing, this Agreement may be voidable at the option of Buyer.

13. AMENDMENT. No amendment, alteration or modification of this Agreement shall be effective unless made in writing and duly executed by the parties hereto.

14. ASSIGNMENT. Neither party may assign this Agreement or any interest hereunder without the written consent of the other party.

15. EXECUTION OF OTHER DOCUMENTS. The parties agree to execute any further and additional documents necessary to carry out the terms of this Agreement.

16. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the State of Oregon.

17. SEVERABILITY. In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

18. BINDING AFFECT. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their heirs, personal representatives, successors and assignees.

19. ENTIRE AGREEMENT. This Agreement is the final agreement and constitutes and contains the entire Agreement of the parties and supersedes and merges all other prior understandings and agreements between the parties, if any, whether verbal or written.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the day and year first above written.

BUYER:
THE CITY OF ONTARIO:

Seller:
NASCOSTO, LLC:

RILEY J. HILL
Mayor

REECE M. HRIZUK
Manager

ATTEST:

TORI BARNETT, MMC
City Recorder

EXHIBIT "A"

Land in Malheur County, Oregon as follows:

In Township 18 South, Range 47 East of the Willamette Meridian:
Within Sections 2 & 3 described as follows:

PARTITION PLAT NO. 21-10, recorded May 13, 2021 as Instrument No. 2021-2256, Official Records of Malheur County, Oregon as follows:

Parcel 3

Being a Re-Plat of Lot 1, Block 4 a portion of Lot 1 all of Lot 2 Block 3 and Parcel 2 of Partition Plat 91-1 All within Sections 2 & 3 Township 18 S., Range 47 E., W.M. Malheur County, Oregon City of Ontario

Together with all minerals and mineral leases, tenements and hereditaments, appurtenances and fixtures, easements, rights, privileges, permits and licenses thereunto belonging, in anywise appertaining or used in connection therewith, and the reversions, remainders, rents, issues and profits thereof.

EXHIBIT "B"

Being a Re-Plat of Lot 1, Block 4 a portion of lot 1 all of lot 2 Block 3 and Parcel 2 of a portion of Plat 91-1 at within Sections 2 & 3 Township 18 S., Range 47 E., W.M. Malheur County, Oregon City of Malheur

PARTITION PLAT NO. 21-10

OWNER'S DECLARATION:
 I, LANCE C. KING, HERBERY, THE ASSOCIATED LAND COMPANY, OWNER OF THE LANDS SHOWN AND DESCRIBED HEREON, DO HEREBY CERTIFY THAT THE LANDS SHOWN AND DESCRIBED HEREON ARE THE SAME AS SHOWN AND DESCRIBED IN THE PLAT OF LANCE C. KING, HERBERY, AND ASSOCIATED LAND COMPANY, DATED MAY 13, 2021, AND THAT THE LANDS SHOWN AND DESCRIBED HEREON ARE THE SAME AS SHOWN AND DESCRIBED IN THE PLAT OF LANCE C. KING, HERBERY, AND ASSOCIATED LAND COMPANY, DATED MAY 13, 2021.

ACKNOWLEDGMENT:
 I, LANCE C. KING, HERBERY, DO HEREBY CERTIFY THAT THE LANDS SHOWN AND DESCRIBED HEREON ARE THE SAME AS SHOWN AND DESCRIBED IN THE PLAT OF LANCE C. KING, HERBERY, AND ASSOCIATED LAND COMPANY, DATED MAY 13, 2021, AND THAT THE LANDS SHOWN AND DESCRIBED HEREON ARE THE SAME AS SHOWN AND DESCRIBED IN THE PLAT OF LANCE C. KING, HERBERY, AND ASSOCIATED LAND COMPANY, DATED MAY 13, 2021.

CITY ACCEPTANCE:
 I, LANCE C. KING, HERBERY, DO HEREBY CERTIFY THAT THE LANDS SHOWN AND DESCRIBED HEREON ARE THE SAME AS SHOWN AND DESCRIBED IN THE PLAT OF LANCE C. KING, HERBERY, AND ASSOCIATED LAND COMPANY, DATED MAY 13, 2021, AND THAT THE LANDS SHOWN AND DESCRIBED HEREON ARE THE SAME AS SHOWN AND DESCRIBED IN THE PLAT OF LANCE C. KING, HERBERY, AND ASSOCIATED LAND COMPANY, DATED MAY 13, 2021.

CERTIFICATE OF MALHEUR COUNTY RECORDER:
 I, LANCE C. KING, HERBERY, DO HEREBY CERTIFY THAT THE LANDS SHOWN AND DESCRIBED HEREON ARE THE SAME AS SHOWN AND DESCRIBED IN THE PLAT OF LANCE C. KING, HERBERY, AND ASSOCIATED LAND COMPANY, DATED MAY 13, 2021, AND THAT THE LANDS SHOWN AND DESCRIBED HEREON ARE THE SAME AS SHOWN AND DESCRIBED IN THE PLAT OF LANCE C. KING, HERBERY, AND ASSOCIATED LAND COMPANY, DATED MAY 13, 2021.

LEGEND:
 () DATA OF RECORD
 --- PARTITION BOUNDARY
 --- NEW PARTITION LINE
 --- CALCULATED DISTANCE
 --- SECTION LINE (SEC.)
 --- BEARING (BY W.M. BOUNDARY)
 --- TALL LOT LINES
 --- EXISTING EASEMENTS
 --- EASEMENT BEING VACATED
 --- NEW EASEMENT
 --- CALCULATED POINT

RECEIVED PROFESSIONAL LAND SURVEYOR
 LANCE C. KING, HERBERY
 MAY 13, 2021
 61450

RECEIVED PROFESSIONAL LAND SURVEYOR
 LANCE C. KING, HERBERY
 MAY 13, 2021
 61450



**AGENDA REPORT
OLD BUSINESS
November 9, 2021**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: MOTION FOR DOWNTOWN LIGHTS AND CARRIAGE

DATE: November 1, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL AUTHORIZE STAFF TO SUPPORT THE DOWNTOWN BUSINESSES WITH A DONATION OF \$700 TO BE USED AS A GRANT MATCH TO PAY FOR HOLIDAY LIGHTS FOR DOWNTOWN BUSINESSES.

SUMMARY:

Downtown businesses have collaborated together to provide a Hallmark night on November 19, 2021. City staff applied for a grant from the Visitors and Convention Bureau to be used specifically for this event. The grant would provide lights for downtown merchants and for a horse carriage on the 19th.

BACKGROUND:

We have not typically had much going on downtown for the holidays, with a few exceptions. Several years ago Revitalize Oregon was able to use an Americorp worker to organize a competition for decorating business. That was very popular among the businesses and the residents.

The Visitors and Convention Bureau (V&C) purchased new holiday lights for downtown, which were also a great addition to the holiday environment. Lastly, just before COVID struck a nativity was held at Moore Park. The downtown use for holiday celebrations has been increasing over the last five years and I believe it's the desire of the merchants to have more activities that attract more patrons.

CURRENT SITUATION:

Downtown Merchants have organized an event called Frosty Fest with over 20 vendors and food trucks joining the downtown merchants. They requested support to pay for horse and buggy rides, which will be provided to people coming to the festival free of charge. Working with the downtown merchants we were able to receive a grant for holiday lights for downtown businesses from the V&C. The lights will be able to be used each year. The city is being asked to pay the cost of the horse and buggy carriage as a match to the V&C grant. The downtown business merchants may purchase and additional carriage on

their own.



ANALYSIS:

- A. **STRATEGIC PLAN** The City's strategic plan calls for more activities in our community to strengthen our downtown. Adding the lights to the corridor would contribute towards those goals.
- B. **FINANCIAL** The Visitor's and Convention Board approved the grant request for the \$1,950 match for lights downtown. The Council's contribution will be used to pay for free horse and buggy rides.

Due to position vacancies, there is sufficient money in the City Manager's department budget to pay the \$700.

- C. **TIMING** The downtown merchants have already made substantial commitments and the V&C Board approved the light purchase. The date for the event is less than two weeks away. Action tonight would be greatly appreciated.
- D. **POLICY/LEGAL** Council will need to approve a budget amendment to recognize the new V&C revenue.

ALTERNATIVES:

Take No Action: The activity may or may not move forward.

RECOMMENDATION:

Staff recommends approval of using \$700 from the City Manager's budget to help the downtown businesses with their Hallmark night planning.

ATTACHMENTS:

- 1. VC-Application-and-Criteria_Hallmark Downtown_11-28-21



VISITORS AND CONVENTION BOARD

C/O Ontario Area Chamber of Commerce

251 SW 9th St.

Ontario, OR 97914

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

info@ontariochamber.com

PROMOTION AND EVENT FUND APPLICATION

GENERAL INFORMATION:

Name of Applicant Organization: City of Ontario

Complete Mailing Address: 444 SW 4th St.

Telephone: 5418813223 Fax: 5418897121 E-Mail: adam.brown@ontariooregon.org

Principal Contact Adam Brown

Complete Mailing Address: 444 SW 4th St., Ontario, OR 97914

Telephone: 5418813223 Fax: 5418897121 E-Mail: adam.brown@ontariooregon.org

Name of Event and Date and Time Event Will Be Held: A Hallmark Downtown

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

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

☒ **Yes** ☐ **No** / \$

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

☒ **Yes** ☐ **No**

Description of Promotion or Event: Downtown businesses have coordinated to have a hallmark night on November 19,

2021. The City will likely be assisting them by paying for a horse carriage to provide free rides

downtown. We are requesting a grant for the city to purchase lights to distribute to each business to

decorate their building. The lights can be reused each year to brighten up downtown. A 50 foot strand is about \$30.

A grant of \$1,950 will allow us to purchase 65, 50-foot light spoils.

NATURE OF PROMOTION/EVENT: Holiday

☒ **Tourism based capital project** ☐ **Multi-night local lodging event**

☐ **Special media promotion** ☐ **Education and/or training project**

Amount of Funding Support Requested: \$ \$1,950

Total Promotion/Event Budget: \$ \$2,650

What specific expenditures will the granted funds be used for?*: The grant will be used for
holiday lights for businesses downtown which would include any business
between the 300 block of North Oregon to the 6th block of South Oregon.
It would include Business between Depot Lane and 1st St on the east & West.

List promotion/event supporters or partners**: The City Council will consider paying
for the horse carriage rides for the night of the 19th of November.

PROJECTED PROMOTION/EVENT IMPACT:

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

The city likes the idea of being able to help support the businesses with
lights, because they can be re-used each year and added to for the holiday
season. The pandemic has been difficult on most businesses. This small support to each business
could make a big impact on the face of our city, our downtown. People are always
attracted to light shows. Residents of this community travel all the way to Caldwell
to see the lights there. We would buy LED lighting so that the cost to
businesses is not burdensome. Also, with one entity buying, there would be
some uniformity to the lighting, which would help us keep a consistent theme.

FINANCIAL REPORTING REQUIREMENTS:

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

PROPOSED REVENUES

Source #1 City of Ontario	Amount \$ 700
Source #2 V&C	Amount \$ 1,950
Source #3	Amount \$
Source #4	Amount \$
Source #5	Amount \$

TOTAL REVENUES \$2,650

PROPOSED EXPENDITURES

Use #1 Horse Carriage	Amount \$ 700
Use #2 Lights	Amount \$ 1,950
Use #3	Amount \$
Use #4	Amount \$
Use #5	Amount \$
Use #6	Amount \$
Use #7	Amount \$
Use #8	Amount \$
Use #9	Amount \$
Use #10	Amount \$

TOTAL EXPENDITURES \$2,650

REVENUES MINUS EXPENDITURES \$0

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

10 28 2021

Date

Signed

Adam J. Brown

Printed Name of Applicant

Date Received: _____ Ontario Area Chamber President/CEO: _____



QUALIFYING CRITERIA FOR V&C FUNDS REQUESTS

- 1) The project is a tourism-based capital project such as, but not limited to, beautification. Examples of such potential projects might include coordinated refuse bins in shopping areas or enhancements to the highway arterial entrances to the City of Ontario such as shrubs, lighting or signage.
- 2) Multi-night events that would attract attendees from out of the area. Such events should be of a nature that would necessitate overnight lodging in the Ontario area rather than merely being events that would bring local persons into Ontario only to return to their homes the same day.
- 3) Projects consisting of special area media promotions. These could include, among others, special brochures or videos or advertising co-op projects designed to extol the virtues of Ontario as a tourism, convention, cultural, or recreational destination.
- 4) Projects related to the education and/or training of the Visitors and Convention Director or Board members.



INSTRUCTIONS AND PROCEDURES

FOR

V&C FUND REQUEST APPLICATION

- 1) Fill out the prepared application for request for funds. The forms can be obtained from the Ontario Area Chamber of Commerce office or on the Ontario Area Chamber website www.ontariochamber.com. The application and instructions can also be e-mailed or sent regular mail at applicant's request. Do not use any other form for your request.
- 2) Applications for the request for funds from the V&C Board are due Wednesday during the week preceding the week of the Board Meeting. The V&C Board meets the first Thursday of every month; therefore applications are due to the President/CEO of the Ontario Area Chamber of Commerce a week prior. From time to time, the Board will schedule a special meeting, so please check with the President/CEO of the Chamber of Commerce.
- 3) Applications will be reviewed by the Chamber of President/CEO prior to placement in the V&C Board packets. Applicants may need to meet with the President/CEO to discuss requests.
- 4) It is imperative that the applicant, or applicant's representative, attend the Board meeting to ensure any questions that the Board may have can be answered. If no representative is present for the meeting, the application will be tabled with no action being taken or denied.
- 5) It is important to include a phone, email address and fax number, if available, on applications. The Principal Contact person will be contacted to notify them of their placement on the agenda, and the date and time of the meeting.
- 6) Applicants will be notified by the Chamber President/CEO of funds awarded and will be requested to pick up their check at the Ontario Chamber of Commerce office. Further instruction may be stipulated by with the granted funds.
- 7) Applications submitted **after** an event is held will be rejected.
- 8) Applicants are required to provide the V&C Board with a final report summarizing results of the promotion/event within 90 days after the event (e.g., attendance, local and regional publicity, hotel/motel overnight occupancy, closing revenue and expenditure report, etc.)
- 9) If there are any questions regarding the application procedure, deadlines, or comments or questions in general, please contact the President/CEO, Ontario Area Chamber of Commerce at 541-889-8012.



**AGENDA REPORT
NEW BUSINESS
November 9, 2021**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **NEW HANGER LEASE: RICK TODD -131 CESSNA**

DATE: October 9, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE HANGER LEASE OF 131 CESSNA TO RICK TODD.

SUMMARY:

Rick Todd would like to construct a 2,500 square foot (50' x 50') box hanger on proposed hanger site being addressed as 131 Cessna to store his private aircraft(s).

BACKGROUND:

Under the current Airport Layout Plan (ALP) there are 6 50' x 50' hanger spaces that has been defined as possible commercial hanger leases in the area just east of the current FBO (Fixed Base Operation) site and east of SW 33rd Street, said sites are bounded on the West by the Taxi Way Juliet, on the East by Hotel, on the North by Beechcraft and the South by Cessna as shown on Attachment #1.

In the summer of 2020 the City Council approved the extension of sanitary Sewer to these hangers spaces and the sewer line was constructed. The site already had access to City water. In May of 2021 Mr. Todd held a PDAC with city staff and was advised of the requirements needed to construct a hanger.

CURRENT SITUATION:

Mr. Cummings and Mr. Todd agreed on one of the 50' x 50' hanger sites reserved for commercial use pending approval by the City Council. This will allow Mr. Todd to connect to sewer and water (which he would like to do) sooner then it would be possible at the original location (water is the only thing available right now at the other site).

Mr. Todd would like to move forward with constructing a 50' x 50' private hanger to store his personal aircraft on the hanger space addressed as 131 Cessna and has agreed that in the

future (see section 28 in the lease attached to this report as Attachment 2) if he uses the hanger as a commercial operation he will amend the lease to pay any current commercial lease fees.

On November 1, 2021, the proposed lease was presented to the Airport Committee at their regular meeting and the site and lease request was recommended for approved to the City Council.

ANALYSIS:

- A. **STRATEGIC PLAN** Growth within the airport is part of the Council Strategic Plan aiding in the stability of the airport and the local economy.
- B. **FINANCIAL** This ground lease will bring an annual payment of \$391.00 as well as approximately \$800 to \$1,000 in property taxes to the Ontario Airport fund.
- C. **TIMING** Approval of the lease will allow the developer to move forward with obtaining building permits and the construction of the hanger.
- D. **POLICY/LEGAL** It is required of all developers to obtain a ground lease from the City of Ontario prior to construction of any building on airport property.

ALTERNATIVES:

The Council could choose not to approve the lease and construction of the new hanger at 131 Cessna on the airport, and instruct the staff to find an alternative site to fit a 50' x 50 hanger on and renegotiate a deal with Mr. Todd.

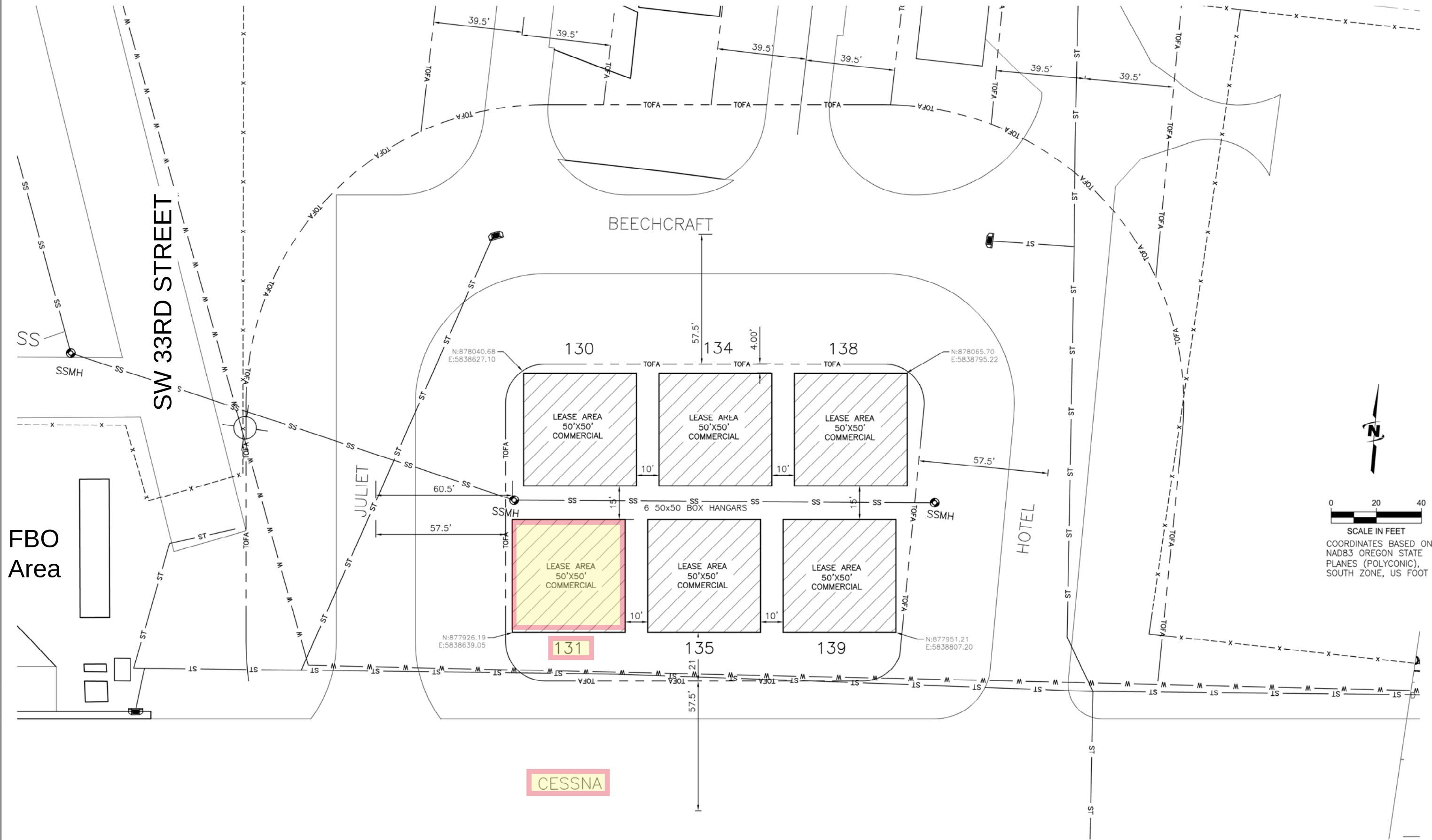
RECOMMENDATION:

Staff recommends the City Council approve the ground lease between the City of Ontario and Rick Todd for 131 Cessna on the Ontario Airport.

ATTACHMENTS:

- 1. COMMERCIAL HANGER_ 131 Cessna
- 2. 2021 Hangar Lease 131 Cessna_Rick Todd_Tenant signed

Plot Date: 10/7/2021 2:13 PM Plotted By: Dan Cummings
Drawn: 10/7/2021 10:27:21 X:\COM\DEVELOPMENT\PLANNING\DEPT\ONAS INFO\AIRPORT\HANGARS\2021 HANGER LAYOUTS\ACAD-HANGAR LAYOUT.DWG
FILE: ACAD-HANGAR LAYOUT.DWG



ONTARIO MUNICIPAL AIRPORT
ONTARIO, OREGON
HANGAR LAYOUT



LAST UPDATED: 10/7/2021
PLOT DATE: 10/7/2021
JUB ENGINEERS, INC.



LEASE AGREEMENT

131 Cessna

THIS AGREEMENT, made and entered into this 1st day of November 2021 by and between the **CITY OF ONTARIO, OREGON**, as first party, hereinafter referred to as the "LANDLORD" and, **Rick Todd**, as second party, hereinafter referred to as "TENANT."

WITNESETH:

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 1st day of November 2021. If the lease is not in default, unless either party shall give written notice prior to each anniversary date of this lease, and subject to LANDLORD'S receipt from TENANT of the annual lease payment, the lease term will automatically renew for a successive ten-year term. A decision by LANDLORD to give TENANT written notice that LANDLORD does not intend to extend the ten-year term of this lease shall be based upon LANDLORD'S need to utilize the subject property for other airport or aircraft purposes.
- 2) TENANT shall pay to the LANDLORD as yearly rent the sum of **FIFTEEN POINT SIX FOUR (15.64)** cents per square foot of the property described in Exhibit "A", subject to the rights of LANDLORD to escalate said rental amount as more specifically provided for hereinafter. The parties hereto covenant and agree that the total area of the property described in Exhibit "A" is 2,500 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 writing prior to commencement of either, and the same to be constructed and operated conformity with all ordinances and regulations of the City period of time following expiration of the term or termination of the lease.
- 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 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 the 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 affect 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 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, OR 97914

To TENANT:
Rick Todd
P.O. Box 706 / 6492 State Highway 193
Georgetown, CA 95634

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

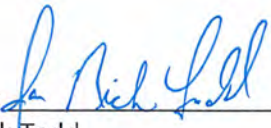
- 25) Subject to the above-stated limitation on transfer of TENANT'S interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors, and assigns.
- 26) If the TENANT fails to perform any obligation under this lease, the LANDLORD shall have the option to 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.
- 28) This lease is a private hangar lease on an approved Commercial Hangar space due to a misunderstanding of the hangar space originally promised to the lessee. The lessee (Tenant) understands that at any time the hangar is used as a commercial hangar, the lessee/tenant agrees to amend the lease to a commercial lease and pay the commercial lease fees at that time.

IN WITNESS WHEREOF, LESSEE, has caused these presents to be signed by its owner, this 7th day of October, 2021.

CITY OF ONTARIO

TENANT

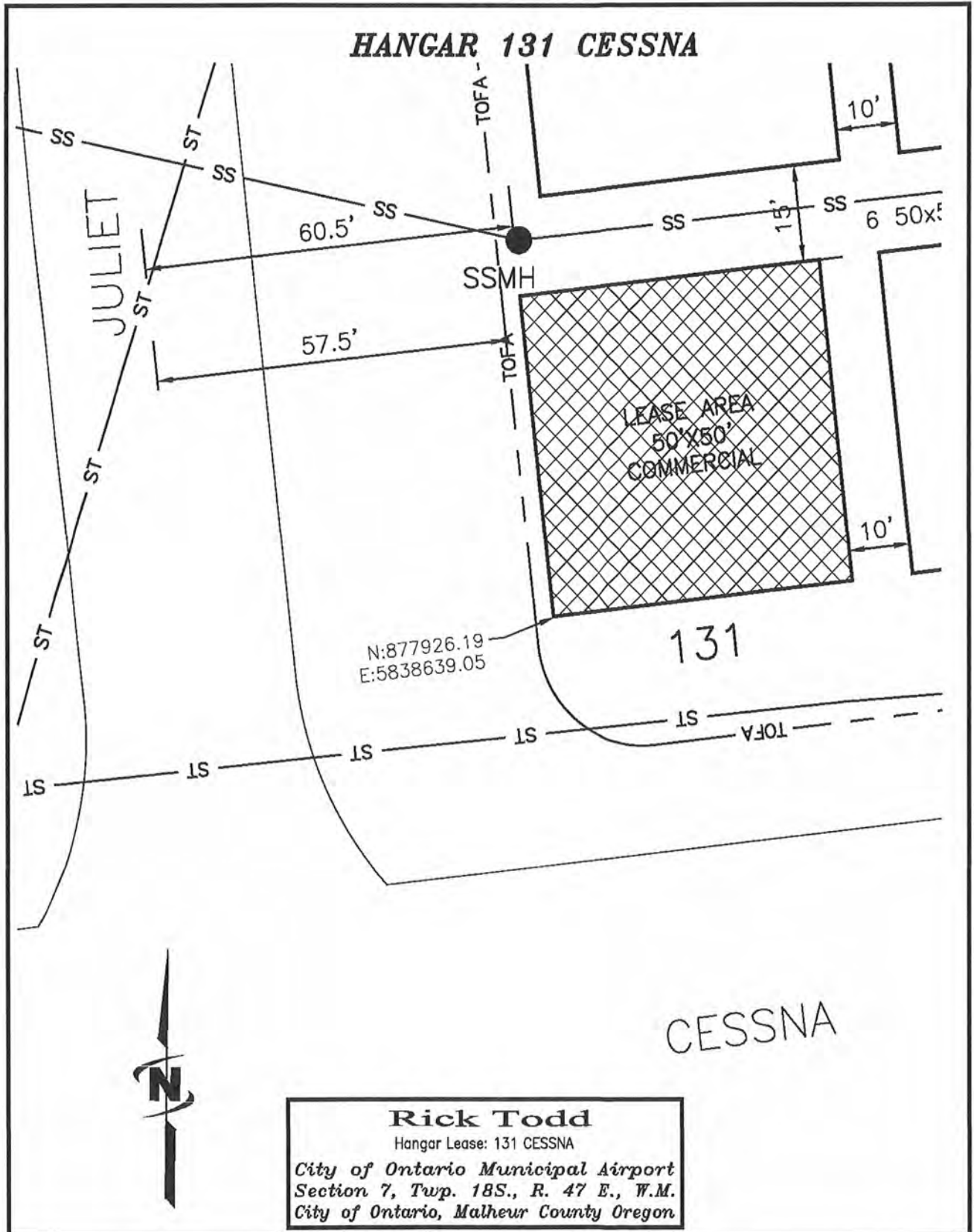
By: _____
Riley J. Hill, Mayor

By: _____
Rick Todd

ATTEST:

By: _____
Tori Barnett, MMC, City Recorder

EXHIBIT A





**AGENDA REPORT
NEW BUSINESS
November 9, 2021**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: **HUNTER LANE SEPTIC FAILURE AND REQUEST FOR DEFERRED IMPROVEMENT AGREEMENT**

DATE: October 18, 2021

PROPOSED MOTION:

(THERE ARE 3 POTENTIAL MOTIONS TO BE MADE BY COUNCIL)

1.) I MOVE THE CITY COUNCIL APPROVE THE DEFERRED IMPROVEMENT AGREEMENT REQUEST AND DIRECT STAFF TO WORK WITH THE OWNER OF THE PROPERTY AT 1707 HUNTER LANE TO FINALIZE THE AGREEMENT;

2.) I MOVE THE CITY COUNCIL DENY THE DEFERRED IMPROVEMENT AGREEMENT REQUEST FROM THE PROPERTY OWNER AT 1707 HUNTER LANE AND DIRECT STAFF TO PROCEED WITH THE ANNEXATION PROCESS ONLY IF ALL IMPROVEMENTS CAN BE MADE BY THE APPLICANT.

3.) I MOVE THE CITY COUNCIL DIRECT STAFF TO MOVE FORWARD WITH WATER AND SEWER IMPROVEMENTS ALONG THE ENTIRE LENGTH OF HUNTER LANE AS A CITY-FUNDED PROJECT AND BRING BACK TO COUNCIL PLANS FOR IMPLEMENTATION.

SUMMARY:

The property owner at 1707 Hunter Lane has a failing septic tank and desires to have sewer service extended to the property. The property is currently outside of city limits. Staff have communicated the required water, sewer, street, sidewalk, and storm water improvements required for annexation. The owner of the property is unable to fund the required improvements and requests deferment on the street, sidewalk, and storm water improvements required by annexation. Staff developed 3 alternatives to address the request.

1. Grant the Request
2. Deny the Request
3. Direct staff to implement improvements along Hunter Lane as a City Project

BACKGROUND:

The property owner at 1707 Hunter Lane has a failing septic tank and desires to have sewer service extended to the property. The property is currently outside of City limits. Staff have communicated the required water, sewer, street, sidewalk and storm water improvements required for annexation. The owner of the property is unable to fund the required improvements and requests deferment on the street, sidewalk and storm water improvements required by annexation.

CURRENT SITUATION:

Staff developed 3 alternatives to address the request:

1. Approve the request and defer the other improvements
2. Deny the request and require the other improvements
3. Implement all the required improvements along Hunter Lane using SDC funds, the challenge is the funds are insufficient to cover the work.

ANALYSIS:

- A. **STRATEGIC PLAN** In order to comply with the Strategic Plan the annexation should be at a minimum no net loss to City residents and businesses.
- B. **FINANCIAL** See attached Powerpoint.
- C. **TIMING** The septic tank system is deteriorated to the point where a decision is needed now for the homeowners benefit.
- D. **POLICY/LEGAL** None

ALTERNATIVES:

Staff developed 3 alternatives to address the request:

1. Approve the request and defer the other improvements
2. Deny the request and require the other improvements
3. Implement all the required improvements along Hunter Lane using SDC funds, the challenge is the funds are insufficient to cover the work.

RECOMMENDATION:

Staff will proceed with implementing whatever option the Council chooses.

ATTACHMENTS:

1. Hunter Lane DIA Request Final



Request for Deferred Improvement Agreement: 1707 Hunter Lane

City Council Meeting

November 9, 2021



Background

- The City received a request from the property owner at 1707 Hunter Lane for sewer extension to address a failing septic system;
- Staff met with the owner and outlined the requirements of annexation including sewer, water, street and sidewalk improvements and estimates of the associated costs;
- Upon receiving the information, the resident who is here tonight, requested deferral of the requirements for street, storm water and sidewalk improvements;
- Staff developed three options for the Council to consider in this matter.





Options for Council Consideration

1. Grant the Deferred Improvement Agreement request and defer the requirement to make Street, Storm Water and Sidewalk improvements, allowing only the connections to City Sewer and Water;
2. Deny the Deferred Improvement Agreement request and require the connection to City Water and Sewer along with Street, Storm Water and Sidewalk improvements;
3. Direct Staff to initiate the installation of Water and Sewer in Hunter Lane as a City Project implementing the City's Master Plan.



Cost Implications of Option 1

The estimated costs to be incurred by Property Owner:

- Sewer: \$17,000
- Water: \$28,000
- Street Patching: \$10,000
- Total Estimate \$55,000

Note: If the Council moves forward with Option 1, staff will work with the property owner to share in the cost of upsizing the water line from a 6-inch line to a 12-inch line as required by the Water Master Plan.



Cost Implications of Option 3

The estimated costs to be incurred by each respective fund is as follows:

- Sewer Fund: \$50,500
- Water Fund: \$194,000
- Storm Water Fund: \$50,000
- Street Fund: \$350,000

If directed by Council, staff will bring back to Council a proposal for the completion of engineering plans and specifications to enable bidding of the project.



Questions or Comments?





**AGENDA REPORT
NEW BUSINESS
November 9, 2021**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2021-137: APPROPRIATE ADDITIONAL FUNDS FOR CCTV SERVICES**

DATE: November 4, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2021-137 TO APPROPRIATE ADDITIONAL FUNDS FOR CLOSED CIRCUIT SEWER LINE INSPECTION SERVICES.

SUMMARY:

Attached is Resolution #2021-137, a resolution to appropriate \$195,088 of additional funding for CCTV services.

BACKGROUND:

The Budget Committee, during the 2021-2022 budget process, budgeted the recommended \$175,000.00 based off of inflation adjusted 13-14 fiscal year costs. Three bids were received from this project with the lowest being \$370,088.

The City Council approved the bid at the September 28, 2021 meeting.

CURRENT SITUATION:

The approved bid was \$195,088 over budget so a budget resolution is needed to appropriate the additional funding.

ANALYSIS:

- A. **STRATEGIC PLAN** No direct strategic plan impact noted.
- B. **FINANCIAL** The additional \$195,088 will come from Sewer Fund Contingency which will leave a balance of \$1,459,441 in contingency.

- C. **TIMING** The project is already approved so the funding should be approved as soon as possible.
- D. **POLICY/LEGAL** A formal resolution approved by the City Council is required to expend funds per ORS 294.

ALTERNATIVES:

Take No Action - The Council could take no action on this matter; this would not allow the CCTV services to be performed to review the condition of the sewer lines.

RECOMMENDATION:

Staff recommends the approval of Resolution #2021-137.

ATTACHMENTS:

1. Resolution #2021-137 CCTV



RESOLUTION #2021-137

A RESOLUTION TO APPROPRIATE ADDITIONAL FUNDS FOR CLOSED CIRCUIT SEWER LINE INSPECTION SERVICES

- WHEREAS,** The City budgeted \$175,000 in the 21-22 budget for closed circuit sewer line inspection services that should be done every 5-7 years; **and**
- WHEREAS,** The City received three bids which all came in substantially higher than the budget, the winning bid was \$370,088; **and**
- WHEREAS,** It isn't efficient or effective to break the project into multiple years; **and**
- WHEREAS,** The City desires to modify the 2021-2022 budget in order to appropriate the additional funding needed.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the following adjustment to the fiscal year 2021-2022 budget:

Line Item	Item Description	FY 21-22 Budget	Amount of Change	Adjusted Budget
SEWER FUND				
110-165-871000	Operating Contingency	\$1,654,529	(\$195,088)	\$1,459,441
110-165-712109	CCTV System	\$175,000	\$195,088	\$370,088

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 9th day of November 2021, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 9th day of November, 2021.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
PUBLIC HEARING
November 9, 2021**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **ORDINANCE #2798-2021: VACATING ALL THAT PORTION OF NE 2ND STREET LYING BETWEEN NE 5TH AVENUE AND NE 6TH AVENUE; ALL THAT PORTION OF NE 3RD STREET LYING BETWEEN NE 5TH AVENUE AND SOUTH OF I-84; THAT PORTION OF NE 5TH AVENUE LYING EAST OF NE 3RD STREET AND WEST OF THE EAST SIDE OF BLOCKS 178 AND 179; THAT PORTION OF NE 6TH AVENUE LYING EAST OF BLOCKS 186 AND 187 AND WEST OF THE EAST SIDE OF BLOCKS 177 AND 178 OF WILSON'S SUPPLEMENTAL PLAT, TO THE CITY OF ONTARIO AND ALL OF THE ALLEY WITHIN BLOCK 179 OF SAID WILSON'S SUPPLEMENTAL PLAT, ON FIRST READING BY TITLE ONLY**

DATE: October 10, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE ORDINANCE #2798-2021, AN ORDINANCE VACATING ALL THAT PORTION OF NE 2ND STREET LYING BETWEEN NE 5TH AVENUE AND NE 6TH AVENUE; ALL THAT PORTION OF NE 3RD STREET LYING BETWEEN NE 5TH AVENUE AND SOUTH OF I-84; THAT PORTION OF NE 5TH AVENUE LYING EAST OF NE 3RD STREET AND WEST OF THE EAST SIDE OF BLOCKS 178 AND 179; THAT PORTION OF NE 6TH AVENUE LYING EAST OF BLOCKS 186 AND 187 AND WEST OF THE EAST SIDE OF BLOCKS 177 AND 178 OF WILSON'S SUPPLEMENTAL PLAT TO THE CITY OF ONTARIO AS SHOWN ON ATTACHED EXHIBIT "A" AND ALL OF THE ALLEY WITHIN BLOCK 179 OF SAID WILSON'S SUPPLEMENTAL PLAT IN THIS REPORT. ON FIRST READING BY TITLE ONLY.

IF AN UNANIMOUS VOTE IS RECEIVED:

I MOVE THE CITY COUNCIL WAIVE THE SECOND READING OF ORDINANCE #2798-2021, AN ORDINANCE VACATING ALL THAT PORTION OF NE 2ND STREET LYING BETWEEN NE 5TH AVENUE AND NE 6TH AVENUE; ALL THAT PORTION OF NE 3RD STREET LYING BETWEEN NE 5TH AVENUE AND SOUTH OF I-84; THAT PORTION OF NE 5TH AVENUE LYING EAST OF NE 3RD STREET AND WEST OF THE EAST SIDE OF BLOCKS 178 AND 179; THAT PORTION OF NE 6TH AVENUE LYING EAST OF BLOCKS 186 AND 187 AND WEST OF THE EAST SIDE OF BLOCKS 177

AND 178 OF WILSON'S SUPPLEMENTAL PLAT TO THE CITY OF ONTARIO AS SHOWN ON ATTACHED EXHIBIT "A" AND ALL OF THE ALLEY WITHIN BLOCK 179 OF SAID WILSON'S SUPPLEMENTAL PLAT IN THIS REPORT.

SUMMARY:

Based on an agreement between the City of Ontario and Kraft Heinz Foods Company, and for the benefits to the general public for a River Trail, as well as the safety of the employees of Kraft Heinz with the closure of certain sections of streets, this action is to vacate the following street section:

All that portion of NE 2nd Street lying between NE 5th Avenue and NE 6th Avenue; all that portion of NE 3rd Street lying between NE 5th Avenue and south of I-84; that portion of NE 5th Avenue lying east of NE 3rd Street and west of the east side of Blocks 178 and 179; that portion of NE 6th Avenue lying east of Blocks 186 and 187 and west of the east side of Blocks 177 and 178 of Wilson's Supplemental Plat to the City of Ontario and all of the alley within block 179 of said Wilson's Supplemental Plat.

BACKGROUND:

In June of 2019, Robert Pedracini of HJ Heinz Company, LP, doing business as Kraft Heinz Foods Company, contacted the City of Ontario with a request to vacate portions of city streets to better control the access into the ORE-IDA Processing Plant. This was for the safety of the general public, as well as for the employees of Kraft Heinz Food.

On June 13, 2019, Ontario City Manager Adam Brown and Ontario Community Development Dan Cummings met with Mr. Pedracini and other Kraft Heinz management staff to discuss the needs and request of Kraft Heinz, as well as the needs of the City of Ontario.

On July 19, 2019, after discussions with City Council on the benefits and an exchange of lands of the street vacations for an easement for the Snake River Trail, which is in the City Parks Master Plan, the city sent a letter outlining a proposal for the granting of the street vacation and the granting of an easement for the River Trail.

In September of 2019, based on verbal agreements, Community Development Director Dan Cummings started preparing the consent documents of the adjacent property owners needed to start the vacation process and sent the requests out to all parties involved in the vacations.

On March 18, 2020, the City of Ontario and Kraft Heinz signed a Letter of Intent (LOI) to the agreement to vacate the streets and grant an easement to the River Trail. As part of the agreement it was agreed to name the River Trail "The Tater Tot Trail" in recognition of the long standing devotion of the Ore-Ida Kraft Heinz Food Processing Plant in Ontario and the home of the invention of the Ore-Ida Tater Tot.

On September 16, 2021, the city received a signed easement agreement for the Tater Tot Trail

contingent of the street vacations and exchange of properties.

On September 30, 2021, the city received the last needed consent form from Americold, so the street vacation process could now begin.

ORS 271.130 reads:

“Vacation on Council’s own motion; appeal. (1) The city governing body may initiate vacation proceedings authorized by ORS 271.080 and make such vacation without a petition or consent of property owners. Notice shall be given as provided by ORS 271.110, but such vacation shall not be made before the date set for hearing, nor if the owners of a majority of the area affected, computed on the basis provided in ORS 271.080, object in writing thereto, nor shall any street area be vacated without the consent of the owners of the abutting property if the vacation will substantially affect the market value of such property, unless the city governing body provides for paying damages. Provision for paying such damages may be made by a local assessment, or in such other manner as the city charter may provide.”

CURRENT SITUATION:

In July of 2019, the City Council instructed staff to initiate the vacation proceedings based on the proposal being presented in a letter dated July 19, 2019 to Kraft Heinz.

On October 3, 2021, a letter was sent to all utility companies and others notifying them of the city's intent to vacate the street, but reserving utility easements in all the vacated streets and alleys. Staff has incorporated the comments received back from these companies in the final version of Ordinance #2798-2021.

Advertisement of the Public Hearing was sent to the Argus Observer on October 10, 2021 to publish the notice of the Public Hearing in the newspaper on October 26, 2021 and November 2, 2021 as per ORS 271.110. Signs were posted at NE 2nd Street and NE 5th Avenue and NE 3rd Street and NE 5th Avenue on October 26, 2021 as per ORS 271.110.

With all consent forms being received, agreements in place, and required notices sent, the City Council is ready to take public input and make a decision on Ordinance #2798-2021 vacating the streets and alleys noted in this action.

ANALYSIS:

- A. **STRATEGIC PLAN** This request is in harmony with the City Council Strategic Plan in providing desirability of living within the City of Ontario and further fulfillment of the City Parks Master Plan.
- B. **FINANCIAL** As per the agreement, the city is providing for the vacation process and the recording of the ordinance.
- C. **TIMING** This action is time sensitive as the vacation is required to obtain the

easement, allowing the city to proceed with applying for grants to construct the Tater Tot Trail.

- D. **POLICY/LEGAL** “Vacation on council’s own motion; appeal. (1) The city governing body may initiate vacation proceedings authorized by ORS 271.080 and make such vacation without a petition or consent of property owners. Notice shall be given as provided by ORS 271.110, but such vacation shall not be made before the date set for hearing, nor if the owners of a majority of the area affected, computed on the basis provided in ORS 271.080, object in writing thereto, nor shall any street area be vacated without the consent of the owners of the abutting property if the vacation will substantially affect the market value of such property, unless the city governing body provides for paying damages. Provision for paying such damages may be made by a local assessment, or in such other manner as the city charter may provide.”

The city has received fully executed consent forms from all required adjacent property owners required to vacate the property and move forward with the process.

ALTERNATIVES:

Staff believes that there are no other alternatives that benefit the citizens and the owners of the properties in the area.

RECOMMENDATION:

Staff recommends the City Council approve the vacations under Ordinance #2798-2021.

ATTACHMENTS:

1. Attachment 1_Ordinance 2798-2021
2. Attachment 2_Street Vacations
3. Attachment 3_Alley Vacation
4. Attachment 4_Consents_Street Vacations
5. Attachment 5_Consents_Alley Vacation



ORDINANCE NO. 2798-2021

AN ORDINANCE VACATING ALL THAT PORTION OF NE 2ND STREET LYING BETWEEN NE 5TH AVENUE AND NE 6TH AVENUE; ALL THAT PORTION OF NE 3RD STREET LYING BETWEEN NE 5TH AVENUE AND SOUTH OF I-84; THAT PORTION OF NE 5TH AVENUE LYING EAST OF NE 3RD STREET AND WEST OF THE EAST SIDE OF BLOCKS 178 AND 179; THAT PORTION OF NE 6TH AVENUE LYING EAST OF BLOCKS 186 AND 187 AND WEST OF THE EAST SIDE OF BLOCKS 177 AND 178 OF WILSON'S SUPPLEMENTAL PLAT TO THE CITY OF ONTARIO AS SHOWN ON ATTACHED EXHIBIT "A" AND ALL OF THE ALLEY WITHIN BLOCK 179 OF SAID WILSON'S SUPPLEMENTAL PLAT AS SHOWN ON ATTACHED EXHIBIT "B" HEREIN.

WHEREAS, The Ontario City Council held a public hearing on November 9, 2021, in the City Council Chambers concerning the proposed vacation of the Street Right of Way of NE 2nd Street lying between NE 5th Avenue and NE 6th Avenue; that portion of NE 3rd Street lying between NE 5th Avenue and south of I-84; that portion of NE 5th Avenue lying east of NE 3rd Street and west of the east side of Blocks 178 and 179; that portion of NE 6th Avenue lying east of Blocks 186 and 187 and west of the east side of Blocks 177 and 178 of Wilson's Supplemental Plat to the City of Ontario as shown on attached exhibit "A" and all of the Alley within Block 179 of said Wilson's Supplemental Plat as shown on attached exhibit "B" herein; and

WHEREAS, The City of Ontario City is vacating the Street Right of Way by notice under ORS 271.130 by City own motion and consent of adjacent property owner; and

WHEREAS, The Ontario City Council determined that it is in the best interest of the Citizens of Ontario to allow the vacation of these streets and alleys for the safety of the public as well as a fair exchange of land for an easement granted to the City of Ontario by Kraft Heinz Foods Company for a Snake River Greenbelt trail to be known as the "Tater Tot Trail"; and

WHEREAS, Hearing no objections to the proposed vacations at said public hearing, the Common Council found that the vacation of said property will not prejudice the public interest; and

WHEREAS, This vacation proceeding must be completed in exchange for said Greenbelt Trail Easement.

NOW THEREFORE, THE CITY OF ONTARIO ORDAINS AS FOLLOWS:

Section 1. The following described streets and alley right-of-way are hereby vacated:

1. All that portion of NE 2nd Street lying between NE 5th Avenue and NE 6th Avenue;
2. All that portion of NE 3rd Street lying between NE 5th Avenue and south of I-84 (US Interstate 84) right of Way;
3. All that portion of NE 5th Avenue lying east of NE 3rd Street and west of the east side of Blocks 178 and 179;

4. All that portion of NE 6th Avenue lying east of Blocks 186 and 187 and west of the east side of Blocks 177 and 178; and
5. All of the Alley within Block 179, being a part of the Wilson's Supplemental Plat to the City of Ontario.

The Vacated Street portions are shown on attached Exhibit "A" made a part hereof and the Vacated Alley is shown on the attached Exhibit "B" made a part hereof.

With the following reservations:

- The City hereby reserve a Public Utility Easement for access, operation, inspection, repair or replacement, alteration, additions, and protection of public utilities within all vacated portions of the above said streets and alley right of ways for public utilities including but not limited to the City of Ontario, Sparklight, Cascade Natural Gas Company, Century Link, Qwest (Lumen Technologies), Idaho Power Company and Oregon Department of Transportation (ODOT) for I-84 maintenance access.
- No structure(s) other than for utility purposes shall be erected within the limits of the said easement."

PASSED AND ADOPTED by the Common Council of the City of Ontario this _____ day of November 2021.

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor this _____ day of November 2021.

ATTEST:

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder

Exhibit "A"

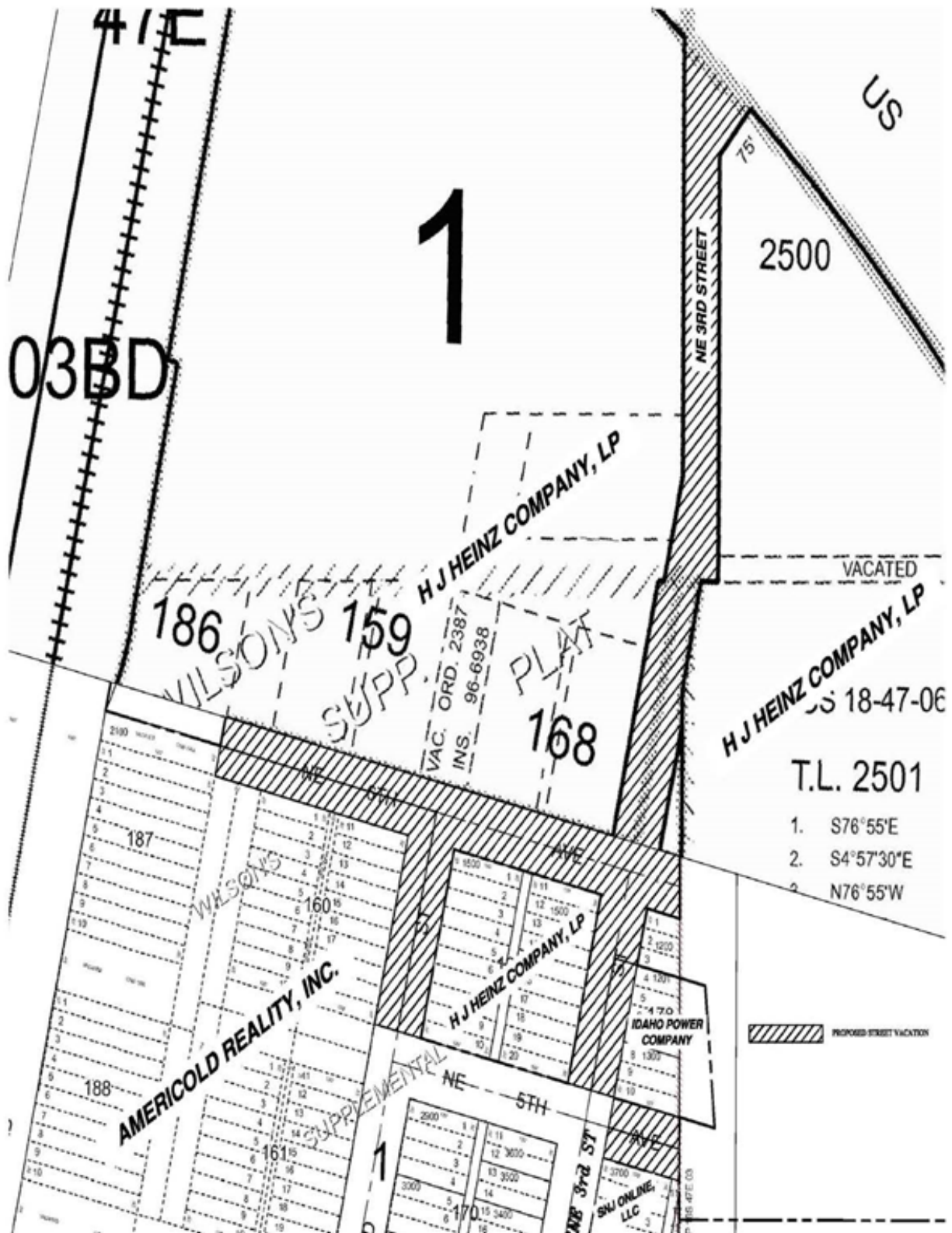
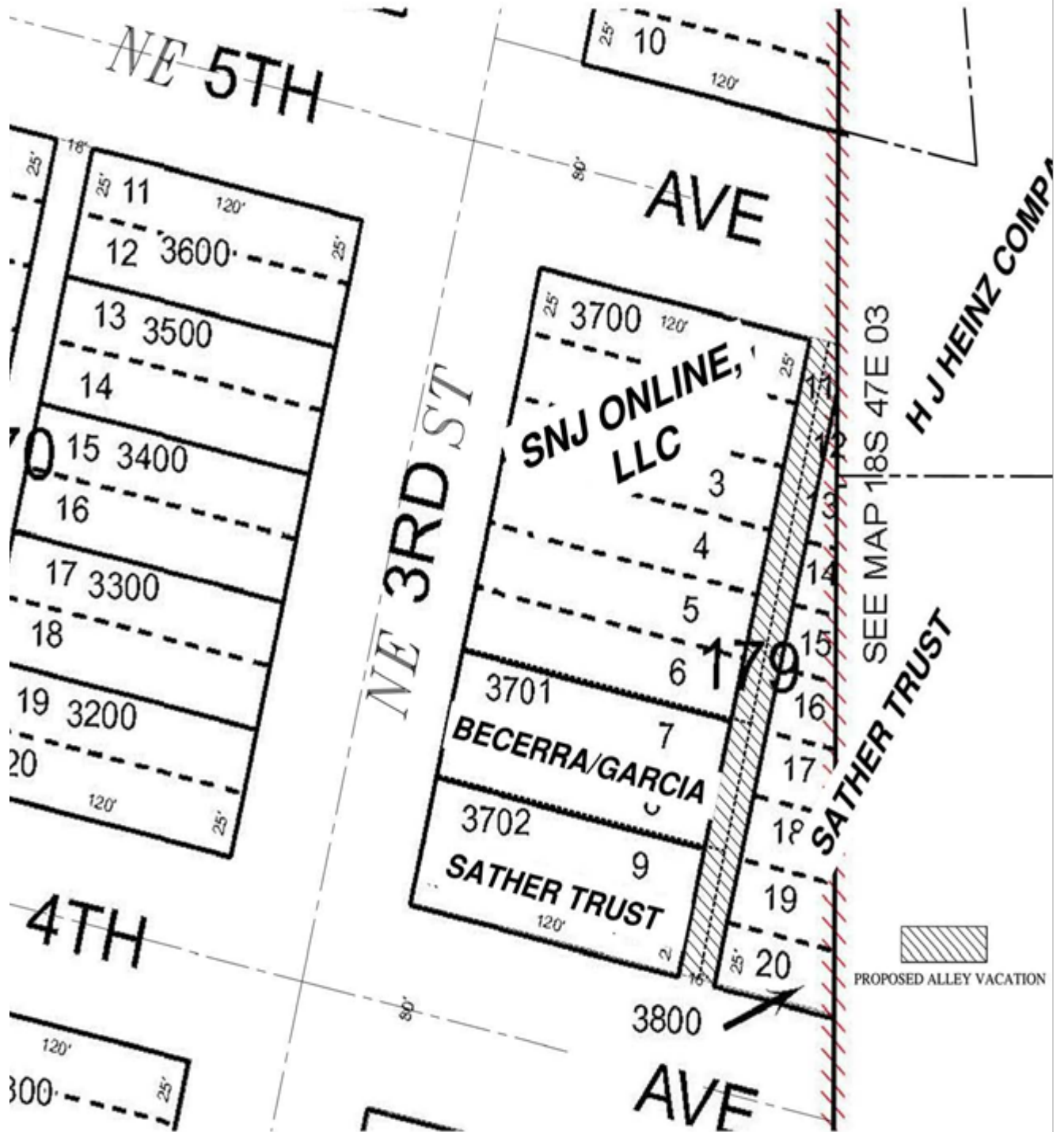
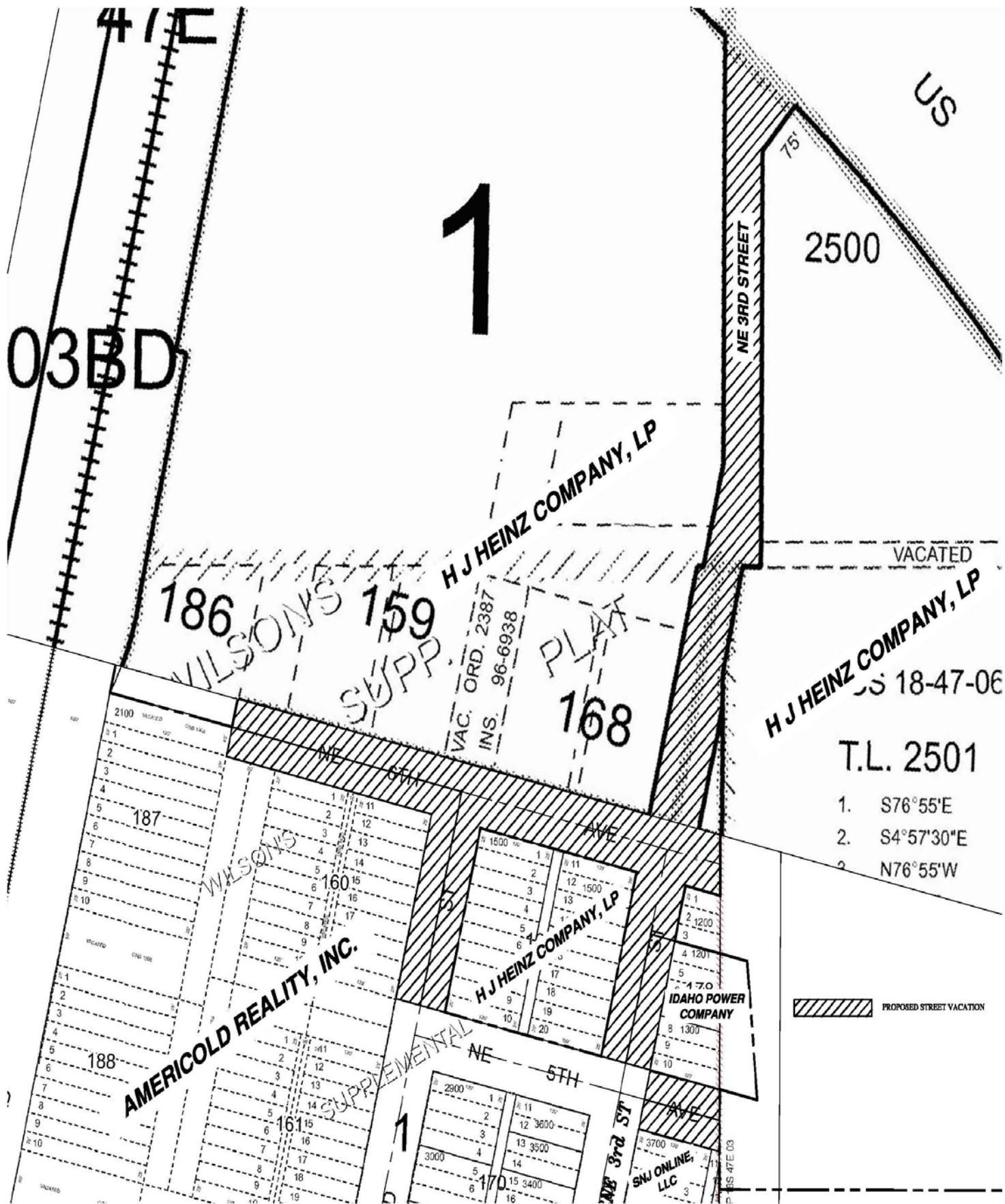


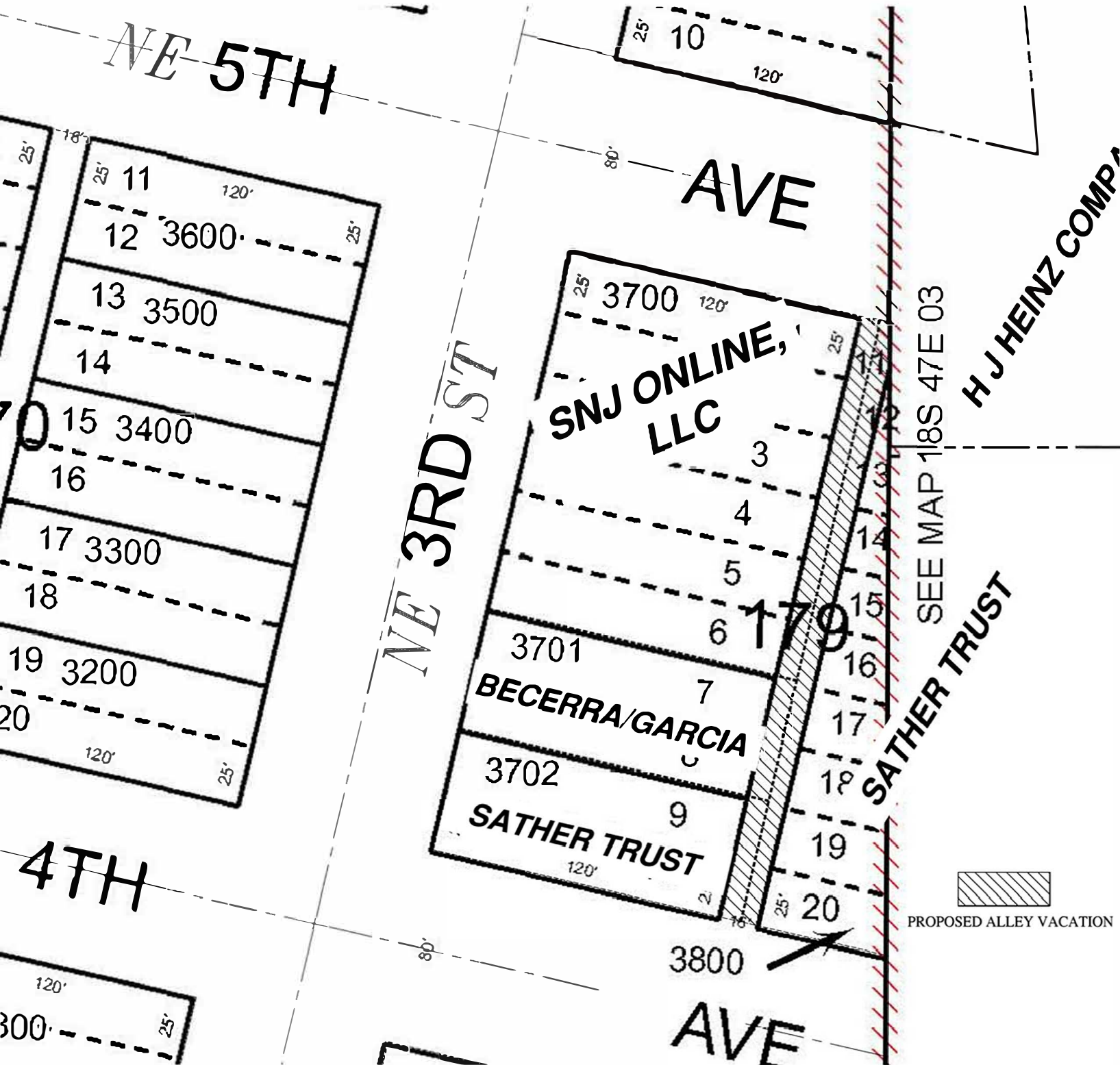
Exhibit B



Attachment 2



Attachment 3





City of Ontario
Filed in the Office of:
Community Development Director
444 SW 4th Street
Ontario, OR 97914

**AFFIDAVIT OF
CONSENT TO VACATION BY PROPERTY OWNER(S)**

1. In accordance with ORS 271 it is hereby represented and stated that the undersigned is/are the owner(s) of either the legal and/or equitable title to the real property herein described.
2. The undersigned as an Owner adjacent to the area designated on the attached map irrevocably consents to the Vacation of the area as shown on said map. This irrevocable consent to vacation is an instrument affecting the title and possession of the real property described herein.
3. All terms and conditions herein imposed shall run with the land and shall be binding upon and inure to the benefit of the successors in interest of owner. Upon any sale or division of the property as herein described the terms of this consent shall apply separately to each parcel and the owner of each parcel shall succeed to the obligations imposed on owner by this consent.
4. The below signatures on the original consent were filed in the office of the the City Community Development Director and will be attached to the final report filed with the City Clerk in accordance with the State Statute.

Property Affected: NE 3rd Street from the North Right of Way line of NE 5th Avenue
North to the South Right of Way line of Interstate-84. NE 6th Avenue from the West
Right of Way line of NE 1st Street, East to the Center Section line of Section 3. NE 2nd
Street, from the North line of NE 5th Avenue North to the South Right of Way line of NE
6th Avenue and NE 5th Avenue from the East Right of Way line of NE 3rd Street, East
to the Center Section line of Section 3, as shown on attached Exhibit "A".
The Sections of vacation directly affecting the ownership of Idaho power is shown on
Exhibit "B" made a part hereof.

The property for which I give consent is:

Owner: H J HEINZ COMPANY, LP
Address: 175 NE 6th AVENUE, ONTARIO, OR
Tax Map No: 18S4703 AND 18S4703CA
Tax Lot No: 2500 AND 1100, 1200 & 1500

By: H J HEINZ COMPANY, LP
(Company/LLC/Corporation Name)

John Hasley [Signature] Plant Mgr
Printed Name Signature of Owner/Officer (Title)

Printed Name Signature of Owner/Officer (Title)

Printed Name Signature of Owner/Officer (Title)

Printed Name Signature of Owner/Officer (Title)

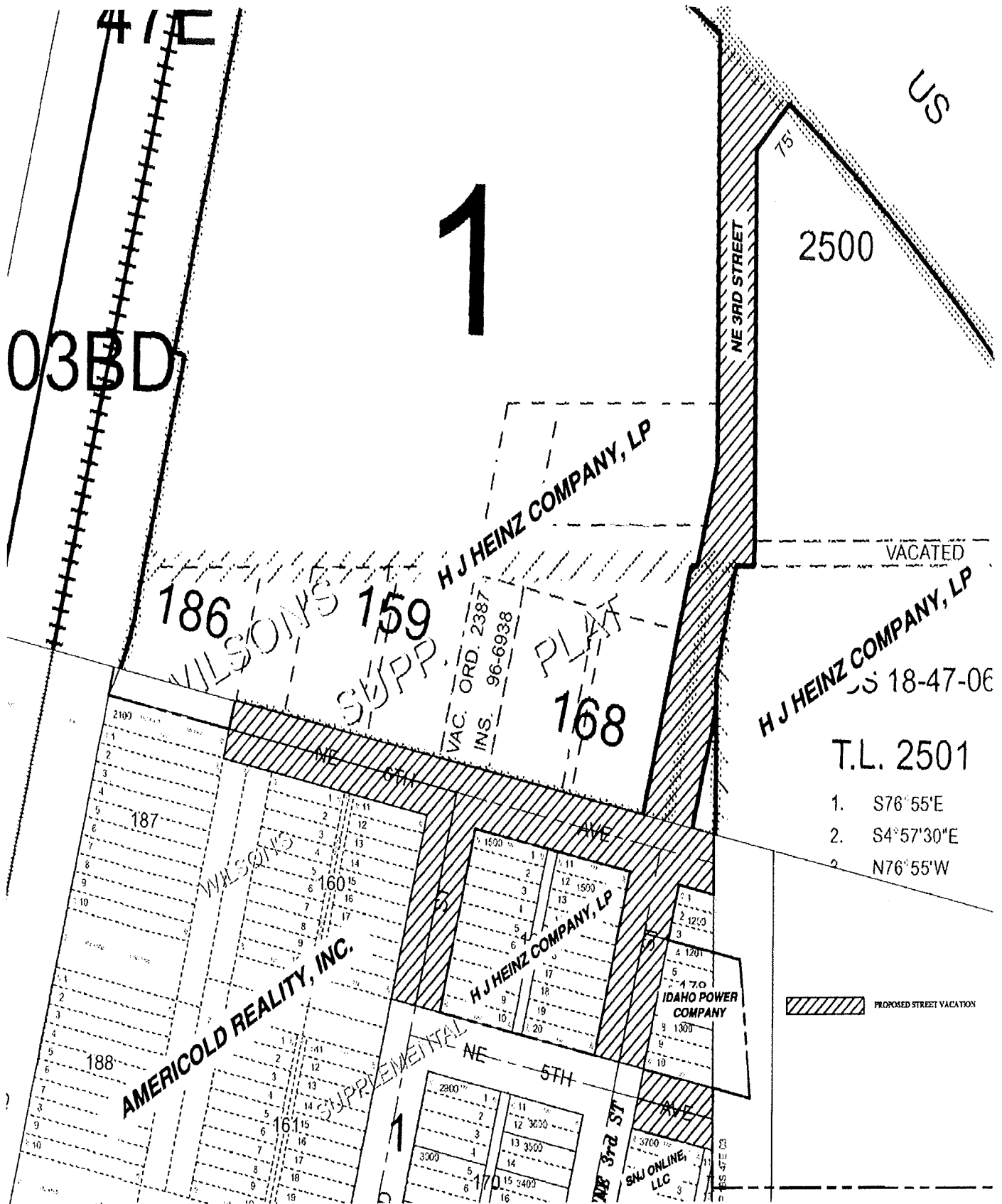
Printed Name Signature of Owner/Officer (Title)

STATE OF OREGON)
) ss.
County of Malheur)

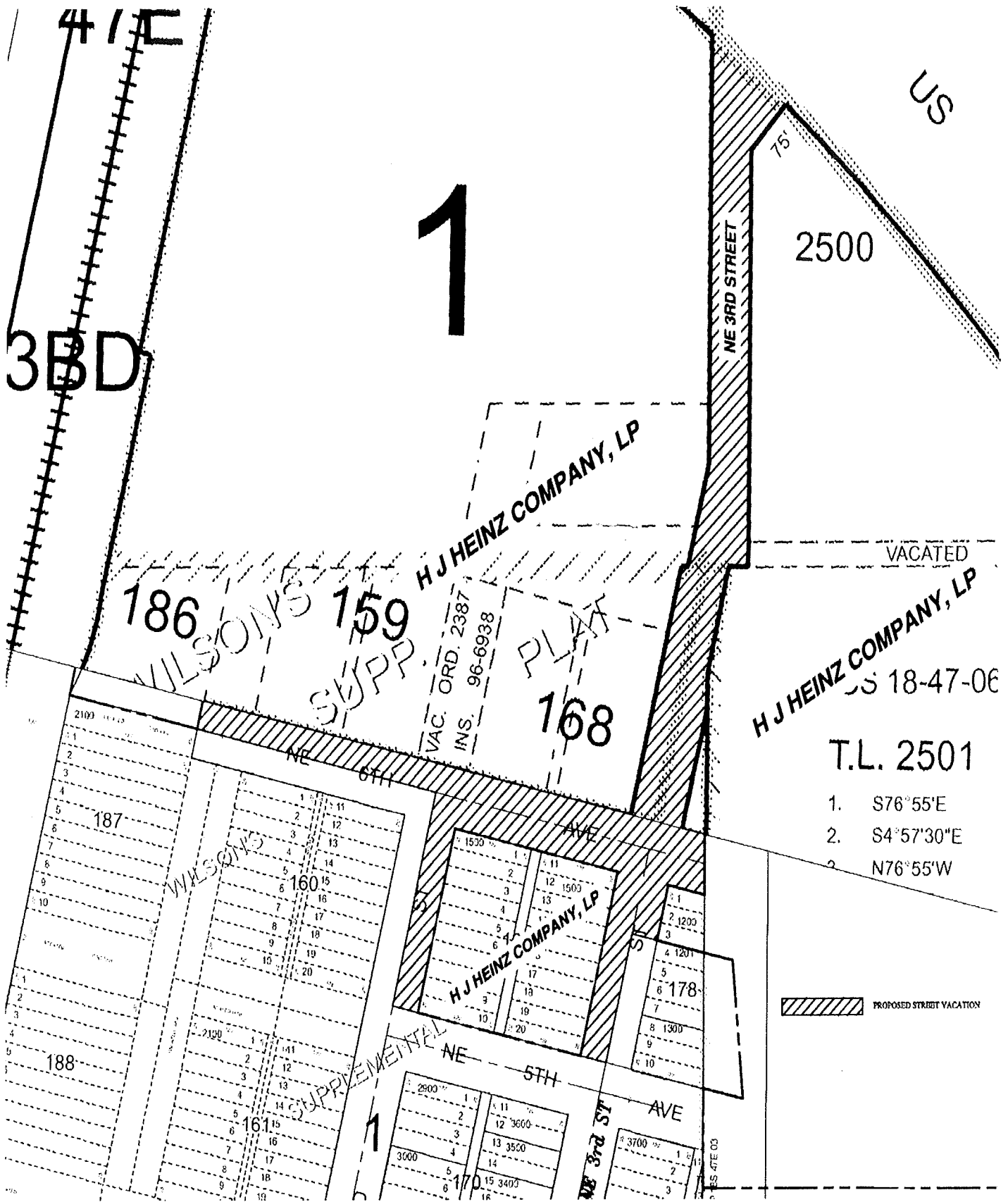
The foregoing instrument was acknowledged before me this _____ day of _____,
2020, by the above stated owners and title.

Notary Public for the State of Oregon
My Commission expires:

Exhibit "A"



1





City of Ontario
Filed in the Office of:
Community Development Director
444 SW 4th Street
Ontario, OR 97914

**AFFIDAVIT OF
CONSENT TO VACATION BY PROPERTY OWNER(S)**

1. In accordance with ORS 271 it is hereby represented and stated that the undersigned is/are the owner(s) of either the legal and/or equitable title to the real property herein described.
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4. The below signatures on the original consent were filed in the office of the the City Community Development Director and will be attached to the final report filed with the City Clerk in accordance with the State Statute.

Property Affected: NE 3rd Street from the North Right of Way line of NE 5th Avenue
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Street, from the North line of NE 5th Avenue North to the South Right of Way line of NE
6th Avenue and NE 5th Avenue from the East Right of Way line of NE 3rd Street, East
to the Center Section line of Section 3, as shown on attached Exhibit "A".
The Sections of vacation directly affecting the ownership of Idaho power is shown on
Exhibit "B" made a part hereof.

The property for which I give consent is:

Owner: KRAFT HEINZ FOODS COMPANY

Address: 175 NE 6th AVENUE, ONTARIO, OR

Tax Map No: 18S4703 AND 18S4703CA

Tax Lot No: 2500 AND 1100, 1200 & 1500

Kraft Heinz Foods Company
By: _____
(Company/LLC/Corporation Name)

Robert D. Pedracini Robert D Pedracini Ag. Mgr.

Printed Name Signature of Owner/Officer (Title)

Printed Name Signature of Owner/Officer (Title)

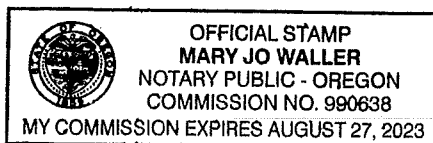
Printed Name Signature of Owner/Officer (Title)

Printed Name Signature of Owner/Officer (Title)

Printed Name Signature of Owner/Officer (Title)

STATE OF OREGON)
) ss.
County of Malheur)

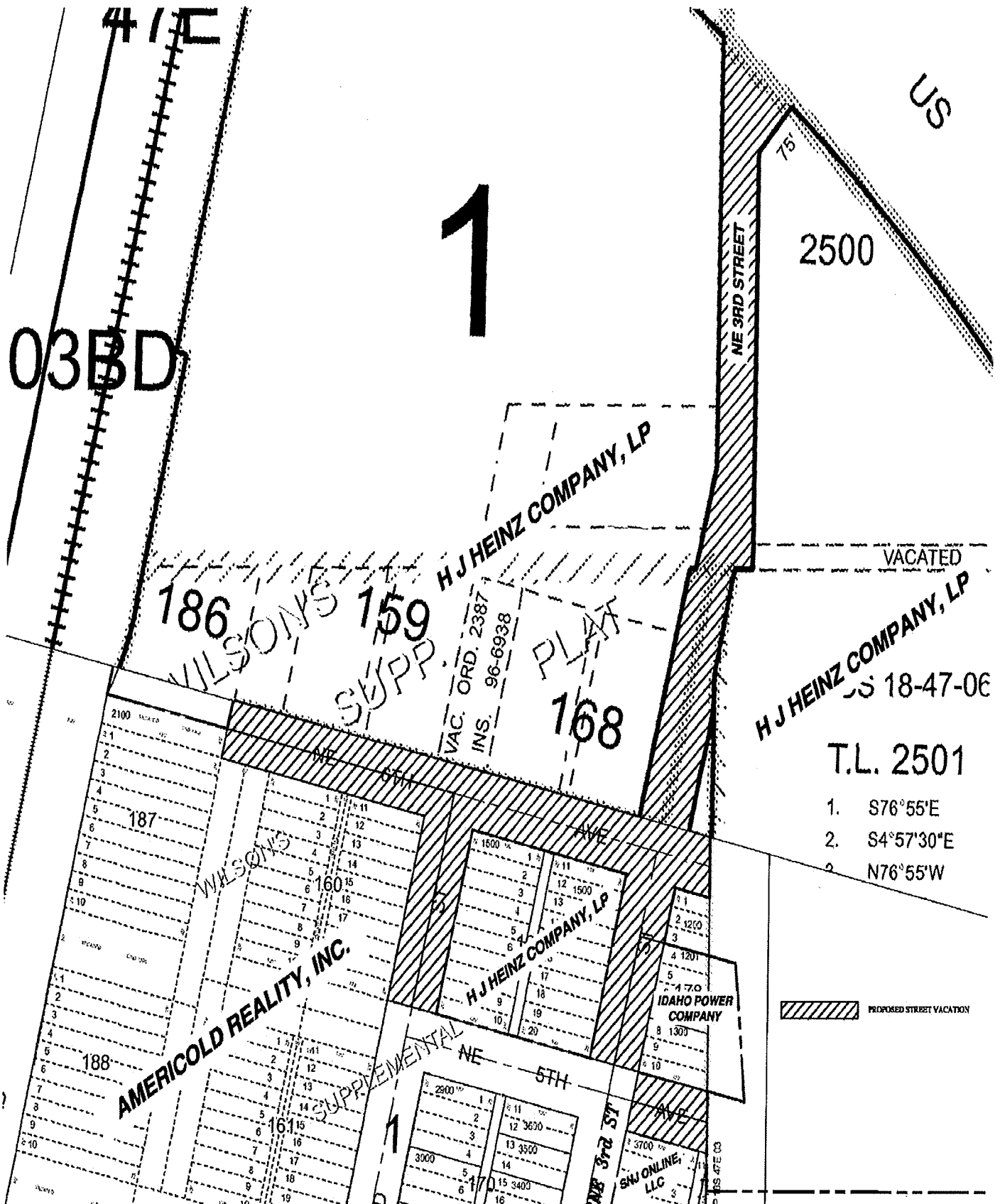
The foregoing instrument was acknowledged before me this 30th day of November,
2020, by the above stated owners and title.



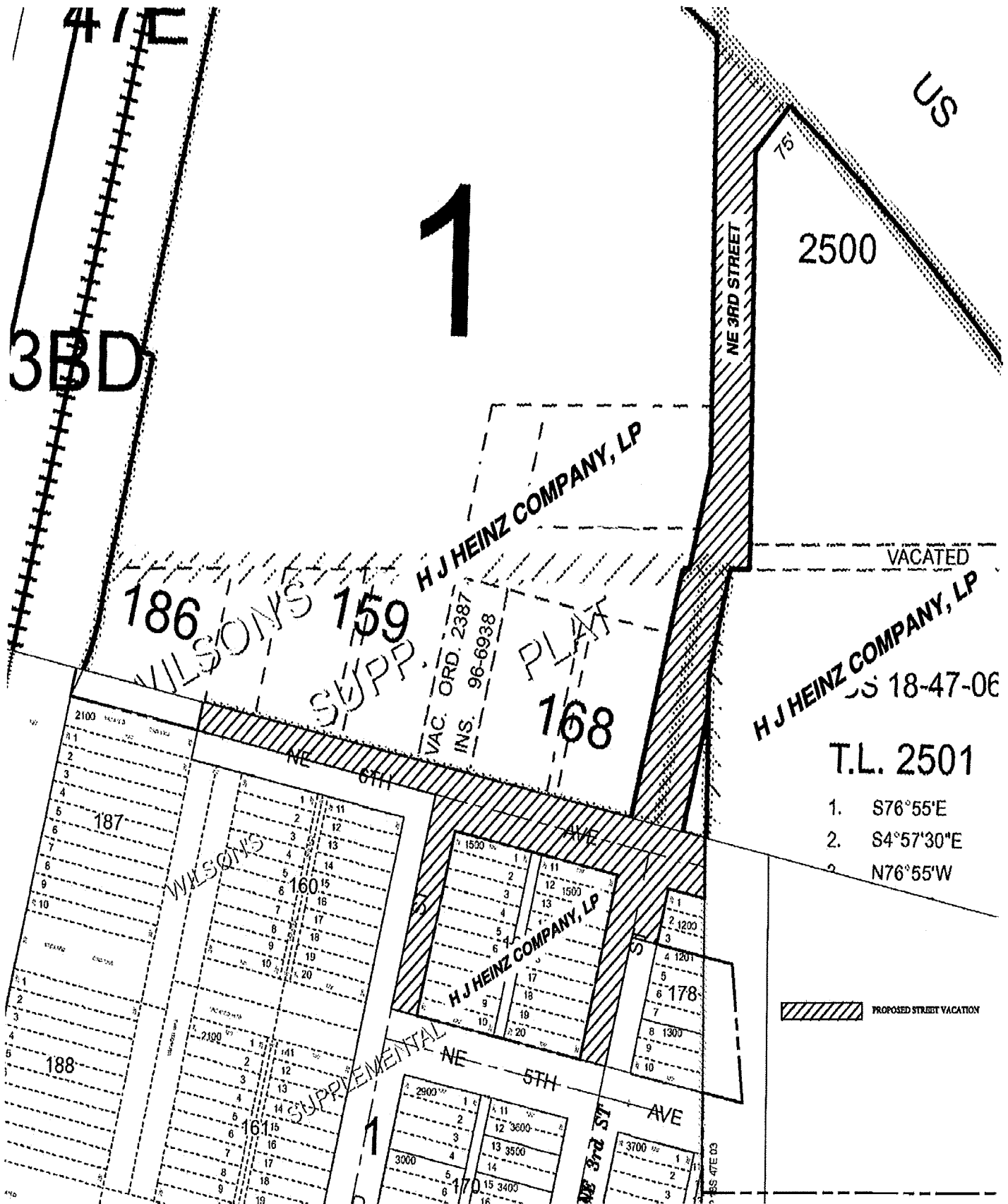
Mary Jo Waller

Notary Public for the State of Oregon
My Commission expires: 8/27/2023

Exhibit "A"



1





City of Ontario
Filed in the Office of:
Community Development Director
444 SW 4th Street
Ontario, OR 97914

**AFFIDAVIT OF
CONSENT TO VACATION BY PROPERTY OWNER(S)**

1. In accordance with ORS 271 it is hereby represented and stated that the undersigned is/are the owner(s) of either the legal and/or equitable title to the real property herein described.
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Property Affected: NE 3rd Street from the North Right of Way line of NE 5th Avenue
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Street, from the North line of NE 5th Avenue North to the South Right of Way line of NE
6th Avenue and NE 5th Avenue from the East Right of Way line of NE 3rd Street, East
to the Center Section line of Section 3, as shown on attached Exhibit "A".

The Sections of vacation directly affecting the ownership of AMERICOLD is shown on
Exhibit "B" made a part hereof.

The property for which I give consent is:

Owner: AMERICOLD REALTY, LLC formerly known as AMERICOLD REALTY, INC

Address: 298 NE 1st STREET, ONTARIO, OR

Tax Map No: 18S4703CA

Tax Lot No: 2100

By: AMERICOLD REALTY, LLC formerly known as AMERICOLD REALTY, INC
(Company/LLC/Corporation Name)

Jay Harron

EVP

Printed Name

Signature of Owner/Officer

(Title)

Printed Name

Signature of Owner/Officer

(Title)

Printed Name

Signature of Owner/Officer

(Title)

Printed Name

Signature of Owner/Officer

(Title)

Printed Name

Signature of Owner/Officer

(Title)

STATE OF ^{Georgia} OREGON)
) ss.
County of ~~Malheur~~ ^{Fulton}

The foregoing instrument was acknowledged before me this 30th day of September, 2021, by the above stated owners and title.



Notary Public for the State of Oregon
My Commission expires: 12-3-2022

Exhibit "A"

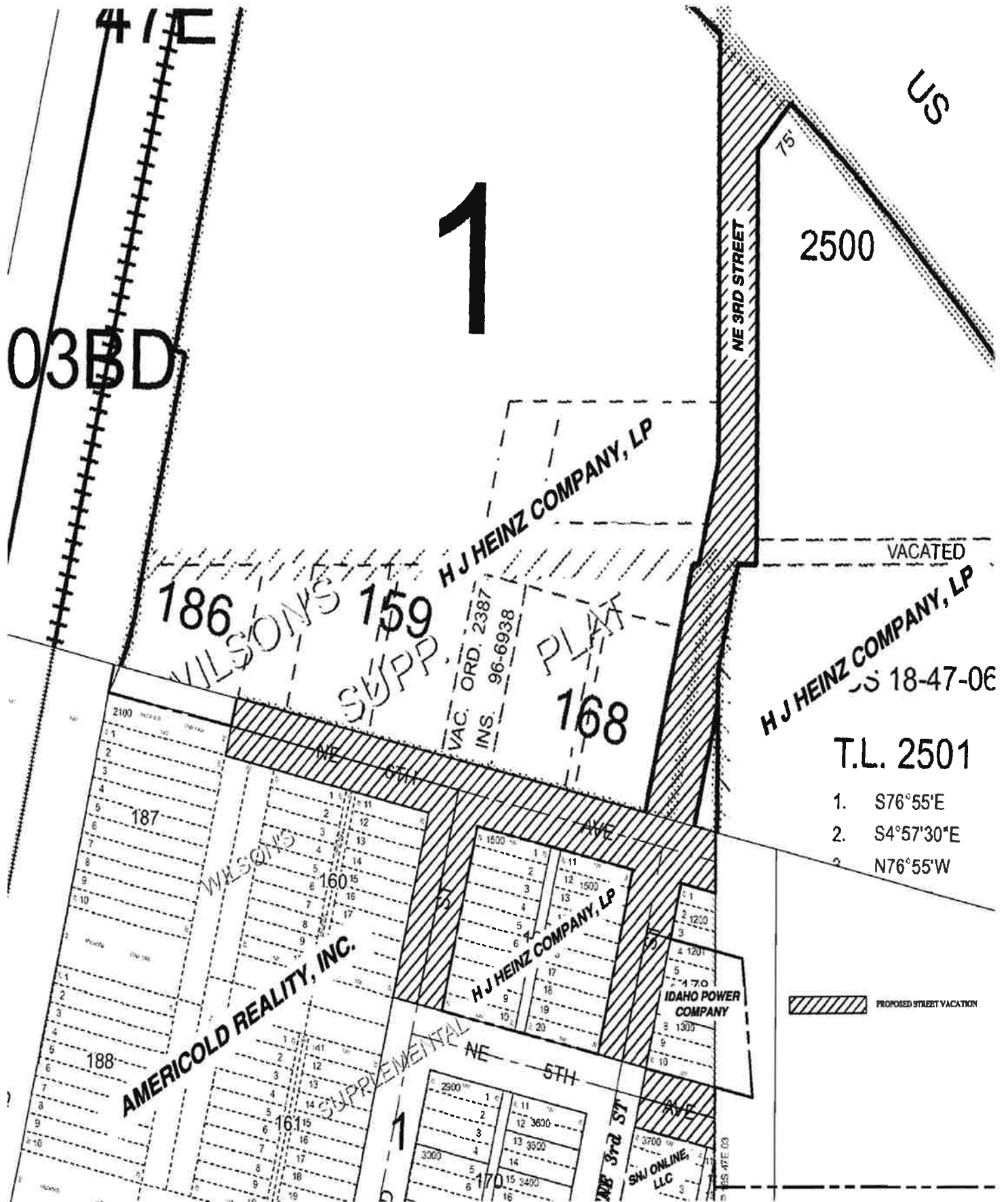
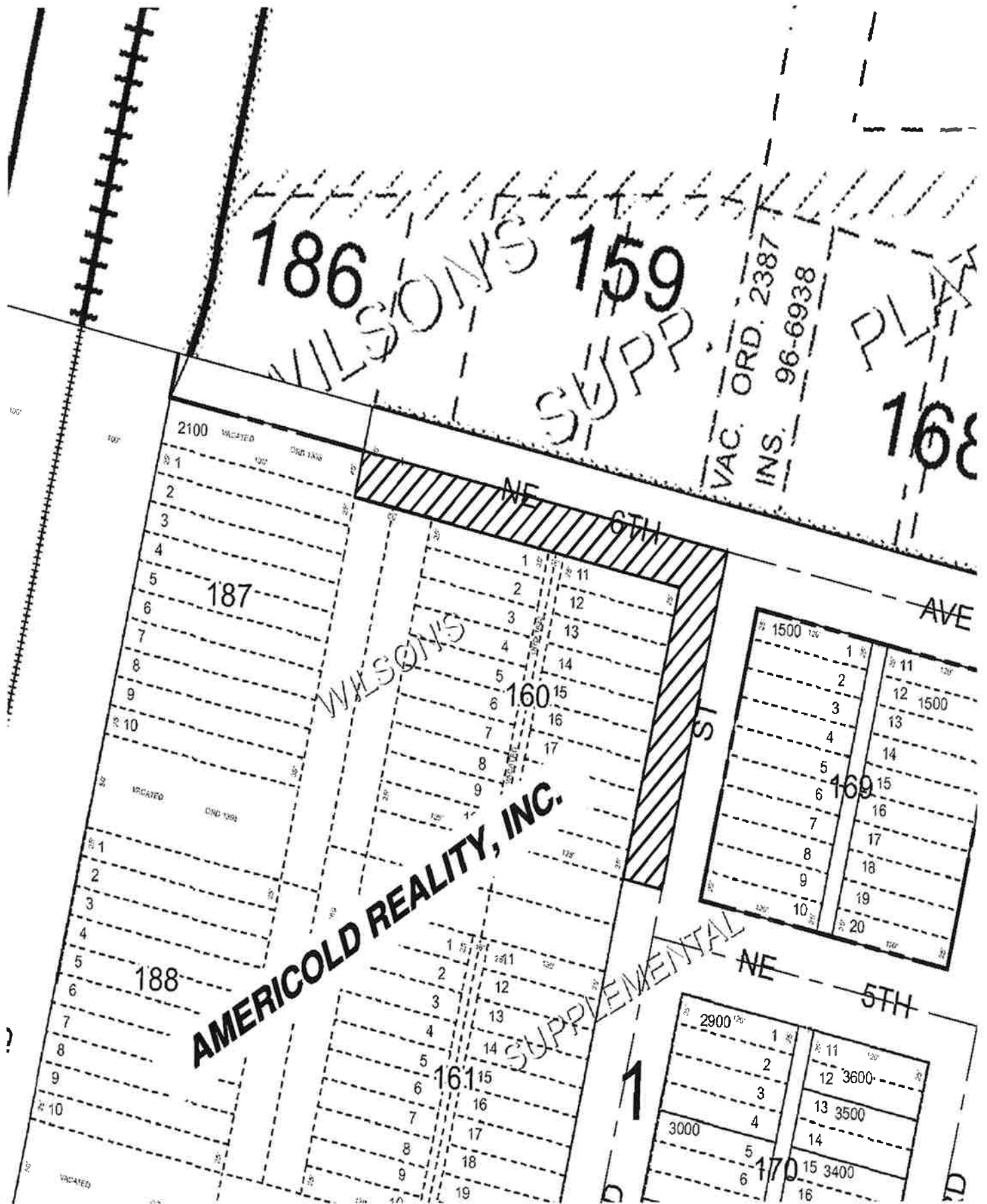


Exhibit "B"





City of Ontario
Filed in the Office of:
Community Development Director
444 SW 4th Street
Ontario, OR 97914

**AFFIDAVIT OF
CONSENT TO VACATION BY PROPERTY OWNER(S)**

1. In accordance with ORS 271 it is hereby represented and stated that the undersigned is/are the owner(s) of either the legal and/or equitable title to the real property herein described.
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4. The below signatures on the original consent were filed in the office of the the City Community Development Director and will be attached to the final report filed with the City Clerk in accordance with the State Statute.

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Street, from the North line of NE 5th Avenue North to the South Right of Way line of NE
6th Avenue and NE 5th Avenue from the East Right of Way line of NE 3rd Street, East
to the Center Section line of Section 3, as shown on attached Exhibit "A".

The Sections of vacation directly affecting the ownership of Idaho power is shown on
Exhibit "B" made a part hereof.

The property for which I give consent is:

Owner: IDAHO POWER COMPANY

Address: 504 NE 3RD STREET, ONTARIO, OR

Tax Map No: 18S4703 AND 18S4703CA

Tax Lot No: 2501 AND 1201 & 1300

By: IDAHO POWER COMPANY Land Management Permitting Leader
(Company/LLC/Corporation Name)





Printed Name Signature of Owner/Officer (Title)

Printed Name	Signature of Owner/Officer	(Title)
--------------	----------------------------	---------

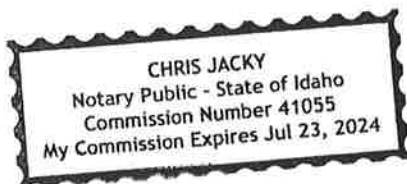
Printed Name	Signature of Owner/Officer	(Title)
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Printed Name _____ Signature of Owner/Officer _____ (Title) _____

Printed Name _____ Signature of Owner/Officer _____ (Title) _____

STATE OF OREGON)
County of Malheur) ss.
Adm)

The foregoing instrument was acknowledged before me this 5 day of August, 2020, by the above stated owners and title.



Notary Public for the State of Oregon *Talbot*
My Commission expires: *7-23-24*

Exhibit "A"

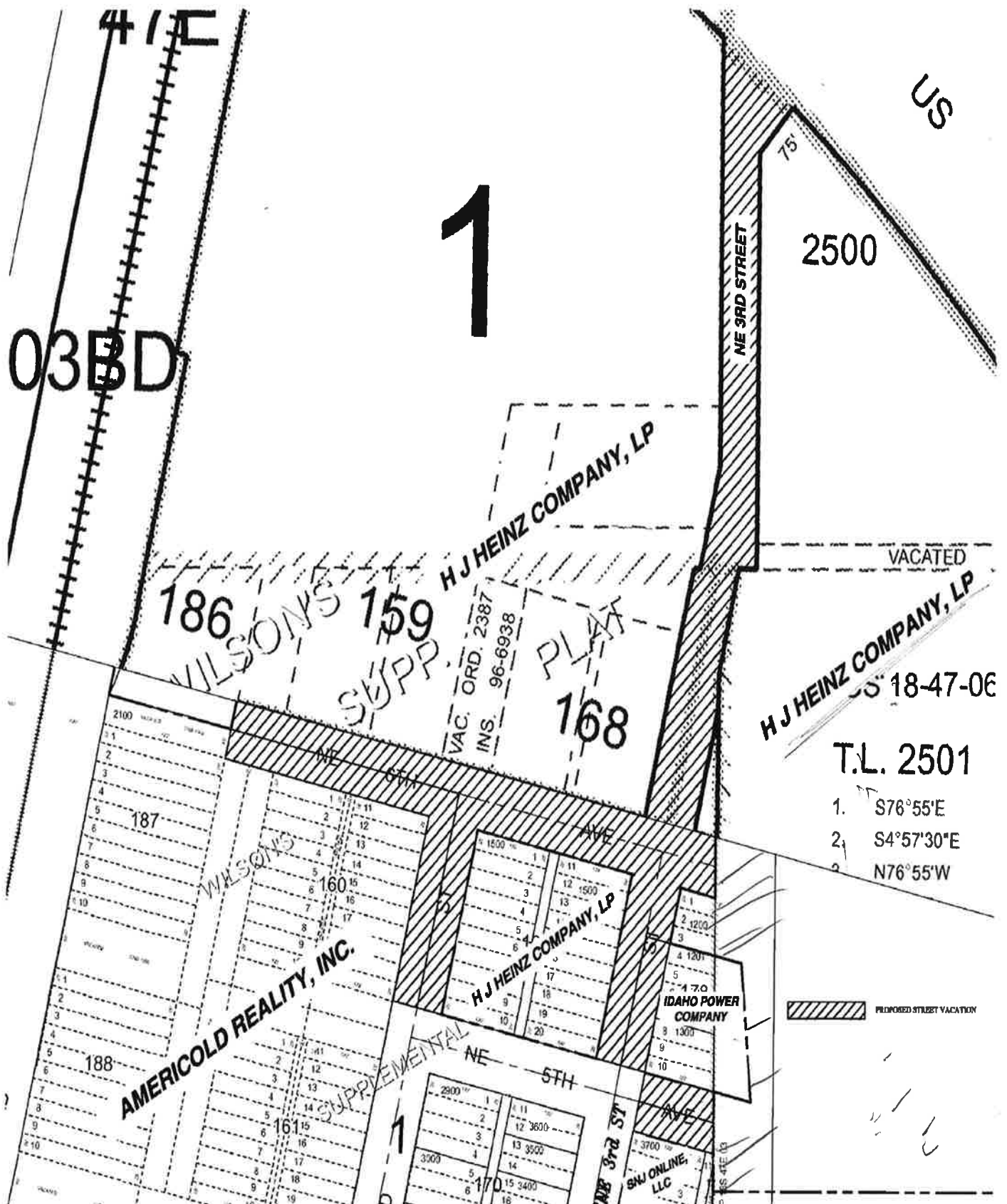


Exhibit "B"

VACATED

CS 18-47-06

T.L. 2501

1. S76°55'E
2. S4°57'30"E
- ~~2~~ N76°55'W

PROPOSED STREET VACATION



City of Ontario
Filed in the Office of:
Community Development Director
444 SW 4th Street
Ontario, OR 97914

**AFFIDAVIT OF
CONSENT TO VACATION BY PROPERTY OWNER(S)**

1. In accordance with ORS 271 it is hereby represented and stated that the undersigned is/are the owner(s) of either the legal and/or equitable title to the real property herein described.
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Property Affected: NE 3rd Street from the North Right of Way line of NE 5th Avenue
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Street, from the North line of NE 5th Avenue North to the South Right of Way line of NE
6th Avenue and NE 5th Avenue from the East Right of Way line of NE 3rd Street, East
to the Center Section line of Section 3,as shown on attached Exhibit "A".

The Sections of vacation directly affecting the ownership of Idaho power is shown on
Exhibit "B" made a part hereof.

The property for which I give consent is:

Owner: SNJ ONLINE, LLC

Address: 482 NE 3RD STREET, ONTARIO, OR

Tax Map No: 18S4703CA

Tax Lot No: 3700

By: SNJ ONLINE, LLC
(Company/LLC/Corporation Name)

Steven Meland [Signature] Member
Printed Name Signature of Owner/Officer (Title)

Printed Name Signature of Owner/Officer (Title)

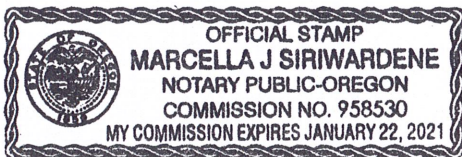
Printed Name Signature of Owner/Officer (Title)

Printed Name Signature of Owner/Officer (Title)

Printed Name Signature of Owner/Officer (Title)

STATE OF OREGON)
) ss.
County of Malheur)

The foregoing instrument was acknowledged before me this 16th day of November,
2020, by the above stated owners and title.



Marcella J. Siriwardene
Notary Public for the State of Oregon
My Commission expires:

1

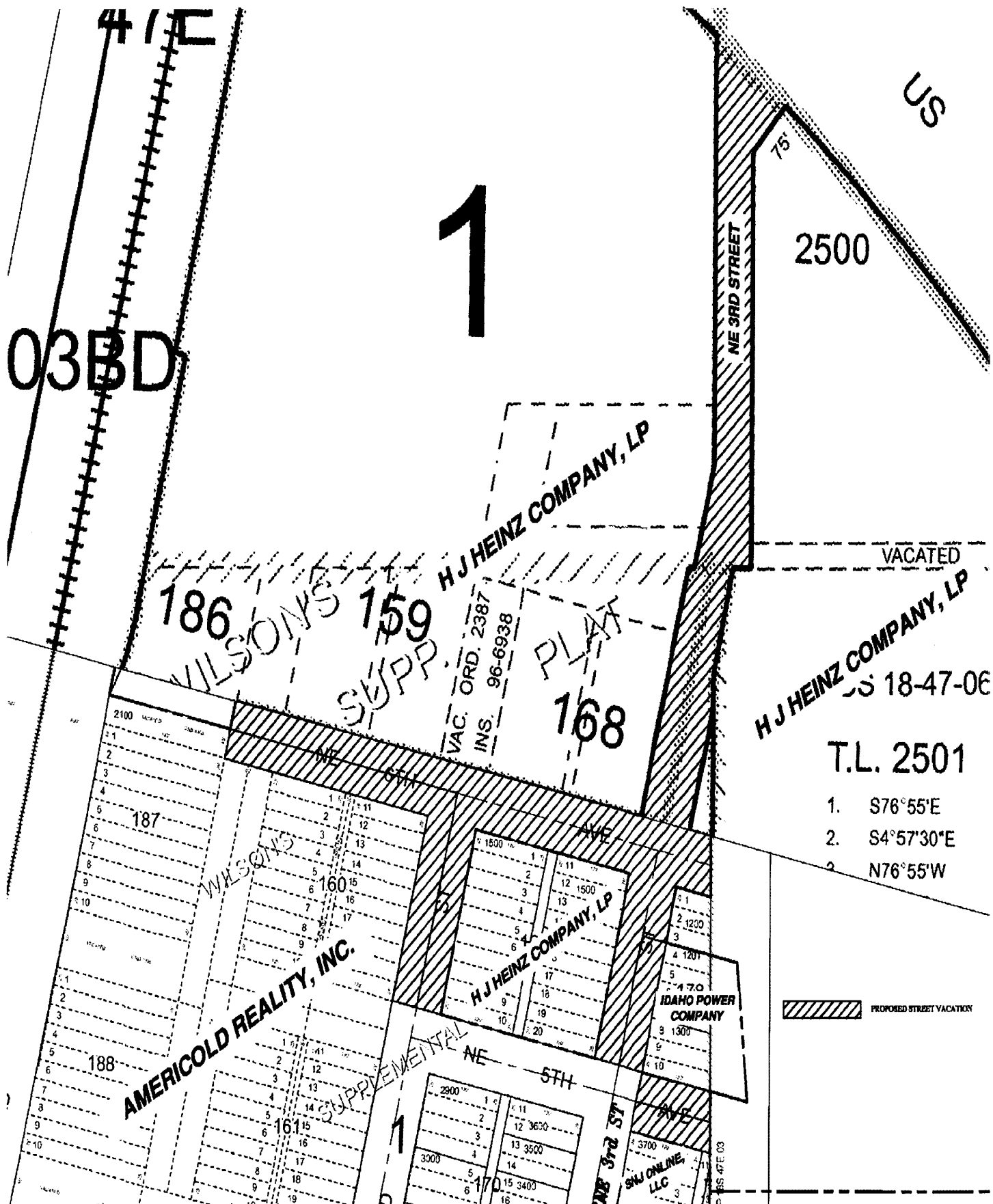
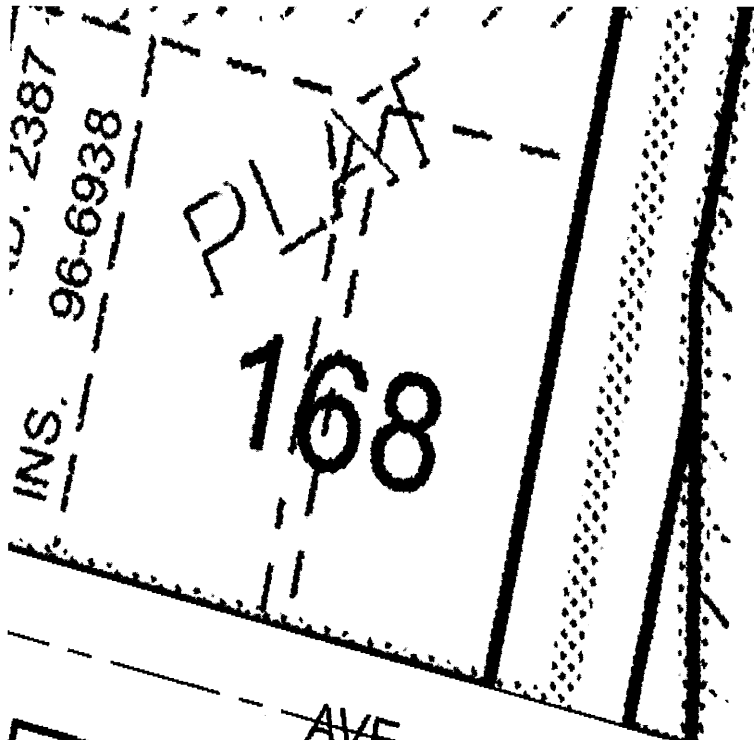


Exhibit "B"



CS 18-47-06

T.L. 2501

1. S76°55'E
2. S4°57'30"E
2. N76°55'W



PROPOSED STREET VACATION



SNJ ONLINE, LLC

P 18S 47E 03



City of Ontario
Filed in the Office of:
Community Development Director
444 SW 4th Street
Ontario, OR 97914

**AFFIDAVIT OF
CONSENT TO VACATION BY PROPERTY OWNER(S)**

1. In accordance with ORS 271 it is hereby represented and stated that the undersigned is/are the owner(s) of either the legal and/or equitable title to the real property herein described.
2. The undersigned as an Owner adjacent to the area designated on the attached map irrevocably consents to the Vacation of the area as shown on said map. This irrevocable consent to vacation is an instrument affecting the title and possession of the real property described herein.
3. All terms and conditions herein imposed shall run with the land and shall be binding upon and inure to the benefit of the successors in interest of owner. Upon any sale or division of the property as herein described the terms of this consent shall apply separately to each parcel and the owner of each parcel shall succeed to the obligations imposed on owner by this consent.
4. The below signatures on the original consent were filed in the office of the the City Community Development Director and will be attached to the final report filed with the City Clerk in accordance with the State Statute.

Property Affected: All of the Alley Way in Block 179 of Wilson's Supplemental Plat to the
City of Ontario lying between NE 4th Avenue and NE 5th Avenue as shown on the
attached Exhibit "A".

The Sections of vacation directly affecting the ownership of SNJ ONLINE, LLC is
shown on Exhibit "B" made a part hereof.

The property for which I give consent is:

Owner: SNJ ONLINE, LLC

Address: 482 NE 3RD STREET, ONTARIO, OR

Tax Map No: 18S4703CA

Tax Lot No: 3700

By: SNJ ONLINE, LLC
(Company/LLC/Corporation Name)

Steven Meland [Signature] Member
Printed Name Signature of Owner/Officer (Title)

Printed Name Signature of Owner/Officer (Title)

Printed Name Signature of Owner/Officer (Title)

Printed Name Signature of Owner/Officer (Title)

Printed Name Signature of Owner/Officer (Title)

STATE OF OREGON)
) ss.
County of Malheur)

The foregoing instrument was acknowledged before me this 22nd day of February,
2020, by the above stated owners and title.
2021

[Signature]
Notary Public for the State of Oregon
My Commission expires: _____

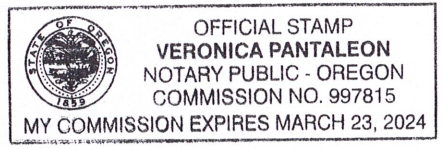


Exhibit A

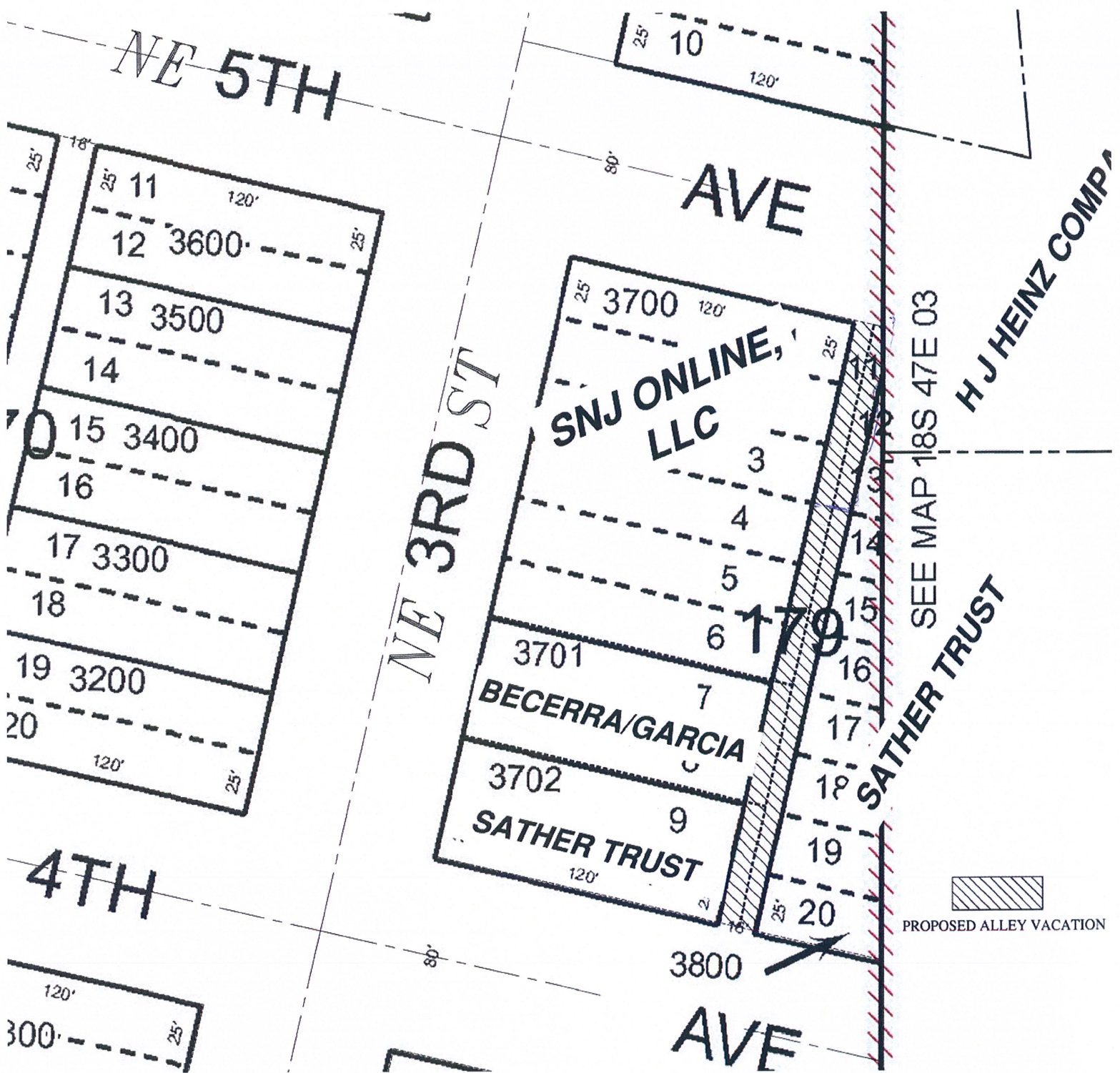
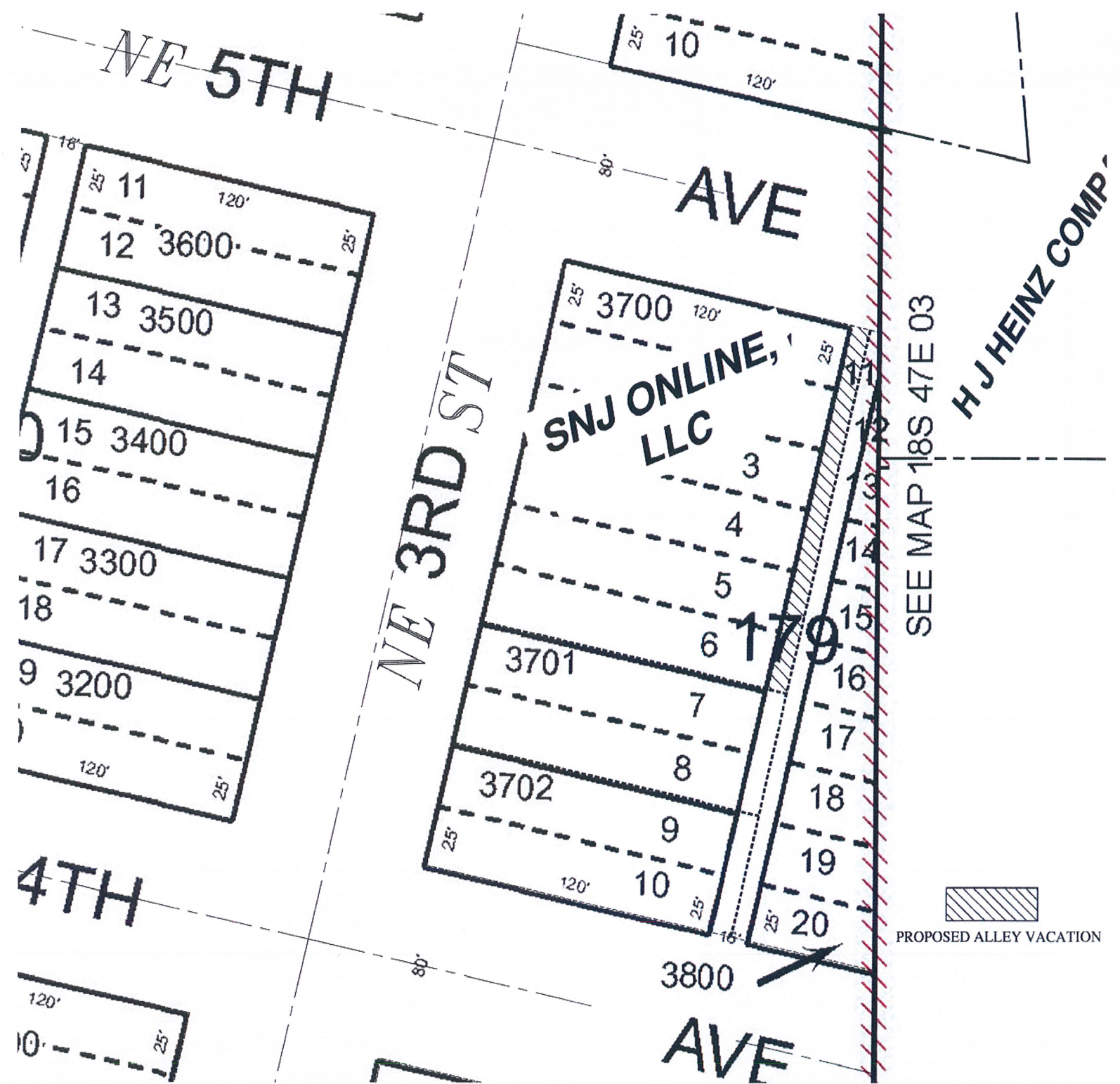


Exhibit B





City of Ontario
Filed in the Office of:
Community Development Director
444 SW 4th Street
Ontario, OR 97914

**AFFIDAVIT OF
CONSENT TO VACATION BY PROPERTY OWNER(S)**

1. In accordance with ORS 271 it is hereby represented and stated that the undersigned is/are the owner(s) of either the legal and/or equitable title to the real property herein described.
2. The undersigned as an Owner adjacent to the area designated on the attached map irrevocably consents to the Vacation of the area as shown on said map. This irrevocable consent to vacation is an instrument affecting the title and possession of the real property described herein.
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4. The below signatures on the original consent were filed in the office of the the City Community Development Director and will be attached to the final report filed with the City Clerk in accordance with the State Statute.

Property Affected: All of the Alley Way in Block 179 of Wilson's Supplemental Plat to the
City of Ontario lying between NE 4th Avenue and NE 5th Avenue as shown on the
attached Exhibit "A".

The Sections of vacation directly affecting the ownership of L W & Glenda Family
Trust is shown on Exhibit "B" made a part hereof.

The property for which I give consent is:

Owner: L W & Glenda Family Trust

Address: 373 NE 4th Avenue, Ontario, OR 97914

Tax Map No: 18S4703CA

Tax Lot No: 3702 AND 3800

By: L W & GLENDA FAMILY TRUST
(Company/LLC/Corporation Name)

Louis W. Sather [Signature] Trustee
Printed Name Signature of Owner/Officer (Title)

Glenda Sather [Signature] Trustee
Printed Name Signature of Owner/Officer (Title)

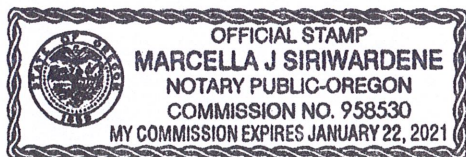
Printed Name Signature of Owner/Officer (Title)

Printed Name Signature of Owner/Officer (Title)

Printed Name Signature of Owner/Officer (Title)

STATE OF OREGON)
) ss.
County of Malheur)

The foregoing instrument was acknowledged before me this 30th day of November,
2020, by the above stated owners and title.



Marcella J. Siriwardene
Notary Public for the State of Oregon
My Commission expires: Jan 22, 2021

Exhibit A

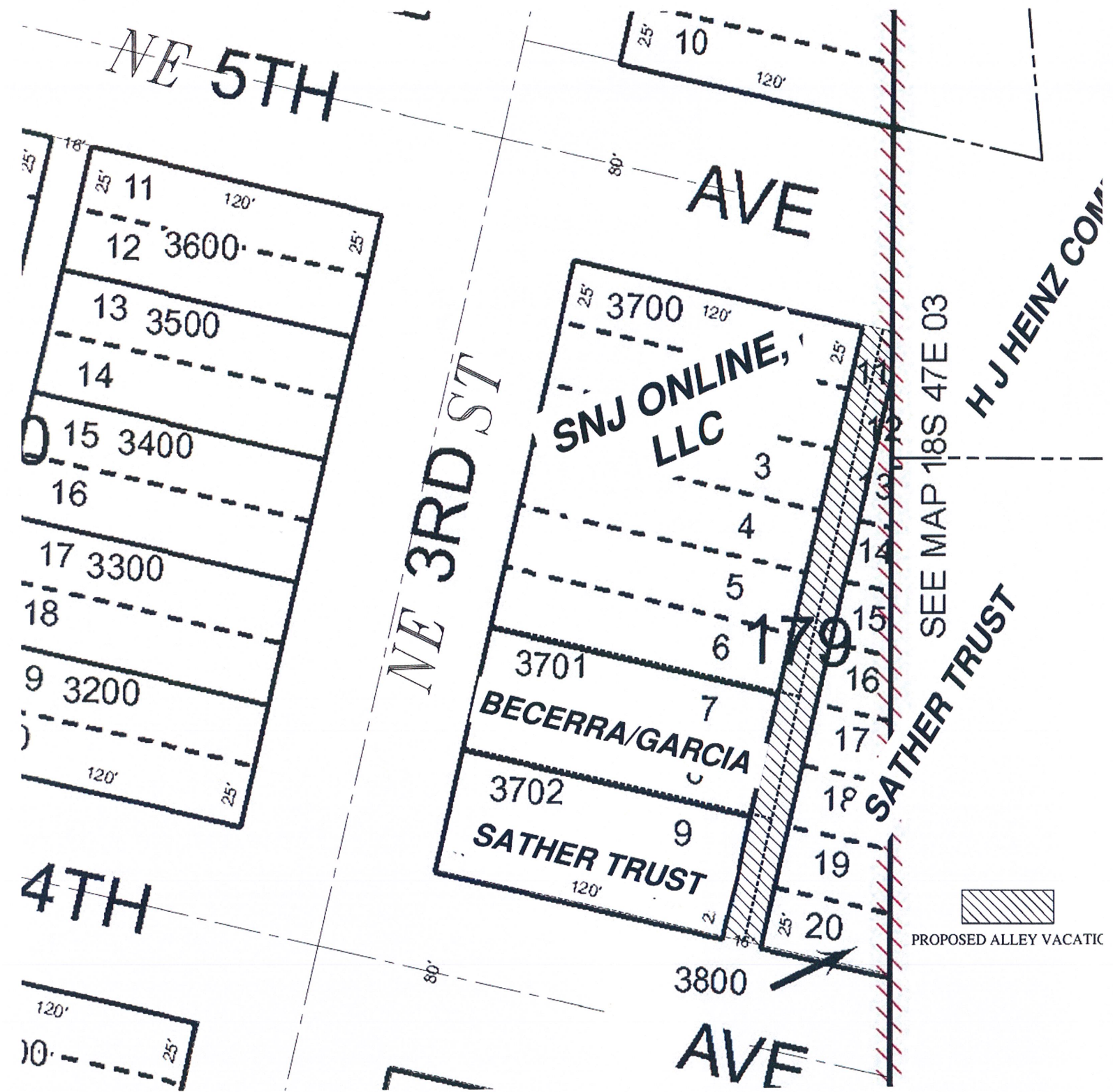
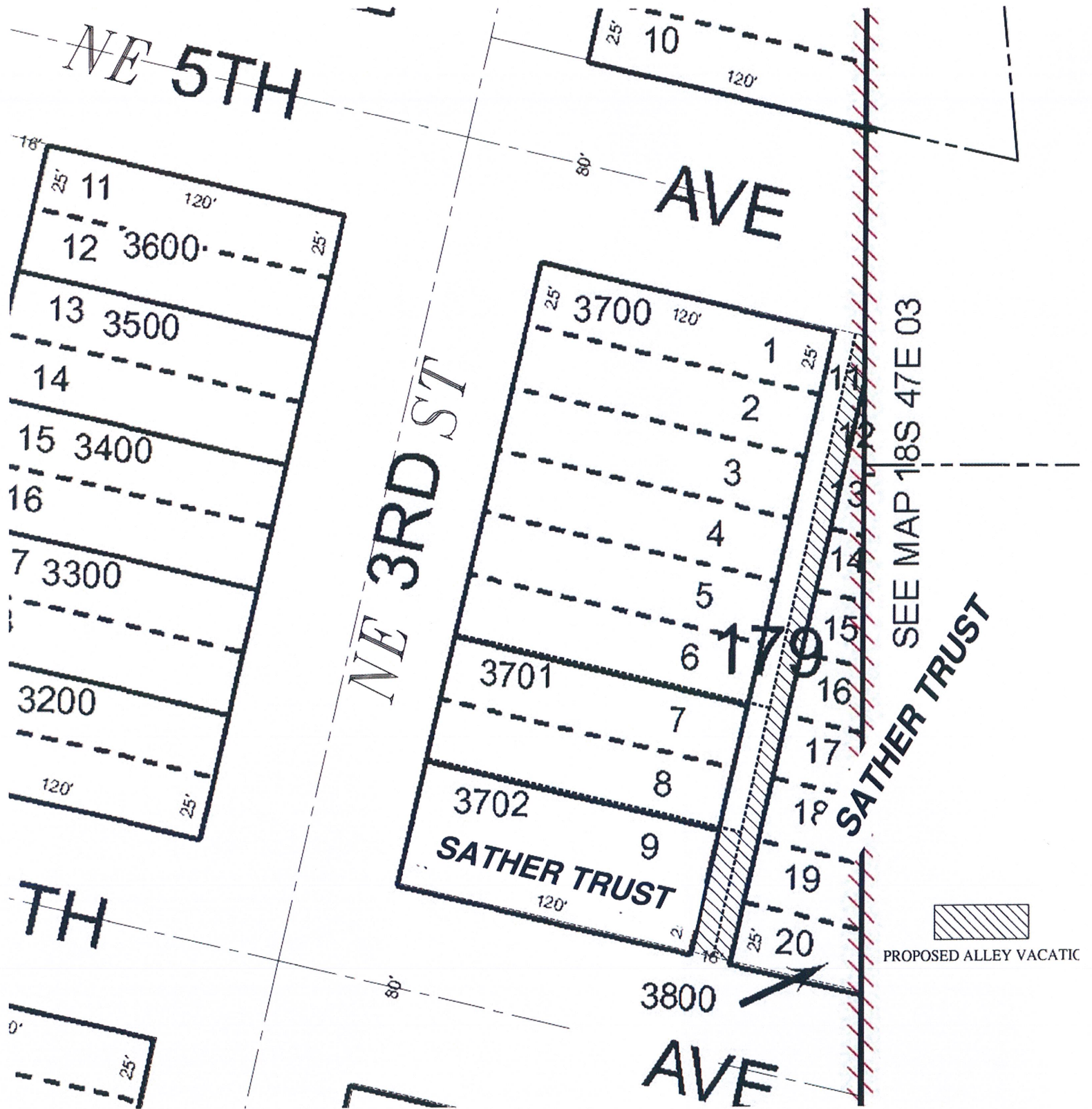


Exhibit B





City of Ontario
Filed in the Office of:
Community Development Director
444 SW 4th Street
Ontario, OR 97914

**AFFIDAVIT OF
CONSENT TO VACATION BY PROPERTY OWNER(S)**

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4. The below signatures on the original consent were filed in the office of the the City Community Development Director and will be attached to the final report filed with the City Clerk in accordance with the State Statute.

Property Affected: All of the Alley Way in Block 179 of Wilson's Supplemental Plat to the
City of Ontario lying between NE 4th Avenue and NE 5th Avenue as shown on the
attached Exhibit "A".

The Sections of vacation directly affecting the ownership of Pablo Becerra Franco and
Marielena Garcia is shown on Exhibit "B" made a part hereof.

The property for which I give consent is:

Owner: Pablo Becerra Franco and Marielena Garcia, Tenants in Common

Address: 529 N Park Blvd, Ontario, OR 97914

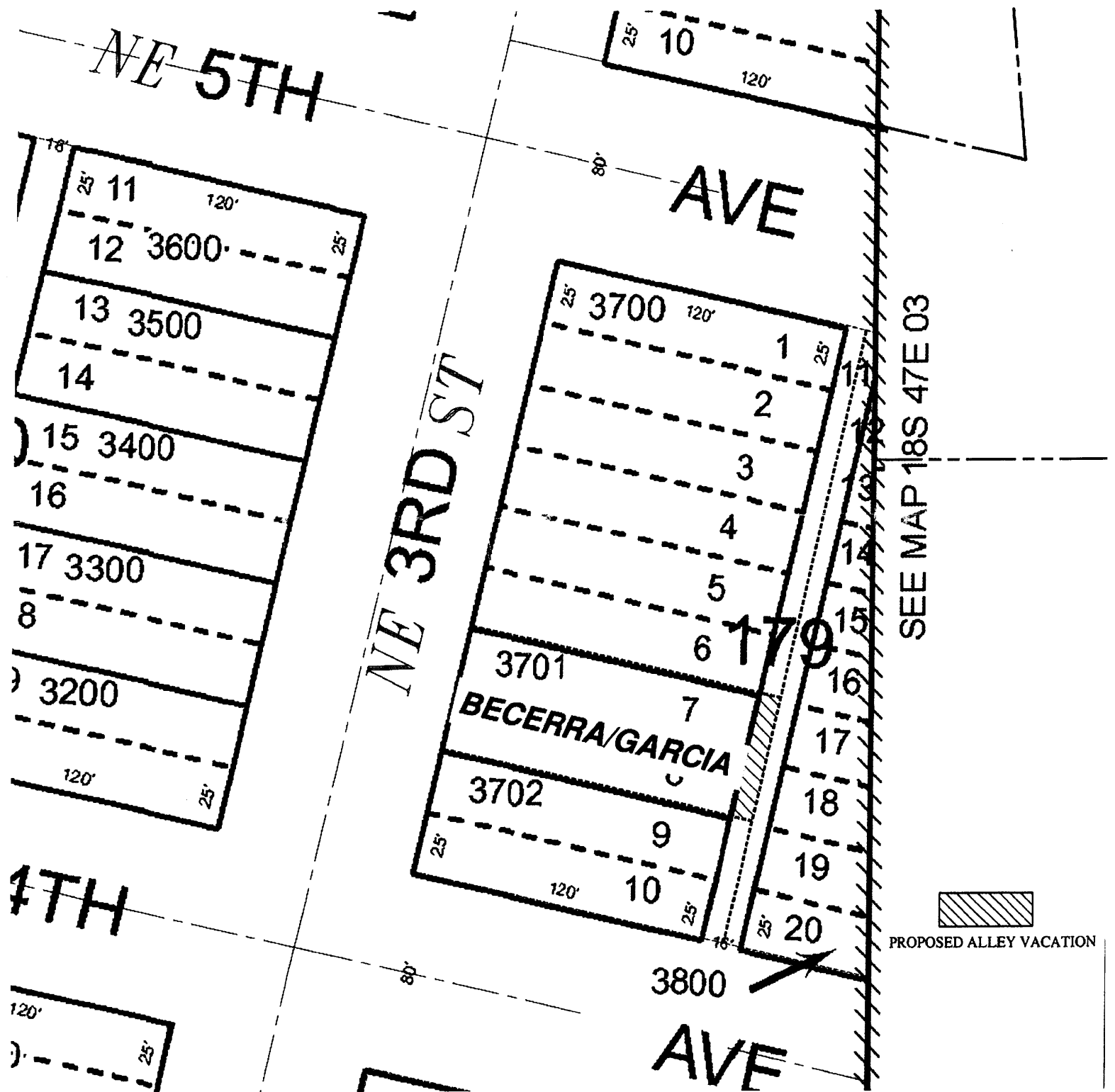
Tax Map No: 18S4703CA

Tax Lot No: 3701

Exhibit A



Exhibit B



By: _____
(Company/LLC/Corporation Name)

Pablo Becerra Franco Pablo Becerra
Printed Name Signature of Owner/Officer (Title)

Maneleng Garcia [Signature]
Printed Name Signature of Owner/Officer (Title)

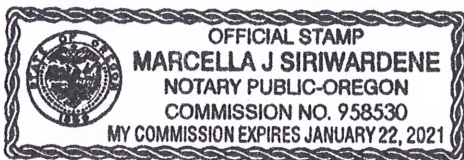
Printed Name Signature of Owner/Officer (Title)

Printed Name Signature of Owner/Officer (Title)

Printed Name Signature of Owner/Officer (Title)

STATE OF OREGON)
) ss.
County of Malheur)

The foregoing instrument was acknowledged before me this 15th day of January,
2021, by the above stated owners and title.
MS



Marcella J. Siriwardene
Notary Public for the State of Oregon
My Commission expires:



**AGENDA REPORT
PUBLIC HEARING
November 9, 2021**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: ORDINANCE #2799-2021: PLANNING ACTION 2021-07-28AZ - A REQUEST BY GOLD THUMB INVESTMENTS, LLC FOR THE ANNEXATION AND REZONE OF PROPERTY FROM URBAN GROWTH AREA INDUSTRIAL (UGA-I) TO CITY LIGHT INDUSTRIAL (I-1)

DATE: October 28, 2021

PROPOSED MOTION:

A. APPROVAL:

1. I MOVE THAT THE CITY COUNCIL APPROVE THE FINDING OF FACTS AND THE PLANNING COMMISSION RECOMMENDATION FOR THE ANNEXATION AND REZONE OF THE SUBJECT PROPERTY FROM URBAN GROWTH AREA INDUSTRIAL (UGA-I) TO CITY LIGHT INDUSTRIAL (I-1), AS SET FORTH IN ACTION 2021-07-28AZ BASED ON THE INFORMATION, FINDINGS AND CONCLUSIONS SET FORTH IN SECTIONS I THROUGH IV OF THIS REPORT.

2. I MOVE THAT THE CITY COUNCIL APPROVE ORDINANCE #2799-2021, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO FROM URBAN GROWTH AREA INDUSTRIAL (UGA-I) TO CITY LIGHT INDUSTRIAL (I-1), BEING A PARCEL WITHIN THE SW1/4 NW1/4 SECTION 33, TOWNSHIP 17 SOUTH RANGE 47 EAST, W.M., ON FIRST READING BY TITLE ONLY.

IF VOTE IS UNANIMOUS:

3. I MOVE THE CITY COUNCIL WAIVE THE SECOND READING OF ORDINANCE #2794-2021, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO FROM URBAN INDUSTRIAL (UGA-I) TO CITY LIGHT INDUSTRIAL (I-1), BEING A PARCEL WITHIN THE SW1/4 NW1/4 SECTION 33, TOWNSHIP 17 SOUTH RANGE 47 EAST, W.M., BY TITLE ONLY

B. DENIAL:

1. I MOVE THAT THE REQUEST FOR REZONE OF THE SUBJECT PROPERTY FROM URBAN GROWTH AREA INDUSTRIAL (UGA-I) TO CITY LIGHT INDUSTRIAL (I-1), AS SET FORTH IN ACTION 2021-07-28AZ BE DENIED, BASED ON THE INFORMATION, FINDINGS AND CONCLUSIONS SET FORTH BELOW. (NEED TO CHANGE STAFF FINDINGS AND LEGAL REASONS FOR DENIAL).

SUMMARY:

The applicant owns a parcel of land, known as 17S4733B, tax lot 3200. The applicants wish to annex and rezone the property into the city to connect to city services and further develop the property. This application, if approved, will result in the

annexation of 10.00 acres, plus the right of way for North Verde Drive, NW 13th Street, NW 22nd Avenue and NW 24th Avenue, into the city and a rezone of the property from Urban Growth Area Light Industrial (UGA-I) to City Light Industrial (I-1).

BACKGROUND:

This request for annexation and rezone needs a recommendation for approval or rejection from the Planning Commission to the City Council. The Ontario Municipal Code (OMC) designates the Planning Commission as the decision-making body for a request for rezone, without City Council participation. The OMC designates the City Council as the decision-making body for a request for annexation, without Planning Commission participation. State Law requires an Ordinance be adopted by the local governing body to accomplish a rezone. The City's governing body is the City Council, and they are the only body that may adopt an Ordinance; therefore, a request for rezone should go before the Council for a final decision. Staff feels that the best procedure is consistency with State law; therefore, this matter needs a recommendation from the Planning Commission, and then will be forwarded to the City Council for their decision.

There have been no recent Planning Commission actions on this property in the past 20 plus years that could be found in the planning records other than a city-wide Comprehensive Plan update in 2007. The Community Development Director, under Planning Action 2021-02-05CUP, approved a Conditional Use Permit for a Cannabis Retail facility contingent of the property being annexed.

CURRENT SITUATION:

The proposed development must comply with applicable provisions of the OCC (City of Ontario Zoning Ordinance as set forth in the Ontario City Code), and the City of Ontario Comprehensive Plan. Generally, unless otherwise noted, if a request is found to be consistent with the Zoning Ordinance it is considered to be consistent with the Comprehensive Plan.

A. Rezone

1. Section 10B-20-30 REQUIRED FINDINGS, DECISION CRITERIA. In preparing findings to support a quasi-judicial zoning map amendment decision, the following findings shall be addressed except when alternatives are set forth or where a required finding clearly does not apply to the current action:

- a. The zoning map amendment is in conformance with statewide planning goals and guidelines.
- b. The zoning map amendment is in conformity with the acknowledged comprehensive plan.
- 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.
- d. A public need is demonstrated for this zoning at this location and is not the granting of a special privilege for a single property or small group of properties.
- 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.
- 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.
- 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.

Findings of fact based on the answers and information given in the application made a part hereof:

1. Explain how the proposed zoning map amendment is in conformance with statewide planning goals and guidelines.

The rezoning is in conformance with the statewide planning goals and the City Comprehensive plan as the existing property is zoned UGA Residential and the proposed zoning is Residential in conformance to the City Comprehensive plan and no changes are being requested.

The Property is currently in the City of Ontario Urban Growth Area ("UGA") and zoned UGA 1-1 Light Industrial and once annexed into the City limits of Ontario it will be rezoned to City 1-1 Light Industrial and requested uses will be allowed by 10A-39-10(9). The proposed improvements to the property will be in compliance with the Planning and Zoning Development Standards - along with the accepted Conditional Use Permit 2021 -02-05CUP to develop the Property as a Marijuana retail facility, as allowed under City of Ontario Code 10A-59, Marijuana Related Operations and Activities and will be in compliance with State of Oregon laws and statewide planning goals, and guidelines will not be changed or affected by this annexation.

2. Explain how the proposed zoning map amendment is in conformance with the Acknowledged Comprehensive Plan.

The rezone is in conformance with the acknowledged plan as the requested rezone is the same as the acknowledge Comprehensive plan, no change is requested.

The entire UGA Zone complies with the Acknowledged Comprehensive Plan and Oregon Land Conservation and Development Department - Goal 9: Economic Development OAR 660-009-000 "To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare and prosperity of Oregon citizens." Annexation into the City of Ontario will not change the zoning of this property and its improvements comply and are in compliance with Goal 9 and other statewide planning goals and state of Oregon laws.

Therefore, guidelines will not be changed or affected by this annexation.

3. As applicant, you must explain how there has been a mistake or error in the original zone designation or a change in physical, social or market conditions generally affecting the area, which makes this proposed zone change appropriate.

Approving the annexation of this ten (10) acre property into the city limits of Ontario will not change the existing zoning of UGA 1-1 Light Industrial and will be rezoned City 1-1 Light Industrial after annexation based on the Zoning Map and Acknowledged Comprehensive Plan. Marijuana businesses are allowable and considered an accepted use with a conditional use permit in the Light Industrial Zone. City of Ontario Code 10A-59.

Therefore, the only change will be the Annexation from Malheur County to City of Ontario. This Annexation is necessary to participate in the City of Ontario's Recreational Marijuana policy allowing for dispensaries and other potential Marijuana businesses, which are all considered conditional uses under the City of Ontario Zoning Code.

4. As applicant, you must show a public need is demonstrated for this zoning at this location and is not the granting of a special privilege for a single property or small group of properties.

The current zoning of the ten (10) acre property that is located in the UGA will not be changed after annexation into the City of Ontario. It will remain as Light Industrial zoning and will be in compliance with all zoning requirements and goals originally accepted for this area. The only change will be the annexation from Malheur County to the City of Ontario. The annexation of the Property will be beneficial to the City of Ontario and its residences in the following aspects:

- Added tax revenue for the City of Ontario;

Added employment opportunities to the residents of the City of Ontario; Added Light Industrial property into the City of Ontario; and

Site improvements to enhance pedestrian walkability (sidewalks), ability to connect to City services (water/sewer) and improved streets are required to be maintained and constructed per City requirements and standards.

5. Explain how the property affected by the change, if approved, is adequate in size and shape to facilitate its use and development as permitted under the new zoning classification.

The proposed plot plan (that is subject to change) shows the retail area and the size of the parcel for the proposed use, which is consistent with the regulations of the City of Ontario. The ten (10) acre Property will be divided into three tax lots by way of Partition as shown in the attached plot plan and as follows:

TAX LOT No. 1: Approximately 69,540 Sq. Ft. with a planned 4,000 to 9,000 square foot building; TAX LOT No. 2: 370,410 Sq. Ft. with planned (5) 9,000 Sq. Ft., (4) 3,800 Sq. Ft., and (1) 1,500 Sq. Ft. buildings that could house other approved light industrial businesses.

TAX LOT No. 3: 179,418 Sq. Ft. with planned (1) 21,000 Sq. Ft., (5) 4,800 Sq. Ft., (1) 7,825 Sq. Ft. and (2) 2,400 Sq. Ft. buildings, again which would house other approved light industrial businesses.

The total build area to be 13%, with the remaining area to be parking lot for 400+ cars, which will be developed per City requirements and standards. This is consistent with the criterion with respect to compatibility with surrounding uses, size of structures for proposed use, required parking, setbacks and landscaping. The proposed plot plan shows more than enough parking area to meet the requirements of a retail facility and shows the required landscaping.

6. Explain how the property affected by the proposed change of zone is properly related to streets and other public facilities and with services adequate to meet the demands of the uses allowed in the new zone. This shall explain how this proposal will not absorb a disproportionate share of public facilities, utilities and general assets.

The ten (10) acre parcel is surrounded on all four sides by public roadways that will be enhanced with new paving, curbs, sidewalks and bio swells, large unobstructed entrances from each street will be built in accordance with City requirements and standards. In addition, annexation into the City of Ontario will provide for city water and sewer which is already existing at the roadways. The scope of work for public facilities, utilities and general assets was also previously included in the general scope of the UGA County Zoning and would not add to previously planned resources.

This Application for Annexation is consistent with the standards and can be connected to City services once extended to the property by the owners. The site has access to N. Verde Drive and NW 24th Street once constructed to City standards by the property owners. Owners are aware of the requirements to extend and develop the public improvements.

7. Explain how the proposed change in zoning 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.

All planned improvements will be in compliance with City 1-1 Light Industrial zoning as the entire surrounding area is also zoned UGA Light Industrial and there are no known issues in Applicant's plans that would create undo dust, noise, vibration, odor, heat, glare, lighting, or discharges into the air, water or land, except for the initial construction period. No adverse effects are expected to occur.

Summary Conclusions: Based on the findings above:

a. The City of Ontario Municipal Code Implements policies contained in the City of Ontario Comprehensive Plan, which conforms to the Statewide Planning Goals; generally, if a proposed rezone meets all criteria and standards contained in the OMC, the request will be consistent with Comprehensive Plan Policies and therefore conform to the Statewide Planning Goals. As this proposal meets the criteria in the above section, this proposal is consistent with Statewide Planning Goals. **CRITERION IS MET**

b. The finding 2 above, show that the request is within goals and conformance of the Acknowledged Comprehensive plan. Therefore, this proposal has demonstrated to be consistent with the Comprehensive Plan. **CRITERION IS MET**

c. The applicant states in finding 3, that no mistake was made, that the requested zone is required due to annexation into City Limits and matches the planned zoning as per Comprehensive Plan. Therefore, there is no mistake made the findings demonstrates that this criterion is met. **CRITERION IS MET**

d. The applicant states in finding 4, that request is legally necessary due to the annexation of the property; granting of this request is not a special privilege and no public need has to be demonstrated. The property is industrial designated under the

Comprehensive Plan so a industrial zone is in compliance with the Comprehensive Plan. **CRITERION IS MET**

e. As noted in the findings 5, the subject property exceeds the minimum parcel size of the requested zoning and is of adequate size for future development. **CRITERION IS MET**

f. As noted in the finding 6 above, the property is properly related to streets and public facilities will be extended within the public streets and the existing uses and services demonstrate that uses allowed in the proposed zone are provided. **CRITERION IS MET**

g. The applicant states in the finding 7 above, the zone change will not adversely affect the surrounding area as the current use is the same use as the proposed zone change which is Light Industrial. The permitted uses are related to low volume traffic and uses which do not lend themselves to the creation to significant amounts of noise or other discharges of dust or odor into the air is uncommon in a residential zone. **CRITERION IS MET**

Conclusion Rezone: ALL CRITERIA ARE MET

B. Annexation:

1. 10B-45-10 INITIATION OF ACTION. When a person, authorized by statute, wishes to extend the city's boundaries, an application on forms supplied by the city shall be filed with the Planning Director and which include: annexation consent forms, by the property owners, and by tenants if required by law or court decision; request for a change in zoning map designation, or plan change if required; request for other quasi-judicial action if required; fees, and other exhibits and requirements for a quasi-judicial action as set forth in this Title. All land use actions associated with the annexation shall be consolidated, as feasible, and one fee paid.

2. Oregon Revised Statute 222.125: Annexation by consent of all owners of land and majority of electors; proclamation of annexation. The legislative body of a city need not call or hold an election in the city or in any contiguous territory proposed to be annexed or hold the hearing otherwise required under ORS 222.120 when all of the owners of land in that territory and not less than 50 percent of the electors, if any, residing in the territory consent in writing to the annexation of the land in the territory and file a statement of their consent with the legislative body. Upon receiving written consent to annexation by owners and electors under this section, the legislative body of the city, by resolution or ordinance, may set the final boundaries of the area to be annexed by a legal description and proclaim the annexation.

Findings based on the answers and information given in the application made a part hereof:

1. The applicants have paid the fees and provided the proper application with signatures.
2. The property is annexable because it lies inside the Urban Growth Boundary and is contiguous with current city limits.
3. The property is currently zoned for Industrial use in the Urban Growth Area; the requested zone, City Light Industrial (I-1), is consistent with contiguous property.
4. Findings from preceding sections of this report are herein included by this reference. A change to the comprehensive plan map or text is not necessary to annex the property; however, the annexation of the property must be consistent with all applicable Comprehensive Plan Policies.
5. Annexation would benefit the city by increasing tax revenue, and, by providing more City Light Industrial land in a highly developable area.

Conclusion: All criteria and standards applicable to a request for annexation have been met. The property may be annexed.
SUMMARY CONCLUSIONS AND PLANNING COMMISSION DECISION

A request a rezone of property may be recommended for approval or denial by the Planning Commission to the City Council if all applicable decision criteria and standards are found met, or able to be met through appropriate conditions of approval. In this case, findings must be made by the Planning Commission that the specific criteria are either met, able to be met through conditions of approval, or not met; options and discussion are provided under "Findings:" and "Conclusion:" for each criterion.

All the criteria and standards must be met in order for the request to be recommended for approval.

At a Public Hearing on October 11, 2021 the Planning Commission approved the findings of facts and sent a recommendation to the City Council to approve the annexation and rezoning of the property as detailed in this report.

ANALYSIS:

- A. **STRATEGIC PLAN** This action is in alignment with the City Council Strategic Plan for desirability of the property to be used for residential use; it also allows for future development of the city in meeting its potential for future growth of the community.
- B. **FINANCIAL** There is no financial impact to the city currently, but will add revenue as property tax.
- C. **TIMING** This action is needed as soon as possible so that the lands can be developed and connected to city services.
- D. **POLICY/LEGAL** The proposed development must comply with applicable provisions of the OCC (City of Ontario Zoning Ordinance as set forth in the Ontario City Code), and the City of Ontario Comprehensive Plan. Generally, unless otherwise noted, if a request is found to be consistent with the Zoning Ordinance it is consistent with the Comprehensive Plan.

An annexation and rezone must be done by an Ordinance and the City Council is the Final Authority for approving a City Ordinance.

ALTERNATIVES:

The Planning Commission could table the action until a time certain if more information is needed to make a decision.

RECOMMENDATION:

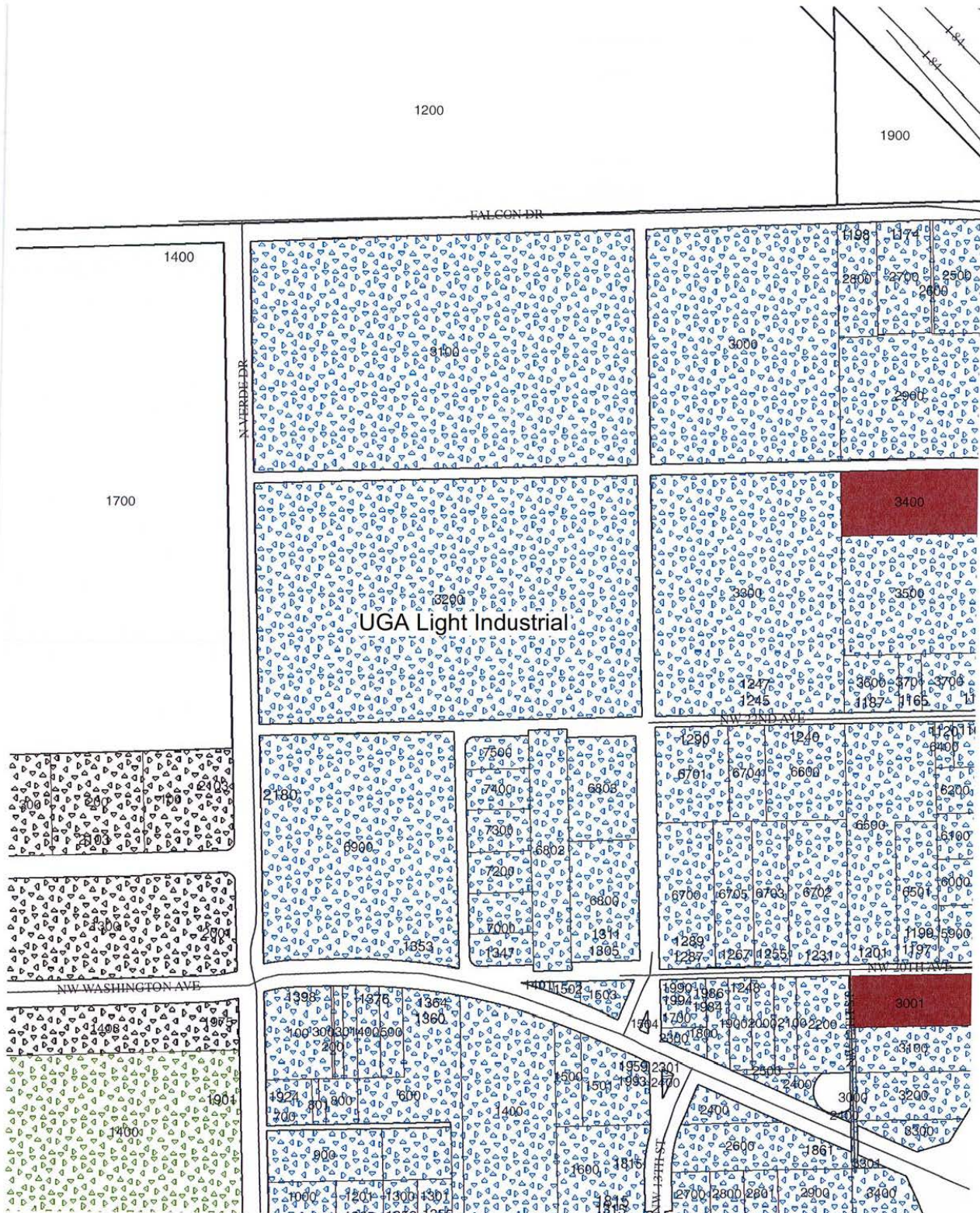
Staff recommends that the City Council approve and adopt the findings of facts and approve the annexation and rezone from UGA-Light Industrial to City Light Industrial (I-1) of the subject property by adopting Ordinance #2799-2021.

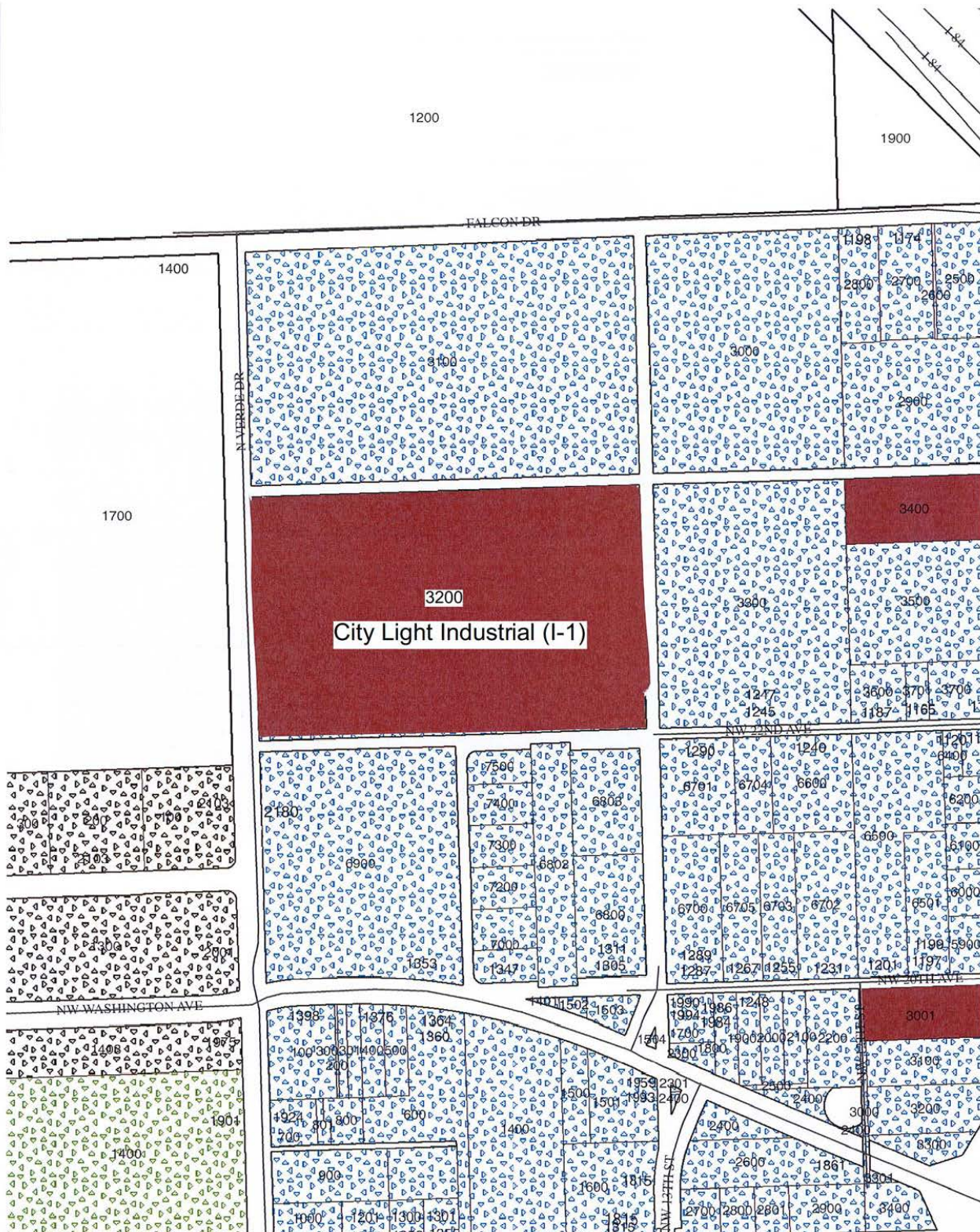
ATTACHMENTS:

- 1. Attachment 1_Before
- 2. Attachment 2_After
- 3. Attachment 3_Area Map
- 4. Attachment 4_Annex Description
- 5. Attachment 5_Annex Tax Map
- 6. Attachment 6_Ord #2799-2021

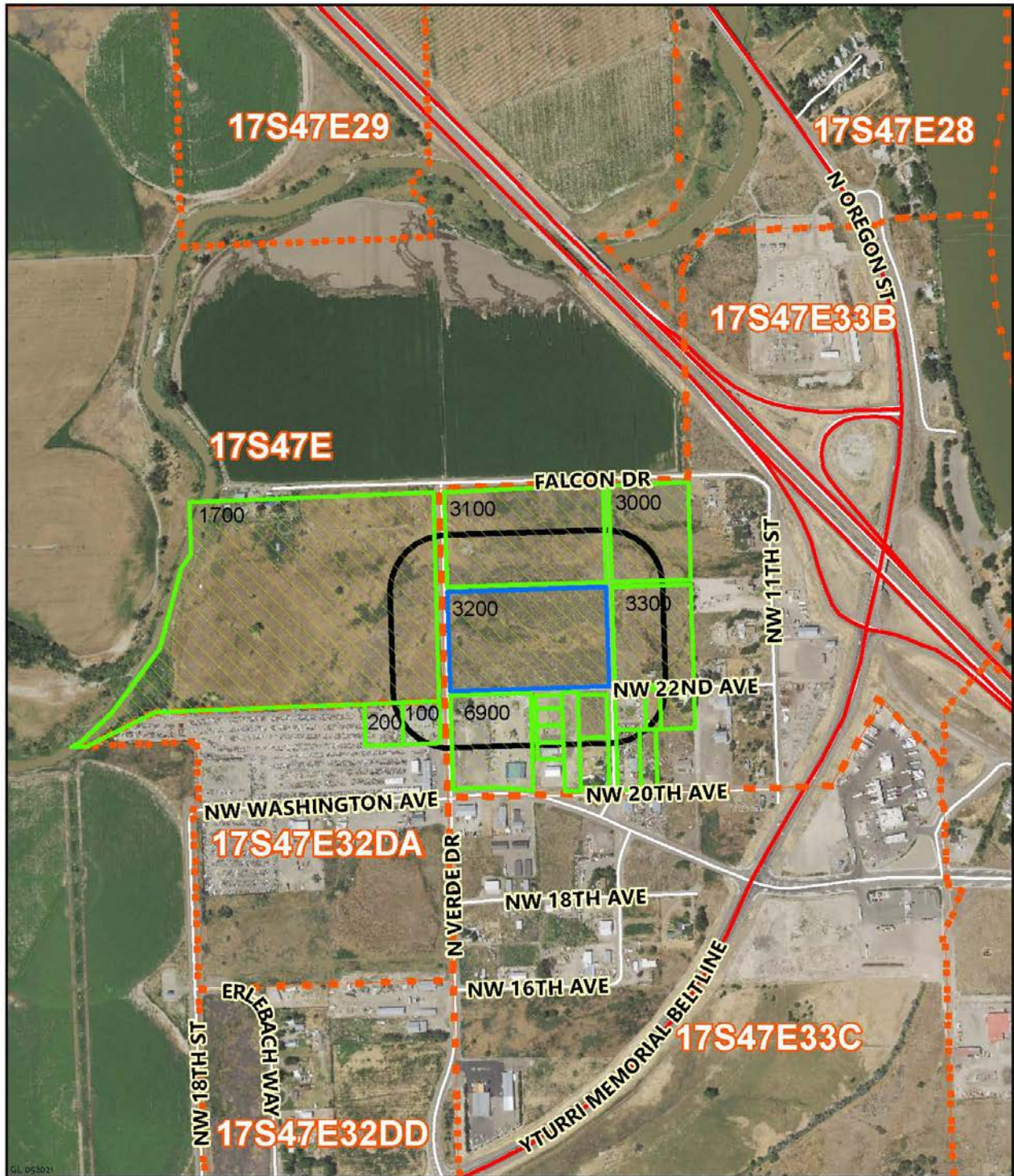
Attachment "1"

Parcel Before Rezoning





Attachment "3"



Legend

- 300 ft radius
- Map Index
- GoldenThumbInvestment
- TL wn 300' rad fr GoldenThumbInvestment

300 Feet Radius Map

Golden Thumb Investment_Ref7318

0 400
Feet

*Map is prepared for
assessment purposes only*

Attachment “4”

Rezone Parcel Description

Exhibit “A”

LEGAL DESCRIPTION FOR THE CITY OF ONTARIO ANNEXATION

Land in Malheur County, Oregon, as follows:

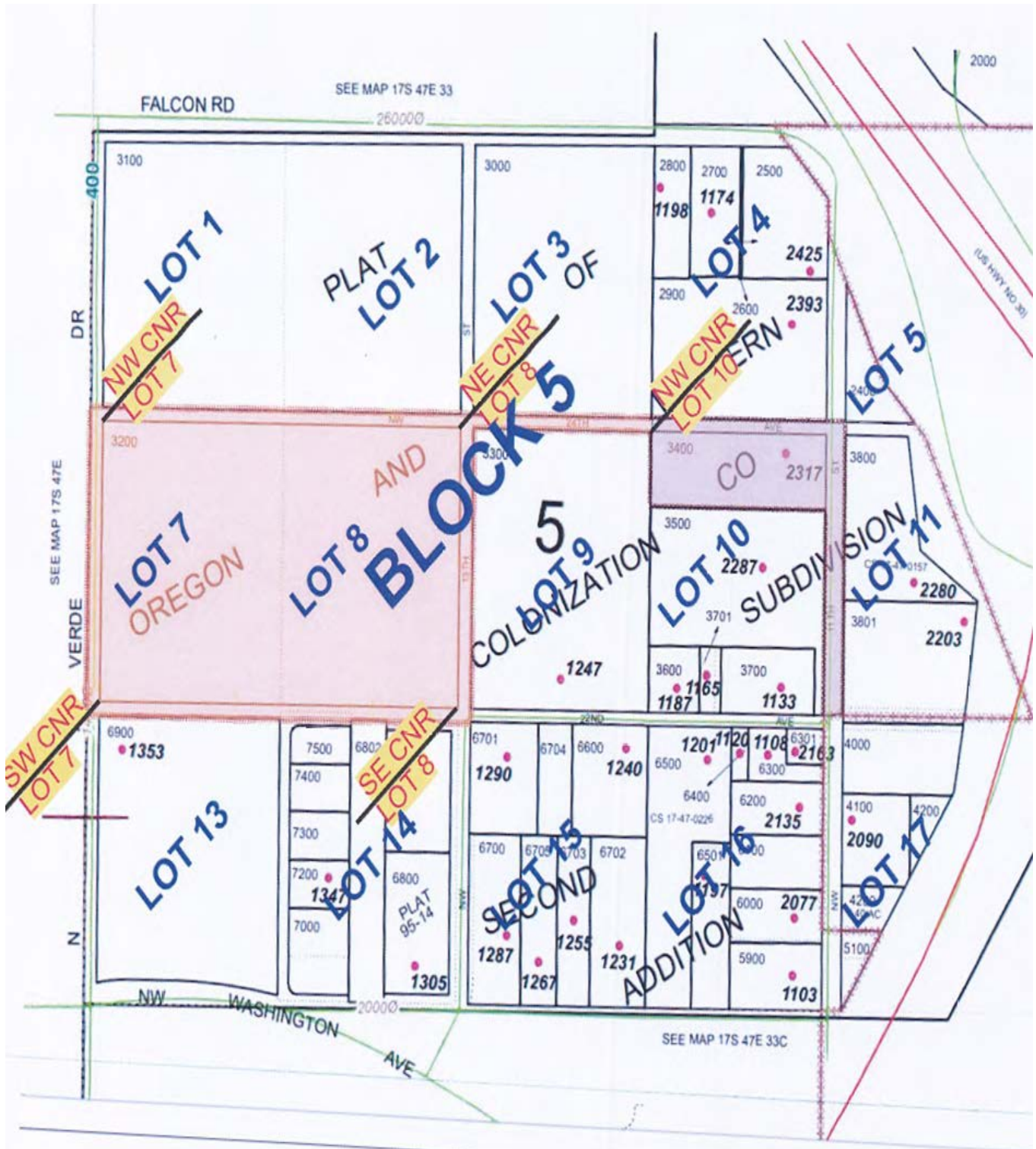
Land in OREGON AND WESTERN COLONIZATION SUBDIVISION SECOND ADDITION, in Section 33, Township 17 South, Range 47 East of the Willamette Meridian, Malheur County, Oregon, according to the Corrected Plat thereof, as follows:

In Block 5: Lot 7, Lot 8 and the Public Right of Way, all being more particularly described as follows”

Beginning at the Southeast corner of Lot 3 said Block 5; thence west coincident with the south boundary of Lots 1, 2 & 3 and the northerly boundary of NW 24th Avenue and the extension thereof, to the west boundary of Verde Drive; thence south coincident with the west boundary of said Verde Drive to the point of intersection with the extension of the south boundary of NW 22nd Avenue; thence east coincident with the southerly boundary of NW 22nd Avenue and the north boundary of Lots 13 & 14 to the Northwest corner of Lot 15, said Block 5 being on the east boundary of NW 13th Street; thence north coincident with the easterly boundary of said NW 13th Street and the westerly boundary of Lot 9 to the Northwest corner of said Lot 9; thence east along the north line of Lot 9 and south boundary of NW 24th Avenue to the Northeast corner of said Lot 9; thence north to the SE corner of said Lot 3 and the Point of Beginning.

END OF DESCRIPTION

Rezoned Parcel Tax Map





ORDINANCE #2799-2021

AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO FROM URBAN GROWTH AREA INDUSTRIAL (UGA-I) TO CITY LIGHT INDUSTRIAL (I-1), BEING A PARCEL WITHIN THE SW¼ NW¼ SECTION 33, TOWNSHIP 17 SOUTH RANGE 47 EAST, W.M..

- WHEREAS,** There has been submitted to the City of Ontario a written request for annexation and rezoning to the city signed by 100% of the owners of land within the affected territory to be annexed; and
- WHEREAS,** All of the owners of land in that territory have consented in writing to the annexation of their land in the territory and have filed a statement of their consent with the legislative body of the city; and
- WHEREAS,** The City Charter does not expressly require the city to submit a proposal of annexation of territory to the electors of the city; and
- WHEREAS,** All the owners have requested the lands to be rezoned from UGA Industrial (UGA I) to City Light Industrial (I-1).

NOW THEREFORE, THE CITY OF ONTARIO ORDAINS AS FOLLOWS:

1. Annexation Area. The following contiguous territory be and the same is hereby annexed: The property legally described and mapped in the attached Exhibits “A” and “B” respectively.
2. Rezoning. That based on the Planning Commission findings and recommendation in Planning Action 2021-07-28AZ, the lands as shown and described in the attached Exhibits “A” and “B” be rezoned from UGA Industrial (UGA I) to City Light Industrial (I-1).
3. Record. The City Planner shall submit to the Oregon Secretary of State (1) a copy of this Ordinance, (2) a copy of the statement of consent of the landowner in the territory annexed; and (3) Shall send a description by metes and bounds, or legal subdivision, and a map depicting the new boundaries of the City within 10 days of the effective date of annexation to the Malheur County Assessor, Malheur County Clerk and the State Department of Revenue.

PASSED AND ADOPTED by the Common Council of the City of Ontario this _____ day of _____, 2021 by the following vote:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor this _____ day of _____, 2021.

ATTEST:

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder

Exhibit “A”
Property Description for Annexation/Rezone
City Action No. 2021-07-28AZ

Exhibit “A”

LEGAL DESCRIPTION
FOR THE CITY OF ONTARIO ANNEXATION

Land in Malheur County, Oregon, as follows:

Land in OREGON AND WESTERN COLONIZATION SUBDIVISION SECOND ADDITION, in Section 33, Township 17 South, Range 47 East of the Willamette Meridian, Malheur County, Oregon, according to the Corrected Plat thereof, as follows:

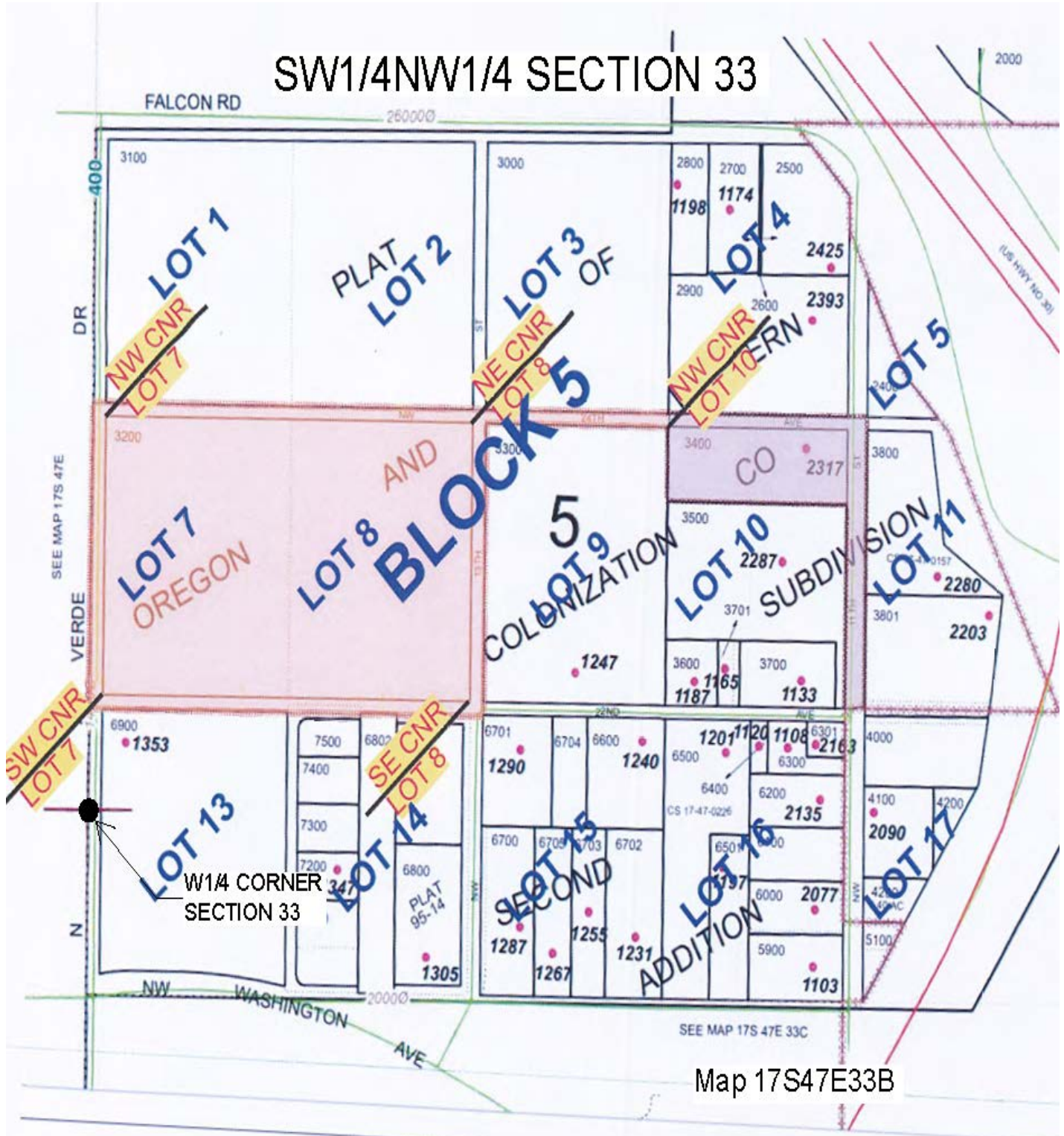
In Block 5: Lot 7, Lot 8 and the Public Right of Way, all being more particularly described as follows”

Beginning at the Southeast corner of Lot 3 said Block 5; thence west coincident with the south boundary of Lots 1, 2 & 3 and the northerly boundary of NW 24th Avenue and the extension thereof, to the west boundary of Verde Drive; thence south coincident with the west boundary of said Verde Drive to the point of intersection with the extension of the south boundary of NW 22nd Avenue; thence east coincident with the southerly boundary of NW 22nd Avenue and the north boundary of Lots 13 & 14 to the Northwest corner of Lot 15, said Block 5 being on the east boundary of NW 13th Street; thence north coincident with the easterly boundary of said NW 13th Street and the westerly boundary of Lot 9 to the Northwest corner of said Lot 9; thence east along the north line of Lot 9 and south boundary of NW 24th Avenue to the Northeast corner of said Lot 9; thence north to the SE corner of said Lot 3 and the Point of Beginning.

END OF DESCRIPTION

Subject property

MAP 17S4733B Tax Lot 3200 Plus ROW



Section 3: Budget Process

Budget Calendar

Departments prepare requested budget documents	November 1, 2021
Departments turn in budget documents to Finance Department	December 15, 2021
Budget narrative and performance measures completed	December 31, 2021
Finance Department prepares department requests	December 16, 2021 – January 14, 2022
Strategic Plan Retreat with City Council for Budget Priorities	January 22, 2022
Review budget between Finance Director, City Manager, and Assistant to City Manager	January 26, 2022
Proposed budget reviewed with departments	January 31 – February 4, 2022
Preliminary Budget Committee Meeting – Rev. & Exp. Forecasts	February 1, 2022
Proposed budget made available to Budget Committee and Public	February 22, 2022
Publish first notice of Budget Committee Meeting (5 – 30 days before meeting)	February 22, 2022
Publish second notice of Budget Committee Meeting (5 days before meeting)	March 1, 2022
Budget Committee Meetings (Budget Committee approves budget; Budget Committee approves state revenue sharing)	March 8, 9, 10, 2022
Prepare budget summary	March 15, 2022
Publish budget summary and notice of Budget Hearing (5 – 30 days before hearing)	April 7, 2022
Public Hearing by City Council	April 26, 2022
City Council adopts budget, makes appropriations, imposes taxes, and categorizes taxes, election to receive state revenues	April 26, 2022
Certify taxes to County Assessor	By July 15, 2022
File budget document with County Clerk	By September 30, 2022

ANNUAL LEASES

		Current Lease	Balance
Hangar Lease	Dan & Carol Beaubien	\$ 215.83	\$ -
Hangar Lease	Rob & Lisa Saunders	\$ 487.66	\$ -
Hangar Lease	Robert Griffiths	\$ 539.14	\$ -
Hangar Lease	James & Josette Beaumont	\$ 223.27	\$ -
Hangar Lease	Jack Walker	\$ 554.04	\$ -
Hangar Lease	Farmers Aerial Applicators	\$ 1,288.50	\$ -
Hangar Lease	Frazier Aviation, LLC	\$ 1,774.81	\$ 1,078.80
Hangar Lease	Roger Twombly	\$ 682.12	\$ -
Hangar Lease	Bruce Fowler	\$ 192.10	\$ -
Hangar Lease	Shawn Coleman	\$ 200.35	\$ -
Hangar Lease	Randy & Lea Ann Daniels	\$ 200.29	\$ -
Hangar Lease	Phil Steklenski	\$ 196.77	\$ -
Hangar Lease	IT Quarter Circle Ranch	\$ 253.33	\$ -
Hangar Lease	SSI Aviation Group LLC	\$ 746.08	\$ -
Hangar Lease	Smith Family Trust	\$ 1,136.15	\$ -
Hangar Lease	Darrell Latham	\$ 250.24	\$ -
Hangar Lease	Gary Taylor	\$ 472.80	\$ -
Hangar Lease	Snake River Valley Exp	\$ 1,964.43	\$ -
Hangar Lease	Stephen Myers	\$ 192.68	\$ -
Hangar Lease	Kevin Berg	\$ 345.48	\$ -
Hangar Lease	Richard Strawn	\$ 390.57	\$ -
Hangar Lease	Robert Griffiths	\$ 357.45	\$ -
Hangar Lease	John Freeburg	\$ 483.99	\$ -
Hangar Lease	Bryan Bair	\$ 270.97	\$ -
Hangar Lease	Jerry Trolard	\$ 420.74	\$ -
Hangar Lease	Pete Morgan	\$ 213.82	\$ -
Hangar Lease	Dave Patchett	\$ 213.82	\$ 213.82
Hangar Lease	Cheryl & Dale Cruson	\$ 1,200.27	\$ -
Hangar Lease	Bill Hager	\$ 178.45	\$ -
Hangar Lease	Mike & Sherri Shenk	\$ 150.14	\$ -
Hangar Lease	Roger & Robin Myers	\$ 171.16	\$ -
Hangar Lease	Samuel Ralston	\$ 173.43	\$ -
Hangar Lease	Woodgrain Millworks	\$ 178.25	\$ -
Hangar Lease	Guss Young	\$ 178.24	\$ -
Hangar Lease	Clyde and Aimee Esplin	\$ 500.88	\$ -
Hangar Lease	Katarilina & Ville Teufel/Leiramo	\$ 387.09	\$ -
Hangar Lease	Travis Hart	\$ 369.50	\$ -
Hangar Lease	Shay Myers	\$ 368.93	\$ -
Hangar Lease	Jeffrey Pitts	\$ 737.86	\$ -
Hangar Lease	Alpha Omega Joint Venture, LLC	\$ 262.36	\$ -
Hangar Lease	Williams	\$ 1,267.09	\$ -
Hangar Lease	BLM	\$ 16,717.00	\$ -
Airport Agriculture Lease	Dennis Montgomery	\$ 2,000.00	\$ -
Agriculture Lease	Whipple Springs	\$ 126,700.00	\$ -
Storage Lease	Leavitt	\$ 373.67	\$ 6,550.92
Water Tower	Sprint Property Services	\$ 1,900.42	\$ 1,900.42
Clubhouse	Shadow Butte Enterprises LLC	\$ 2,129.07	\$ 2,129.07

(monthly lease)

(less than 30 days)

(less than 30 days)

Lease clean up fee	Beck's Spray Service	\$ 336.11 (Billed August 2021)
Hangar Lease	Jim Holton	\$ 167.94 (From 2013)
Agriculture Lease	Doug Stipe	\$ 37,500.00 Settlement, 1st payment due 12/1/2021



YTURRI ROSE LLP
ATTORNEYS AT LAW

November 1, 2021

Adam Brown
City Manager
CITY OF ONTARIO
444 SW 4th Street
Ontario, Oregon 97914

Re: City of Ontario Request for City Attorney Services Proposal

Mr. Brown:

This letter is provided in response to the City of Ontario's advertisement for a City Attorney Services Proposal. The history and qualifications of Yturri Rose, LLP in providing city legal services are detailed in this letter, as well as my qualifications as the proposed lead attorney.

I. Introduction

My goals in undertaking this position with the City are to: (1) provide the highest level of customer service to the City through legal advice that is timely, accurate and easy to access; (2) effectively and vigorously advocate for the City's interests; (3) advance the City's objective of achieving equity in all of its programs, services and activities; (4) keep cost of city attorney services low and minimize use of outside counsel; and (5) ensure the City's compliance with applicable laws and regulations.

Yturri Rose, LLP has approved me to act as the lead attorney, and I will be primarily responsible for attending City Council meetings and will perform or supervise the legal services provided to the City. As my Oregon Bar License is pending, I will work with the Firm to designate an interim lead attorney to assist me until my Oregon License is approved.

II. Qualifications

Yturri Rose, LLP was established in Ontario, Oregon approximately eighty-five years ago and has a long history of representing public entity clients. The Firm has represented the City of Cove, the City of Hines and Treasure Valley Community College. In addition, Yturri Rose, LLP previously represented the City of Ontario from 2003 to 2007.

Yturri Rose, LLP has handled issues involving land use, elections, public contracting, public meetings, public records, employment, public property tax, franchises, review of ordinances, and litigation. The Firm is proficient in evaluating and resolving matters such as: nuisance, abatement, city construction of public improvements, police shootings and complaints, telecommunications franchise issues and negotiations, police forfeitures, public contracting, election laws, city authority to tax, water rates, zoning enforcement, zoning ordinance review, financing of public improvements, exactions from developers, city charter amendments, employee terminations, charter review, defending unfair legal practice complaints, construction disputes, use of volunteers, acquisition and disposition of public property and condemnation. Attorneys in the firm have also worked on various land use issues including reviewing zoning ordinances for our city clients, conditional use permits, zoning changes and subdivisions.

I joined Yturri Rose, LLP in September 2021. I am currently licensed to practice in California and Arizona, and my Oregon licensure is pending. My legal experience encompasses employment law, complex business litigation, lender liability, wage and hour class action, landlord-tenant disputes, criminal defense, personal injury and consumer protection. I have spent the bulk of my career defending employers in all areas of labor and employment law in state and federal court, as well as before various administrative agencies, including the U.S. Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Department of Fair Employment and Housing (DFEH), and the Division of Labor Standards Enforcement (DLSE). My practice has a special emphasis on vigorously defending alleged claims of discrimination, harassment, retaliation, and wrongful termination. A significant portion of her practice is also dedicated to defending wage and hour single plaintiff, class action, and Private Attorneys General Act (PAGA) lawsuits.

In addition to litigation services, I provide proactive advice, counsel and training to management on emerging legal trends and employment issues to ensure compliance with the ever-changing laws and regulations. This includes drafting policies, handbooks, contracts, settlement agreements and arbitration provisions.

A copy of my resume is attached.

III. Structure of the Service Relationship

The best method the Firm has found for structuring the working relationship with public entity clients is to have the public entity designate one or two persons responsible for overseeing outside legal work. Under this arrangement, the various department heads and city staff agree that they will not assign work to the city attorney without approval, normally by the city manager or administrator. This method is effective to keep cost down for the public entity client, and clearly defines what work is being done by the city attorney. Once an assignment issued to the city attorney is approved, the Firm will work directly with the department head or other person responsible for the issue.

Yturri Rose, LLP will provide a monthly summary of the status of each matter assigned. The monthly summary will be provided to the city manager or mayor and reviewed by the city council. The Firm's monthly invoice will accompany the summaries.

I have spent over a decade working with various multinational insurance carriers on complex litigation matters; thus, I am adept at providing regular status reports to clients. In addition, I have extensive experience drafting advisory opinions and overviews of the law to help guide public entity clients.

My philosophy of the city attorney's role is simple: I am an attorney, not a policy maker. While myself and the Firm will provide objective and clear legal advice to elected and appointed decision-makers, we do not meddle with managing the city. Moreover, I will remain politically neutral, and provide the same objective legal advice to all department heads, council members, the city manager and mayor.

IV. Cost of Service

Yturri Rose, LLP recognizes that attorney fees are expensive. Thus, the Firm is sensitive to providing high quality work product in a cost-effective manner. Communication is very important so that public entity clients know the status of their legal issues and are able to work collaboratively on solutions. Yturri Rose, LLP asks that its clients pay each invoice within thirty (30) days of the date of the invoice.

The Firm's billing practices are efficient and designed to provide public entity clients with the best legal services at the lowest cost. Yturri Rose, LLP will typically assign a unique billing code for large-scale projects to ensure that the city can recover costs – when possible – or track legal costs for budgeting purposes.

Yturri Rose, LLP is able to offer the City of Ontario the blended rate of \$300/per attorney hour for general city attorney services.

Legal services other than ordinary transactional matter, which will be identified as "special" or "extra" services included, but are not limited to: (1) litigation matters and extraordinary projects identified in consultation with the city manager or administrator to be outside the scope of routine city attorney services, will be billed at the hourly rate of \$350 to \$400, depending on the attorney's experience; (2) prosecution services at a rate of \$250/per hour; and (3) legal services rendered in connection with large development projects where the city is reimbursed by the developer for its legal expenses, will be billed at a market rate comparable to private counsel retained by the developers.

Costs incurred will be pass on to the client without any mark-up. We will seek approval prior to incurring any non-routine costs, such as electronic legal research fees that fall outside of the Firm's subscription or extraordinary copying or deliver charges.

Yturri Rose, LLP is open to discussing other compensation methods to suit the City of Ontario's needs.

The foregoing rates are subject to annual adjustments upon sixty (60) days written notice to the public entity client.

V. Conclusion

The attorneys at Yturri Rose, LLP have a wealth of experience representing municipal clients. I believe my litigation and advisory experience, coupled with resources of the Firm can provide the City of Ontario top notch legal services in a cost-effective manner.

Thank you for your time and consideration. Should you have any questions, or need additional information, please do not hesitate to contact me at (541) 889-5368 or dcarter@yturrirose.com.

Sincerely,

YTURRI ROSE, LLP

/s/Dayna C. Carter
DAYNA C. CARTER, ESQ.

Dayna C. Carter, Esq.

1281 SW 3rd Avenue, Ontario, Oregon 97914 (310) 951-2953 dcarter@yturrirose.com CA SBN: 253629

LICENSURE

California State Bar, admitted December 2007

Arizona State Bar, admitted November 2013 (Multi-State License)

Oregon State Bar, reciprocity application pending October 2021

United States Court of Appeals – Ninth Circuit

United States District Courts – Central, Southern, and Eastern Districts of California

LEGAL EXPERIENCE

Yturri Rose, LLP, Ontario, Oregon

Associate, September 2021 to the present

- Representing employers and supervisors in employment related lawsuits;
- Researching premises liability defenses; and
- Assisting in general litigation matters

Petronelli Law Group, PC, Long Beach, California

Associate, November 2018 to September 2021

- Represented aggrieved employees in employment related lawsuit;
- Handled general litigation; and
- Researched and drafted internal memoranda regarding recent case law and changes to the law for senior attorneys.

DC Law, Torrance, California

Partner, June 2015 to October 2018

- Defended complex employment cases throughout California for major insurance carriers;
- Worked with clients and counsel directly to resolve disputes prior to litigation;
- Drafted status reports for the insurer and oversight counsel to keep each apprised of the status of their cases;
- Managed law firm and handled assignment and calendaring of cases; and
- Researched legal issues and theories to advise clients, insurers and oversight counsel.

Ridout, Lyon + Ottoson, LLP, Long Beach, California

Associate Attorney, June 2011 to May 2015

- Litigated complex employment disputes;
- Drafted discovery, motions for summary judgment and federal stipulations regarding discovery disputes;
- Represented plaintiffs and defendants in mediation, mandatory settlement conferences and labor board proceedings;
- Assisted in consumer protection class action matters;
- Litigated a copyright/trademark infringement case in federal court between two multinational jewelers;
- Assisted in the preparation of multiparty state and federal cases for trial; and
- Argued law and motion hearings, and attended case management and status conferences.

Griffith Johnson, LLP, Long Beach, California

Partner, April 2010 to July 2011

- Litigated business, real estate and contract disputes; and
- Co-wrote the Petitioner's Brief that prevailed in *Balderas v. Countrywide Bank, N.A., et al.* (2011) 10-55064.

Goodman, Sheridan & Roff, LLP, Lake Forest, California

Litigation Associate, December 2008 to April 2010

- Handled all criminal defense matters for the firm;
- Litigated complex business, contract, personal injury and real estate matters;
- Argued motions and participated second chair in two complex trials involving real property disputes; and
- Co-wrote the Respondent's Brief that prevailed in *Jordan, et al. v. Superstar Sandcars, et al.* (2010) 2010 Cal. App. LEXIS 348.

The Law Office of Allison Margolin, Beverly Hills, California

Associate, December 2007 to December 2008

- Handled felony and misdemeanor defense cases;
- Drafted motions to suppress and other pre-trial motions;
- Assisted with trial and witness preparation; and
- Worked with Deputy District Attorneys to reach plea agreements and resolve cases prior to trial.

Dayna C. Carter, Esq.

1281 SW 3rd Avenue, Ontario, Oregon 97914 (310) 951-2953 dcarter@yturrirose.com CA SBN: 253629

Orange County District Attorney's Office, Santa Ana, California

Certified Law Clerk, June 2005 to December 2006

- Shadowed Deputy District Attorney;
- Assisted in trial and witness preparation;
- Conducted three misdemeanor bench trials; and
- Conducted felony drug trials.

EDUCATION

Whittier Law School, Costa Mesa, California

Juris Doctor, *Cum Laude*, May 2007

Honors/Activities:

- Dean's Merit Scholarship; Dean's List/ Honor Roll;
- Awarded *Certificate in International and Comparative Law*;
- Awarded *Concentration in Criminal Law*;
- CALI Excellence for the Future Awards for receiving highest grade in Wills/Trusts and International Law;
- Whittier Journal of Family and Child Advocacy, Senior Member; and
- Whittier Moot Court Honors Board, Associate to the Juvenile Justice.

Arizona State University, Tempe, Arizona

Bachelor of Science: Justice Studies; Minor: Communications, 2002

Activities:

- Alpha Gamma Delta, Senior Philanthropic Chair;
- Alpha Kappa Alpha, Member;
- Pre-Law Society, Member; and
- Black Undergraduate Law Association, Senior Member.

PROFESSIONAL ACTIVITIES

- Experienced Attorney-Investigator;
- 3 years volunteering with the California Innocence Project – Assisted with appeals in the California Supreme Court and the Court of Appeals – 9th Circuit;
- Member of the American Bar Association;
- Member of the Arizona State Criminal Law Association; and
- Nominated for California Super Lawyers for 2011, 2013, 2018, 2019.

HOBBIES AND INTERESTS

Member of the Elks (Lodge # 1378), gardening, traveling abroad, spending time with family and friends

**CITY OF ONTARIO
GENERAL COUNSEL SERVICES PROPOSAL**

Submitted by:

BRYANT, LOVLIE & JARVIS, P.C.

591 SW Mill View Way

Bend, Oregon 97702

Telephone: (541) 382-4331

Facsimile: (541) 389-3386

E-mail: green@bljlawyers.com

Website: www.bljlawyers.com



Bryant, Lovlien & Jarvis, P.C.

I. General Law Firm Overview.

A. Name and Location. The name of the law firm submitting this proposal is Bryant, Lovlien & Jarvis, P.C. ("BLJ"), an Oregon professional corporation. BLJ's law offices are located at 591 SW Mill View Way, Bend, Oregon 97702.

B. Length of Employment. BLJ has served the Central and Eastern Oregon communities with dedication and commitment for over 100 years. The legacy of concerned, professional legal counsel that began in 1915 with founder Jay H. Upton continues today as we represent our private and public sector clients on a broad range of legal matters and participate in our community through public service and leadership.

C. Specialization. BLJ attorneys specialize in public law and governance (including public finance and franchising), business law, employment law, contract law (including public purchasing), construction law, school law, real estate law (including property acquisitions and real estate transactions), land use and development, water law, taxation, estate planning, and commercial litigation.

D. Attorneys.

1. Jeremy M. Green. Jeremy Green is a shareholder with BLJ. Jeremy joined BLJ in 2004. His primary areas of practice include public law, business law, real estate law, contract law, construction law, employment law, and real property taxation. Jeremy is the primary attorney (i.e., city attorney or county counsel) for all our municipal and county clients. Jeremy received his Bachelor of Science in Business Administration from Warner Pacific College and his Juris Doctorate from the University of Oregon School of Law. Jeremy graduated in the top 10% of his law school class.

Jeremy is a member of the Oregon State Bar (admitted in 2004), the American Bar Association, and the Society for Human Resource Management. He is a member of the Oregon State Bar's Real Estate & Land Use, Business Law, Government Law, and Labor & Employment Law sections. Jeremy serves on the Board of Directors for the Oregon Duck Club of Central Oregon, Bend-Redmond Habitat for Humanity, and Oregon City Attorneys Association. Jeremy is a past president of the Oregon City Attorneys Association. For four consecutive years, Jeremy was selected as an "Oregon Rising Star," a distinction that recognizes outstanding lawyers who have attained a high degree of peer recognition and professional achievement. While up to 5% of Oregon lawyers are selected as SuperLawyers, no more than 2.5% are selected as "Rising Stars."

2. Paul J. Taylor. Paul Taylor is a shareholder with BLJ. Paul joined BLJ in 2003. His primary areas of practice include real estate and business transactions, including leasing, sales and acquisitions, construction contracting, business formations, and real estate and business financing. He provides general public law advice to BLJ's public clients, with an emphasis on public contracting, real estate and construction contracting, and has worked with the City of Madras and City of La Pine, as well as the Bend Park & Recreation District, Bend-La Pine School District, and Redmond School District 2J. Paul received his Bachelor of Arts in Japanese from the University of Oregon and his Juris Doctorate from the University of Oregon School of Law.

Paul is a member of the Oregon State Bar (admitted in 1998) and the Washington State Bar Association (admitted in 1999). He is a past member of the Executive Committee of the Oregon State Bar's Business Law Section. Paul serves on the Board of Directors of Bend Park & Recreation Foundation.

3. Mark G. Reinecke. Mark Reinecke is a shareholder with BLJ. Mark joined BLJ in 1996. He is a civil litigation attorney representing clients (including public law clients) involved in business and real property disputes, collection matters, contested wills, trusts, guardianships and conservatorships, and a variety

of water issues including permitting, adjudications, legislation, and general counsel for irrigation districts. Mark has represented clients in more than half of Oregon's 36 counties as well as the Oregon Court of Appeals, the Federal District Court for Oregon, the Confederated Tribes of Warm Springs Tribal Court, and the Ninth Circuit Court of Appeals in San Francisco. Mark received his Bachelor of Science in Business Administration from John Carroll University and his Juris Doctorate from Washington and Lee University School of Law.

Mark is a member of the Oregon State Bar (admitted in 1991), the U.S. District Court, District of Oregon, and the Deschutes County Bar Association (founding member). He serves on the Steering Committee for the Deschutes Water Alliance and is an affiliate member of the Oregon Water Resources Congress. Mark is also a founding member of the J.R. Campbell American Inns of Court, a member and past president of the Bend-Mt. Bachelor Rotary Club, and past president of the Cascade Festival of Music.

4. Garrett Chrostek. Garrett focuses his practice in the areas of land use, real estate, construction, water, and local government law. He advises governmental entities, businesses, agriculturalists, developers, and contractors on real estate transactions, development, permitting, and regulatory compliance. Prior to joining BLJ in 2013, Garrett worked for the City of The Dalles. Garrett received his Bachelor of Science from Linfield College, Master of Public Policy from Oregon State University, and Juris Doctorate from Vermont Law School. Garrett is a member of the Oregon State Bar, Oregon City Attorneys Association, Oregon Farm Bureau, and Oregon Emerging Local Government Leaders.

5. Dustin Hawkins. Dustin Hawkins is an associate attorney with BLJ. Dustin joined BLJ in 2021. His primary areas of practice include municipal law, business law, and real estate law. Dustin received his Bachelor of Arts from the University of Oregon and Juris Doctorate from Lewis & Clark Law School, both with honors.

Dustin attended law school in the evenings while working full time at a successful civil litigation law firm in Portland, Oregon. After law school, he continued working for the firm as a civil litigator for five years before joining BLJ this year. Dustin is admitted to practice in Oregon state and federal courts and has worked on highly publicized cases across the country. He is a current member of the Oregon City Attorneys Association. He is also a member of the Oregon State Bar's Real Estate & Land Use, Business Law, and Government Law sections.

6. Courtney Osborn. Courtney Osborn is an associate attorney with BLJ. Courtney joined BLJ in 2021. Her primary areas of practice include municipal law, business law, and real estate law. Courtney received her Bachelor of Science from the University of Oregon with majors in Psychology and Political Science and minors in Legal Studies and Business Administration. She received a Master of Arts in Criminal Justice from Seattle University and a Juris Doctorate from Seattle University School of Law.

Courtney was admitted to the Oregon State Bar in 2021. While attending law school, Courtney worked in the criminal division for King County Prosecuting Attorney's Office and the Seattle City Attorney's Office

7. Other Attorneys. Information concerning other BLJ attorneys is available on BLJ's website.

II. Scope of Services - Law Firm Experience and Abilities.

A. Role of the City Attorney. The primary purpose of the city attorney is to ensure that all city matters are conducted and handled in a legal and ethical manner. The city attorney's job is to serve the council and staff as a professional legal advisor, not as a politician or policy maker. As city attorney, BLJ will render prompt and timely advice to the council to ensure that the council's actions fall within the framework of the law. BLJ will advise the council on procedural and substantive legal issues, the legal implications of any proposed

course of action, and on other matters affecting the conduct of the council's business, such as public meeting and conflict of interest laws. In addition, BLJ will work with the council and staff in developing legal strategies for implementing the council's goals, identifying legal issues surrounding the council's goals, and responding to community concerns. We will assist the city with risk management and will provide effective defense of contract and tort liability claims. We will also support city staff with code enforcement actions. At least one BLJ attorney will be available to assist the city in virtually every situation.

B. Public Sector Clients. We are currently serving as the city attorney for the City of Madras (20 years), City of La Pine (13 years), City of John Day (12 years), City of Burns (12 years), City of Prairie City (11 years), City of Monument (7 years), City of Sisters (5 years), and City of Lakeview (1 year). We also provide legal services on an as-needed basis for the City of La Grande (10 years), City of Dayville (7 years), City of Redmond (7 years), and Gilliam County (2 years). In addition, we represent various special districts and public organizations, including, without limitation, Barlow Water Improvement District (1.5 years), Christmas Valley Water District (1.5 years), Crescent Water Supply and Improvement District (2 years), Bend-La Pine School District (30 years), Bend Park & Recreation District (18 years), Madras Aquatic Center Recreation District (6 years), Redmond School District 2J (24 years), Tumalo Irrigation District (20 years), Arnold Irrigation District (80+ years), La Pine Rural Fire Protection District (18 years), and Monument Soil & Water Conservation District (7 years).

C. Private Sector Clients. BLJ represents a broad range of private sector clients, including investors, lenders, financial institutions, developers, landlords, homeowner associations, privately-held companies, insurance carriers, health care providers, brokers, auto dealerships, contractors, subcontractors, title companies, and others.

D. Experience with Public Law Issues. In our capacity as counsel for our municipal, county, and other public sector clients, we provide specialized legal services concerning, among other things, police matters, franchise agreements, professional service agreements, public utilities, transportation improvements, regulation of public rights-of-way, employment law, deferred compensation, taxation, urban renewal projects, land acquisition and development, land use regulation, public bidding and contracts, waste disposal, litigation defense, and legislative issues. We also handle litigation matters, including condemnation cases and matters concerning construction contracts, land use, and appellate proceedings. In addition, we draft and render advice concerning statutes, ordinances, and regulations. Below is a brief description of our areas of specialization.

1. Land Use and Development. We assist our municipal and county clients with drafting and implementing land use plans and ordinances. We also advise our municipal and county clients with code violations, land use hearings, appeals at the local level, the Land Use Board of Appeals, and through the appellate system.

2. Property Acquisition and Real Estate Transactions. We advise our public clients as it relates to the acquisition and/or sale of real and personal property.

3. Contracts and Public Purchasing. We have extensive knowledge of Oregon's public contracting statutes and administrative rules, and provide advice concerning the same. As part of that advice, we drafted and implemented public contracting policies for 10 public entities and updated them based on substantial changes to the public contracting rules in Oregon. We have extensive experience regarding RFP procedures, bid procedures, and personal services contracts. In addition to the competitive bidding requirements, we have experience in drafting a variety of contracts not required to be publicly bid. We have drafted contracts for property acquisition, sales, leasing, professional services, and a variety of intergovernmental agreements with other public agencies.

4. Employment Law. We frequently advise our public clients on personnel and employment law matters, including drafting employment policies, employment contracts, and advising on employee discipline and terminations. We also assist our public clients with collective bargaining matters.

5. Litigation and Administrative Law. Our litigation attorneys represent our public clients through all phases of litigation and other dispute resolution processes, including administrative hearings.

6. Public Finance and Infrastructure Financing. We assist our public clients as it relates to budget processes, bond issuance, taxation, obtaining funds through state and federal programs, and bank financing.

7. Franchising. We frequently negotiate and draft franchise agreements on behalf of our municipal and county clients. This includes franchise agreements relating to, among other things, telecommunications services, utilities, broadband and cable services, and solid waste.

8. Governance. We frequently draft ordinances and resolutions, advise public officials concerning public meetings and executive sessions, assist public officials in responding to public records requests, and negotiate and draft agreements of all types on behalf of our public clients.

E. Accessibility, Responsiveness, and Timeliness. We are committed to providing immediate availability and accessibility. Jeremy Green will be primarily responsible for responding to all general city issues. If Mr. Green is unavailable, Dustin Hawkins will provide necessary assistance and advice. Depending on the particular issue, Mr. Green or Mr. Hawkins may ask that certain issues be handled by an attorney with expertise in the applicable area of law.

We will strive to provide immediate access to our attorneys and staff to meet the city's needs. If the matter is urgent, we will strive to provide an attorney to answer a telephone question immediately. If urgent advice is needed during non-business hours, a contact number will be provided. If the matter is not urgent, Mr. Green or Mr. Hawkins will strive to return phone calls, email, and voicemail not later than the end of the day. Any response to requests for advice which requires research and/or drafting will be given as high a priority as necessary. BLJ attorneys and administrative assistants will strive to meet every City deadline.

All the attorneys named in this proposal have experience attending meetings for our public clients and can be called upon to discuss matters within their respective areas of specialization before the council and staff. If given sufficient advance notice, Mr. Green or Mr. Hawkins will attend scheduled council meetings or will participate via conference call. We will make every effort to attend unscheduled, urgent meetings.

III. Compensation.

Our legal services will be provided at an hourly rate of \$250.00 per hour. The proposed hourly rate is consistent with the hourly rate we charge many of our public clients and represents a fraction of the fees charged to most BLJ clients (standard fees range from approximately \$250.00 to \$450.00 per hour). We will charge the above-mentioned hourly rate to attend council meetings.

IV. Client References/Background.

Gus Burril, City Administrator
City of Madras
125 SW "E" Street
Madras, Oregon 97741
(541) 475-2344

Daniel Brown, City Manager
City of Burns
242 S. Broadway
Burns, Oregon 97720
(541) 573-5255

Nick Green, City Manager
City of John Day
450 E. Main Street
John Day, Oregon 97845
(541) 575-0028

Additional references available upon request.

V. Insurance.

BLJ is insured by the Oregon State Bar Professional Liability Fund for up to \$4,700,000 per claim, \$4,700,000 in aggregate.

VI. Community Involvement.

BLJ has a reputation of extended community involvement in Central Oregon. BLJ supports the Bend Chamber of Commerce, Central Oregon Community College Foundation, and the High Desert Museum. The firm has several shareholders who are members and/or board members of local Rotary Clubs and various charitable organizations, including our local United Way, the Bend Parks and Recreation District Foundation, NeighborImpact, the Kemple Memorial Children's Dental Clinic, Bend Area Habitat for Humanity, and the Leadership Bend program.

Thank you for considering this proposal. Please feel free to contact me if you have any questions or concerns regarding this proposal.

Respectfully submitted this 8th day of November, 2021.

BRYANT, LOVLIN & JARVIS, P.C.

By: 

Jeremy M. Green, Vice President and Shareholder



October 2021 ACTIVITY REPORT



October 2021



Emergency Medical:

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

CITY	186
RURAL	19

2 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	21	2	1
RURAL	1	1	0

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

TOTAL CALLS FOR MONTH

CITY	207
RURAL	20

Firefighter Training:

9/28 – Firefighter rescues The Denver Drill.

10/5 – Smoke detector operations, maintenance, and policies. Benefits and policies for having a Chaplin for public safety.



October 2021



Firefighter Training Continued:

10/12 – Fire Stream operations.

10/19 – Vehicle safe driving and skid avoidance classroom portion.

*10/8,16,22 – Pump /
engineer operations.*

Permits Issued:

City Open Burns 8

City Burn Barrels 0

Rural Open Burns 98

Rural Burn Barrels 20



Inspections:

9/30/21 – St. Peter school with the State Fire Marshal.

10/1/21 – The Ranch restaurant cooking hood system.

10/4/21 – Sunset Villas Fire and life safety.

10/7/21 – Sunset Villas Final.

– Elements Bar and Dance club, fire sprinkler pressure test.

– Commercial Tire underground pressure test.

– 700 N. Oregon Hydrant flow test.

10/8/21 – Rodeway Inn & Suites fire alarm.

10/20/21 – Inspection of training room and shooting range @ SRCI.

– Giggles and Wiggles Annual State inspection.

10/21/21 – Sunset Apartment complex.

10/25/21 – POCC housing project Water supply.



October 2021



Community Involvement:

9/30/21 – *Four Rivers school senior project ride along.*

10/8/21 – *Oregon Dept of Safety Services and Training did our Bi-Annual accreditation.*

10/8/21 – *Homecoming Football game flag posting.*

10/9/21 – *Muscular Dystrophy Firefighters Fill the Boot \$16,000 plus raised.*





October 2021

Summary of Calls of Interest:

City Incidents:

9/26 - 478 SE 2nd Ave. Rescue 1 responded to a carbon monoxide detector going off. The detector had been disabled prior to the crew's arrival. The detector was on the second floor and the only gas appliance was the furnace on the ground level. Gas levels were checked with a C/O monitor and there was no sign of any C/O. We determined that the detector or the batteries may have been bad. No one was sure how old the detector or the batteries were. The landlord was on site and agreed to install a new detector by the end of the day.

9/29 - 175 NE 6th Ave. Ontario Fire was dispatched to Heinz Frozen Foods for a power pole that appears to have something burning at the top of the pole. Rescue 1 staff made contact with the security personnel that witnessed the fire. It appeared the fire was out upon arrival. The power pole was located on the SE side of the plant. It appeared the power lines coming off the power pole involved showed some charring and damage at a cable splice located on the cable. Also, the power pole involved was a private pole, Idaho Power did not need to be contacted. The electrical engineer on site stated it appeared the splice on the cable was located on the downside of the cable and moisture must have accessed the bare wire. He stated he would have electrical personnel repair the damage line. As a precaution he shut off the manual breaker disconnect switch located at the power pole site.

10/1 - 1775 E. Idaho Wal-Mart Rescue 1 crew responded for a commercial alarm. When they arrived, the alarm had been silenced by the store manager. She stated that the only strobe activated was by the annunciator panel in the service area. The crew checked all the gauges in the riser room, and they all appeared normal. The system was reset, and the manager was told to have the sprinkler company come back out and check out the system since they had just been there a few days prior.

10/6 - 232 NW 3rd St. R-1 crew was called for smoke in the basement. The crew located a water leak over the water heater that caused the heating element to arc and cause the unit to smoke. The water line was shut off and the circuit breaker for the water heater was shut off. The occupant was advised to call the owner and have a plumber come and fix the leak and check on the water heater.

10/10 - 87 SW 5th St. Rescue 1 was called to the scene for 2 vehicles involved in fire. Both vehicles were burned in the passenger compartment with no extension to the engine compartment. Cause of ignition was undetermined.



October 2021



City Incidents Continued:

10/10 - 180 East Ln. The crew was dispatched for a grass fire and found a fire that took a small amount of water to put out.

10/11 - 511 E. Idaho R-1 was called to a dumpster fire behind the les Schwab building. Arrived on scene to a fully involved commercial dumpster fire. R-1 Pulled a booster line and extinguished the fire with 5min. Continued to mop up. It appeared a lot of oily products were dumped into the garbage. Unknow cause. The lid of the dumpster had melted.

10/13 - I-84 MP 377 R-1 dispatched to the welcome center on I-84. Upon arrival R-1 found a subject burning grass and tree branches. R-1 advised the subject to let fire burn out and no more burning without permit.

10/16 - SW 4th Ave. and SW 33rd St.

10/18 - 650 College Blvd. R-1 was called to scene of fire alarm going off at college performing arts center, possibly arson. We were able to make entry and found an extinguisher had been discharged. We were then notified that the building had not been secured. We exited building and waited for officers to arrive. EMT Justus packed up and went in with OPD officer Elizondo to clear building. No one found in building. We then silenced the alarm and cleared building for fire. None found. An employee stated she saw a male in the theater that was throwing chairs and yelling. A fire extinguisher had been discharged in hallway and the powder dust activated the system. The fire system was reset, and R-1 used natural wind to assist in ventilation of building.

10/18 - 1025 SW 8th Ave. Rescue 1 responded to check out a patient for first aid purposes. The address given was the home of Chief Leighton so he responded to the scene. The OPD found a wanted suspect from an earlier call barricaded in an exterior storage room of the house. The suspect was checked for injuries. Chief noticed that some fabric ornamental material on a patio railing had been burned. The OPD officer then located a small torch on the floor of the room the suspect was in. The ornamental fabric and the railing and the concrete patio were all damaged.

10/19 - 271 SE 6th Ave. Rescue 1 was dispatched for a report of a house on fire. On scene rescue arrived to find the homeowner applying water under the siding of his house. about 1/3 of his front yard was black up to the house. With the TIC we could see two spots that were warm. The homeowner applied water under the siding in these areas until they read cold. The owner stated that his yard was full of old dead goat heads, and he wanted to burn them off. It was short and burning slow and he went inside for a few minutes and saw his neighbor jump the fence, so he ran out and put the fire out with a garden hose.



October 2021



City Incidents Continued:

10/20 - 1014 SW 4th St. The crew responded to a fire burning in a basement area. This was a previous fire that was being demolished by the owner and they were burning the debris in a controlled space. This was in a high traffic area, so it got called in numerous times.

10/22 - 1021 SE 9th Ave. #52 R1 paged for a trailer on fire with active flames inside and everyone is out at that time. 103 responds with a crew of 4. 105 responds with 100. 100 on scene establishes command reports smoke coming from the eaves and attic vents. 103 Crew makes initial entry and suppression efforts. TIC was used to search out hot spots. Holes were created in the ceiling to check for fire extension. Fire was mostly out upon arrival due to neighbors using garden hoses through the front door. 103 crew checked for extension and worked to extinguish flames and preserve potential evidence. Very little extinguishment was required. A definite V pattern was in the area of the kitchen counter. The occupants discussed with 100 and LEO what they were doing at the counter with marijuana and butane. There were several discarded butane cans on the ground outside the residence and on the floor inside the residence. It was unclear exactly what happened but one of the occupants stated he saw the butane ignite by the stove possibly by the stove itself. With the fire extinguished personnel picked up equipment and stood by while investigation was being done by 100 and LEO. With all evidence and info collected all crews were able to clear the scene. 100 terminated command.





October 2021



City Incidents Continued:

10/24 - 995 Manor Way. #20 Ontario Rescue 1 was dispatched for a fire alarm. Rescue One arrived on scene of a large multi occupant apartment complex. No sign of fire was visible. The hallway leading to the unit appeared to have a smell of smoke, the smell was that of burnt food. Contact was made with the occupant, she stated she left some food on the stove, she stated the fire was out and she had the situation under control.

Rural Incidents:

10/11 - 1089 SW 30th St. R1 was called for a fire burning on the side of the house. Upon arrival R1 established command and was met by occupants, they showed R1 the north side of the structure was on fire in the roof soffit area. There was a burn pit in close proximity approx. 15-20 foot from residence. The occupant/ caller stated they were burning in the pit earlier that day and thought they had put the fire out before going to bed. R1 started to removed siding from the north side of the residence to reach the fire within the walls. 155 on scene made entry and fire suppression in front room. Another crew access the roof and started ventilation on the roof on the west side. Interior crews were able to put some tarps on the belongings and furniture in the front room. Foam was used on the charred framing. Entire fire scene was checked with TICs and the decision was made that the fire was under control and out at that time. The occupant asked if he could retrieve some personal items and he was allowed to go into the structure to retrieve those items with FD escort. The Red Cross was also called for the residents. Red Cross was able to put residents up in a motel tonight.



Jacobs October 2021 Report



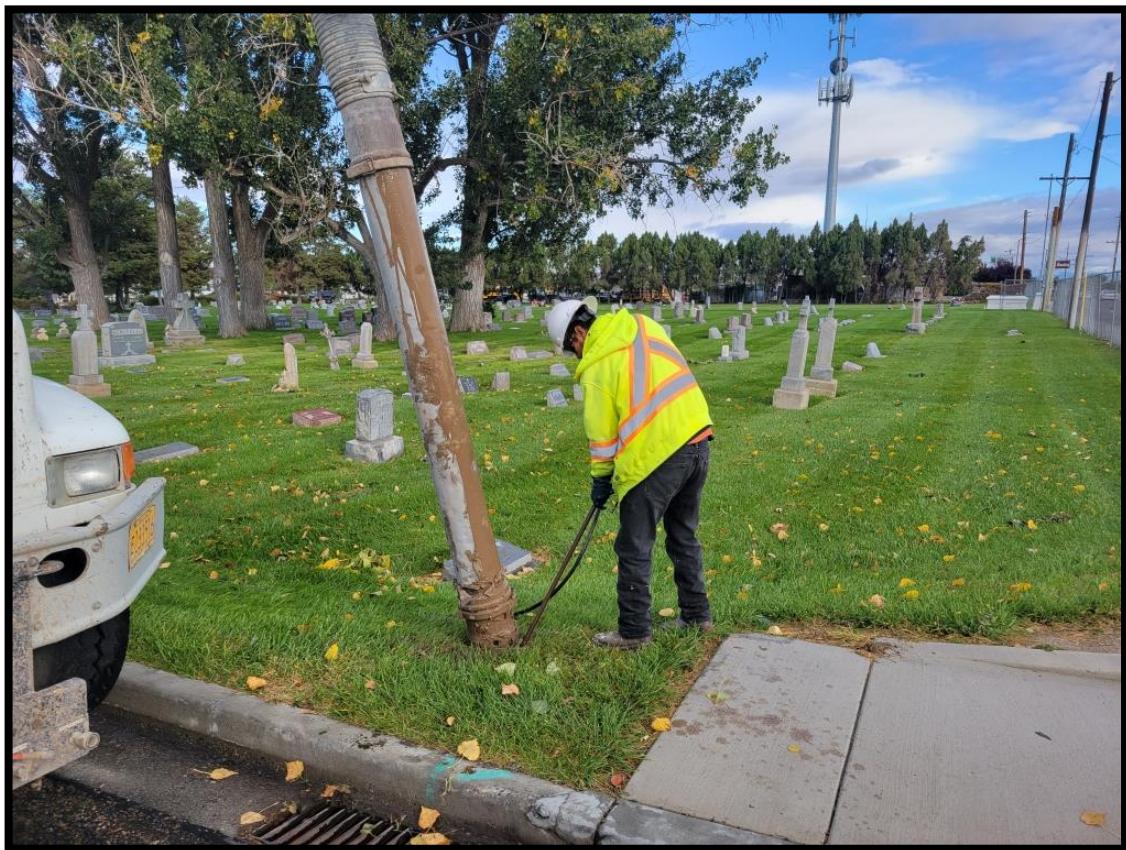
Jacobs

Monthly Business Review

Public Works Department

Contents:

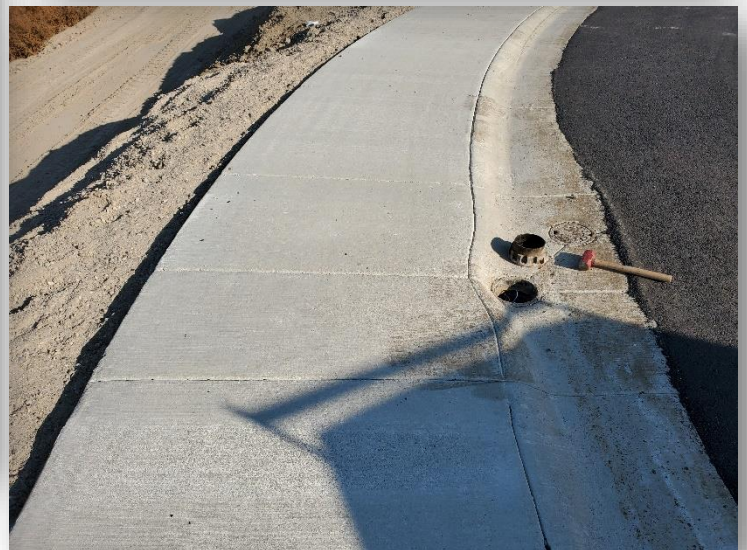
- ENGINEERING DEVELOPMENT REVIEW SUMMARY
- WATER TREATMENT PLANT AND DISTRIBUTION SYSTEM SUMMARY
- WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY
- OPERATIONS MAINTENANCE SUMMARY
- APPENDIX



DEVELOPMENT REVIEW

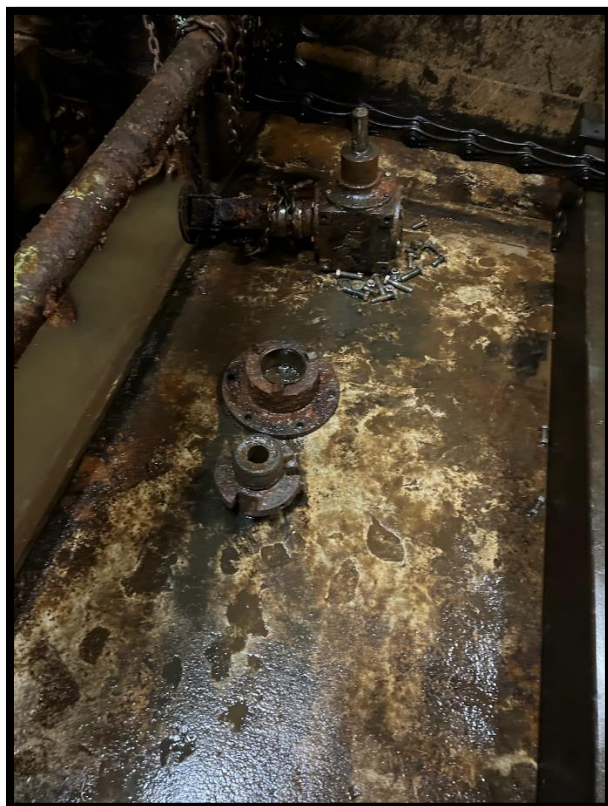
ACTIVITIES OCTOBER 2021

- Issued 6 ROW Permits
- Attended 2 PDAC meetings to discuss potential new businesses.
- Attended the Public Works-Jacobs monthly safety meeting.
- Assisting in the Safe Routes to School design.
- Assisting in the T200 and Navarrete Water and Sewer extension designs.
- Conducted multiple plan reviews for new construction & Construction inspections.
- Continuous updates of City GIS mapping



WATER: TREATMENT PLANT AND DISTRIBUTION SUMMARY

ACTIVITIES OCTOBER 2021



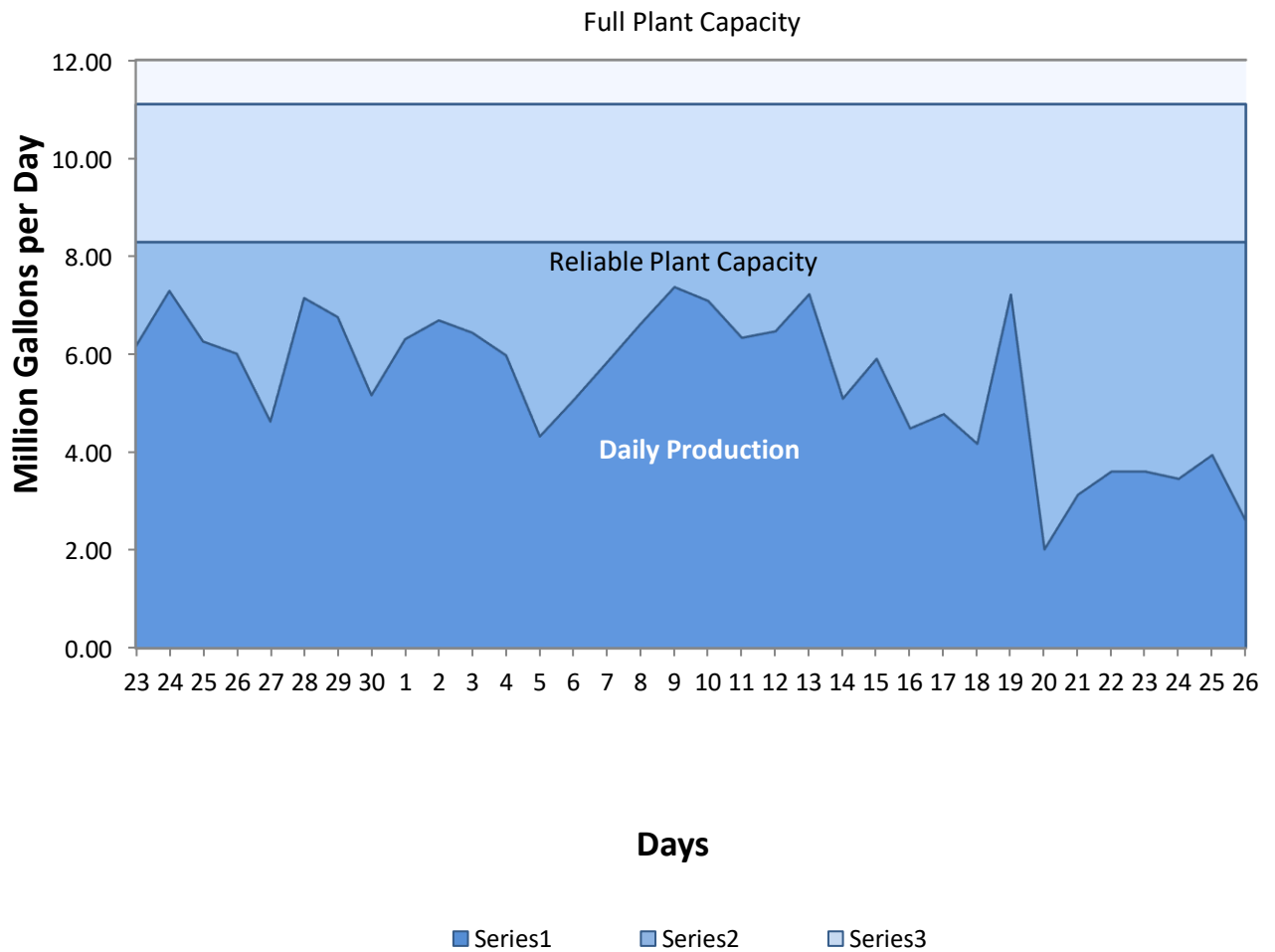
WATER: TREATMENT PLANT AND DISTRIBUTION SUMMARY

ACTIVITIES OCTOBER 2021

- Conducting weekly diagnostic checks (jar testing) to ensure proper chemical dosing for proper river water quality compliance
- Monthly Bacterial samples taken
- Annual Volatile Organic Compound and Nitrate samples completed
- Weed control at the Plant, Booster stations, Well field and Reservoirs
- Installed Eastside booster station motor and pump #2
- Crews adjusting chemical delivery systems
- Lab office renovations completed (new counter tops and cabinets)
- 14 water services turned on customer request
- 10 water services shut off customer request
- 50 water services shut off due to non-payment
- 47 water services turned on for payment received
- 45 water services on/off read only customer request
- 10 water meters shut off and winterization customer requests
- 13 non-functioning water meters changed out
- 4 water services checked for leaks
- 5 customer requested water services shut off for leaks
- 4 water services turned on and verified for leaks repaired by customer
- 14 water services checked for consumption issues, (high or zero readings)
- 5 water services checked and verified off from current non-payment list

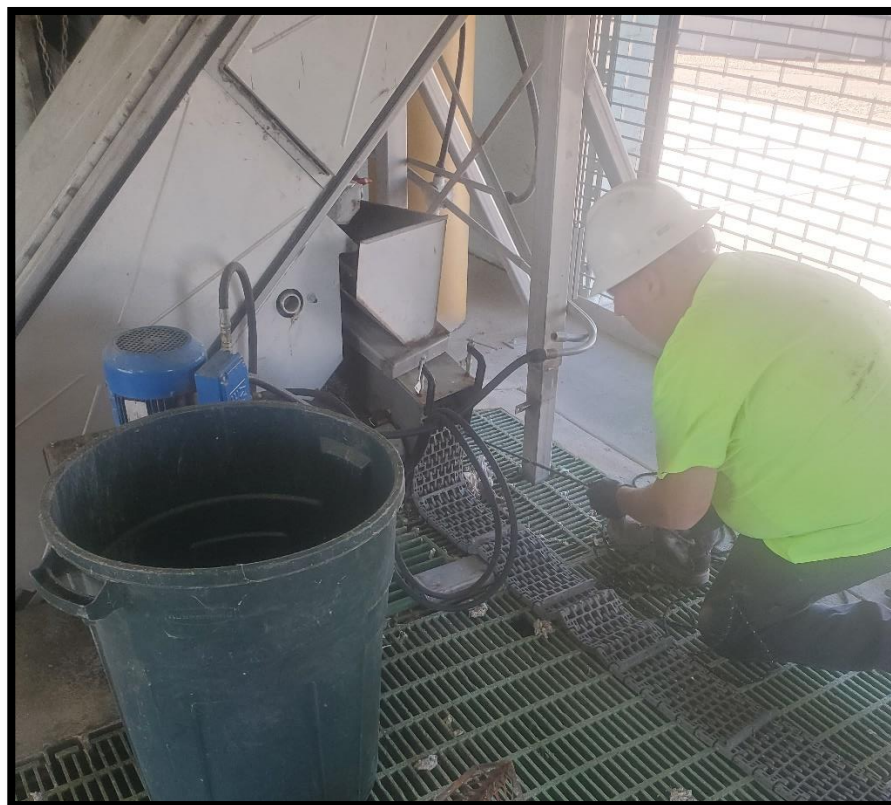
WATER TREATMENT PLANT PRODUCTION VS. CAPACITY

Demand vs. Availability Sept 23 - Oct 26, 2021



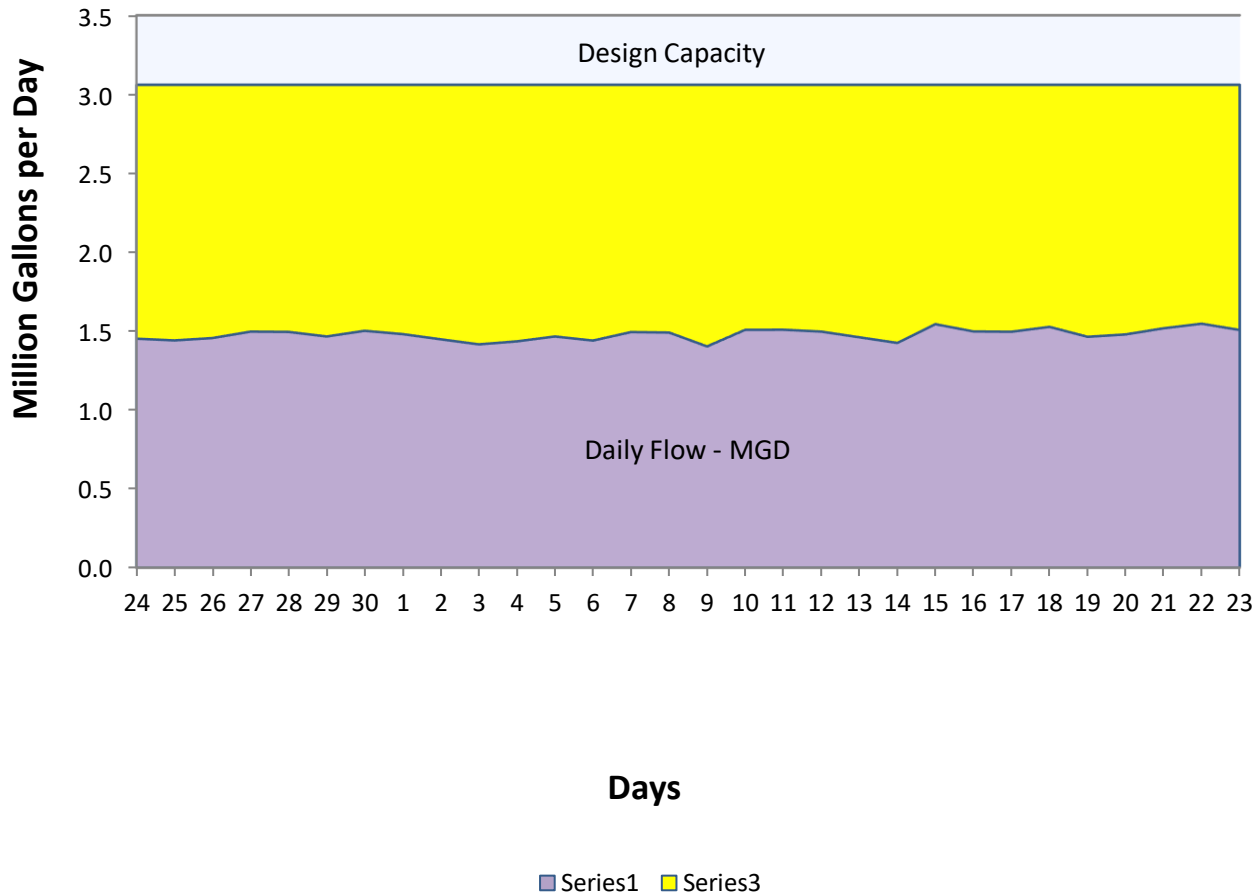
WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY

ACTIVITIES OCTOBER 2021



WASTEWATER: TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY

Wastewater Treatment Flows Sept 24 - Oct 23, 2021



WASTEWATER TREATMENT PLANT

ACTIVITIES OCTOBER 2021

- All samplings taken per 2019 NPDES permit
- Buffer zones mowed for the last time in 2021
- Skyline farms ceased irrigation Oct 17th Hunting permitted at skyline farms Nov 17th
- All equipment and chemicals prepared to flow to Snake River Nov 1st
- ASU October COVID-19 samples completed and mailed out.

OPERATIONS MAINTENANCE: BUILDINGS, PARKS, CEMETERIES AND STREETS SUMMARY

ACTIVITIES OCTOBER 2021

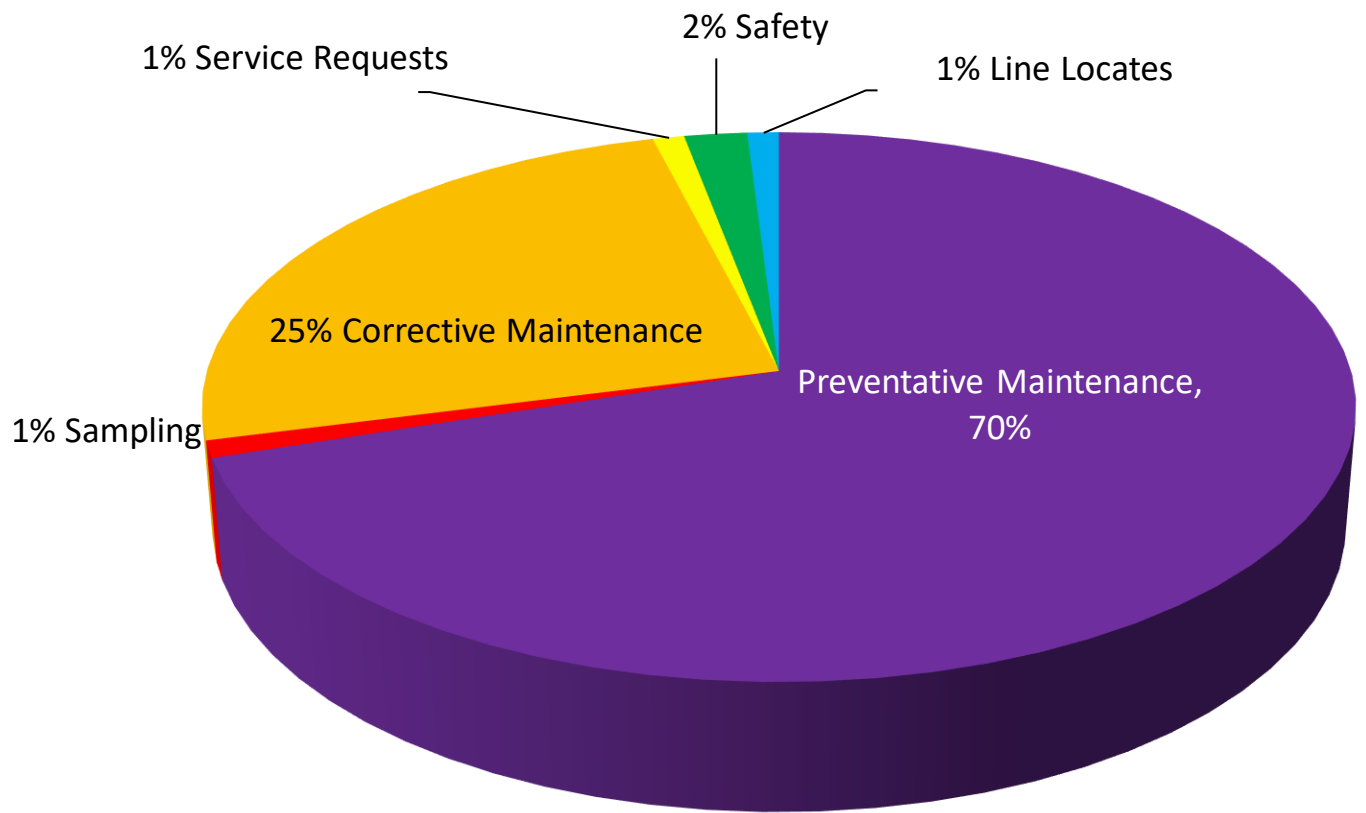
- Swept Downtown and underpass twice
- Completed crosswalk painting
- Completed Thermo plastic cross walks
- ODOT striped the primary and secondary routes in town
- Water maintenance throughout town – repairing leaks, broken boxes
- 2 hot taps were completed for developments
- Completed cleaning catch basins, this will continue into November
- Completed cleaning sanitary sewers, continuing for the next few months
- Completed the “No Semi Parking” signs in the NE part of town
- Installed a dead-end sign and new street name signs on SW 7th Ave/Sunset Dr.
- Completed flushing dead end water mains – will continue as time permits
- Winterized equipment that uses water and stored outdoors
- Weed removal on City owned ROW
- Trash & debris removal at homeless camp at the end of NE 2nd Ave/ UPRR right of way
- Covered graffiti in the underpass
- Trash and weed abatement on the E. Idaho Ave.
- City wide sign maintenance, replacing faded and a sign with graffiti
- 77 utility locates completed
- Winterizing irrigation systems for the year.
- 11 burials at Evergreen Cemetery and 1 at Sunset Cemetery
- Mulching leaves in the parks and cemeteries
- As-Requested assistance at the airport (until new Airport Manager appointed.)

OPERATIONS MAINTENANCE: BUILDINGS, PARKS, CEMETERIES AND STREETS SUMMARY

ACTIVITIES OCTOBER 2021



OPERATIONS MAINTENANCE: BUILDINGS, PARKS, CEMETERIES AND STREETS SUMMARY



APPENDIX

PUBLIC WORKS DEPARTMENT

The City of Ontario Public Works Department consists of five Divisions that include Administration, Engineering, Water Treatment and Distribution, Wastewater Treatment and Operations (Streets, Stormwater, Buildings, Parks and Cemeteries). The Department has 30 FTEs (full-time equivalent) employees. This service is provided via a Public-Private Partnership with Jacobs Engineering Group, INC.

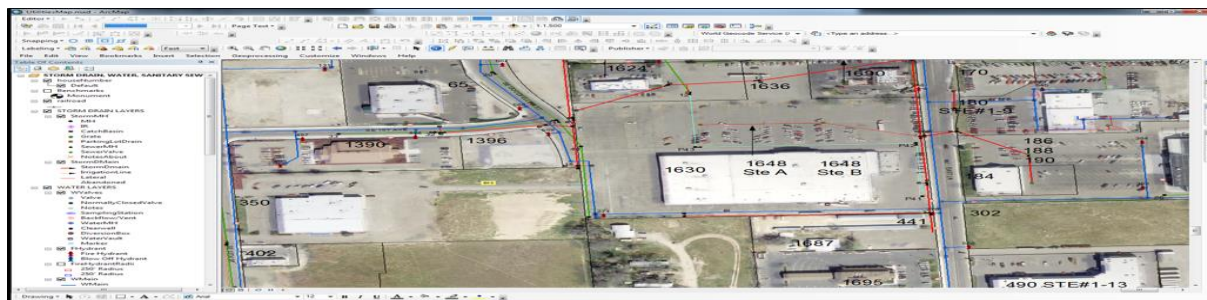
Public Works maintains a water system that complies with the EPA and Division of Health requirements. Staff also maintains the Wastewater Collection system and Wastewater Treatment facilities to meet DEQ standards. These same employees provide sewer and water line construction and maintenance to the City's transportation system (i.e.: streets, sidewalks, bicycle paths, storm-sewer systems and other infrastructure within the City).

ADMINISTRATION

The Administration Division is responsible for the delivery of all of the contractual obligations and oversees the financial, human resource and all resource management processes. The Administrative Staff evaluate the needs for contracted services, implementing necessary service agreements, developing energy management strategies, and formulating short- and long-term programs and plans in conjunction with City Administration (City Management and City Council).

ENGINEERING

The Engineering Division Department works with other utilities, developers and property owners in addressing utility issues, public improvements, subdivision development, local improvement districts and other municipal projects. The Department also maintains a set of Standard Specifications for providing uniform procedures for the installation. 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 and provide project management for Public Works Capital Improvement Program (CIP) project 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.

OPERATIONS MAINTENANCE

Public Works maintains more than 122 lane miles of improved streets and more than 9 miles of alleys and is responsible for resurfacing, repairing and maintaining the streets, installing and maintaining street signs and markings, tree trimming, and repairing all established pavement markings. This Division also completes excavation and repair of deteriorating streets, gravel road grading, street sweeping, crack sealing, chip sealing, snow removal and sanding during the winter months, and weed control along the alleys. Public Works assist Ontario Chamber of Commerce by placing Holiday decorations on streetlights during the season.

*ONTARIO PUBLIC WORKS MAINTAINS MORE THAN
122 LANE MILES OF IMPROVED STREETS 9 MILES OF
ALLEYS CHIP SEALS LAST A MINIMUM OF 8 YEARS, AND
PUBLIC WORKS CHIP SEALS 7 MILES PER YEAR 56 MILES
OF STORM DRAIN COLLECTION LINES, AND 1,450 CATCH
BASINS*

As part of the annual Street Maintenance Program, crews chip seal street surfaces in the summer months to protect them from water and weather damage and to keep them in good condition. Chip seal roadway treatments help to maintain the existing pavement, delaying further aging resulting from water and

sun, and provides a moisture barrier to existing pavements by sealing surficial cracks. A chip seal application provides substantial savings to taxpayers and can last 8 to 10 years with just minimal roadway maintenance required. The city chip seals approximately 10 miles of streets per year.

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. There are two municipally owned and operated Cemeteries – Evergreen and Sunset Cemeteries. The Operations Division is responsible for the operation and maintenance of those areas. Included in their responsibilities are all municipal buildings. This includes general maintenance and repair work, the implementation of preventative maintenance programs, and the administering of service contracts (janitorial, HVAC, electrical, elevator, etc.). This division is also charged with the oversight of facility-related projects, including remodels and systems upgrades.

WATER TREATMENT PLANT

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

There are two sources of water for Ontario's estimated 11,090 residents: 80 percent 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 up flow clarifier. The steps for treatment are flocculation, sedimentation, filtration and disinfection, which meet the compliance of the Oregon Health Authority (OHA).

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

The Water Treatment Plant has a reliable capacity (capacity with the largest pump out of service) of 8.3 Million Gallons Per Day (MGD) and a maximum capacity of 11 MGD. The water treatment plant average production is 6 MGD and the City's largest industrial user, Heinz Frozen Foods, uses an average of 2.2 MGD of that water.

The City retains surface and groundwater rights permits for a combined total of 38.23 cubic feet per second (cfs), 24.71 MGD for municipal use. One hundred percent (100%) 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.

Water Distribution System 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.

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.

MAINTAINS 80 MILES OF WATER MAINS.

WASTEWATER TREATMENT PLANT

The wastewater treatment plant collects wastewater from the entire city and SRCI. 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.

PUBLIC WORKS MAINTAINS 78 MILES OF SANITARY
SEWER LINES THROUGHOUT CITY LIMITS

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. 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 bar screen and one lift station from SRCI. 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.



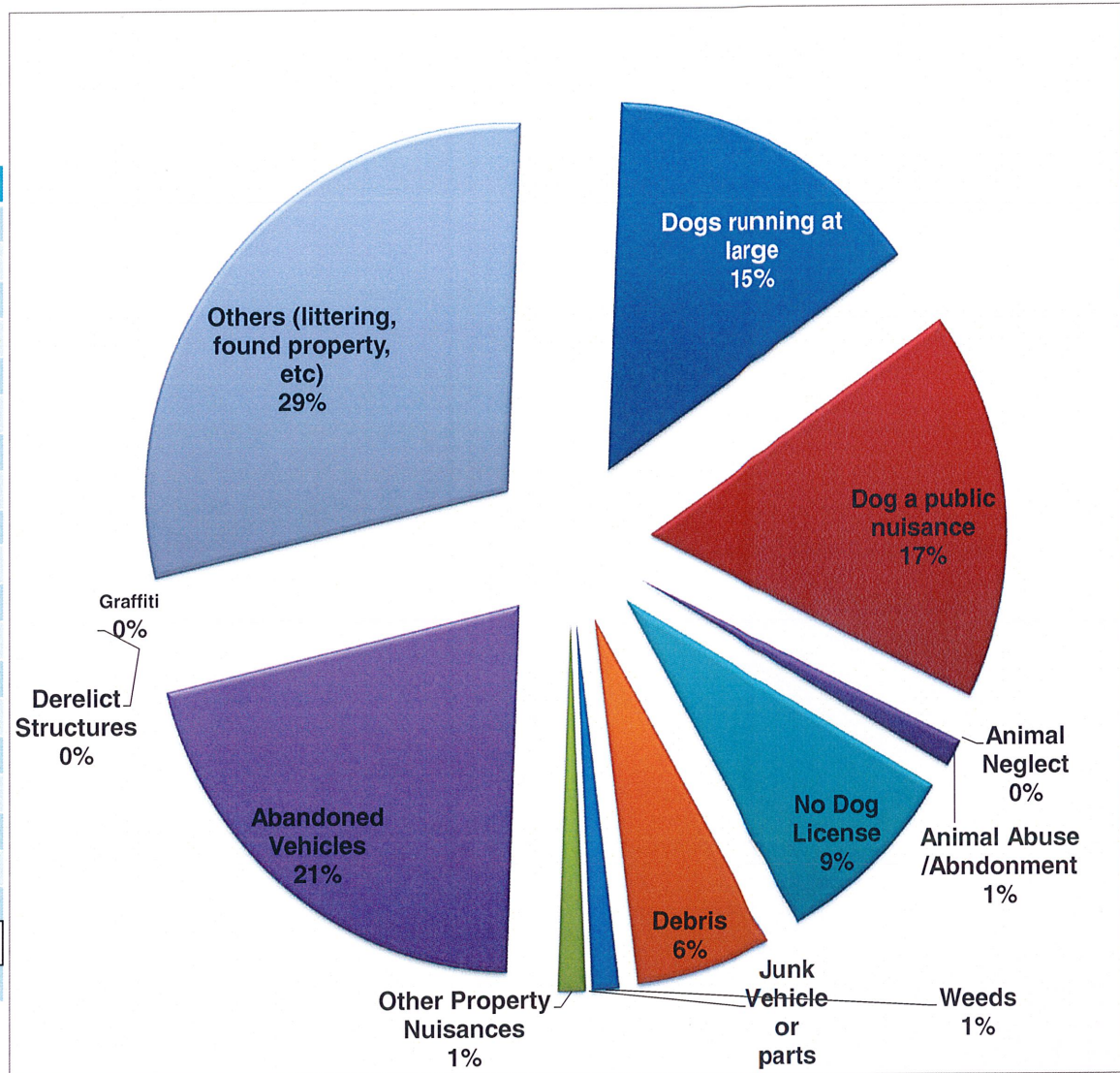
Police Stat Report 2021

Activity	2021 August	2021 September	2021 October	YTD 2021	PRIOR YTD 2020
Calls for Service	949/1489	911/1467	875/1397	8017/12818	8795
Murder	0	0	2	3	1
Manslaughter	0	0	0	0	0
Robbery	1	2	1	15	6
Sex Crimes	6	2	8	54	47
Burglary	16	11	16	152	111
Assault	14	12	19	132	148
Arson	1	0	2	5	0
UUMV / Auto Theft	10	11	10	92	0
Arrests	80	113	103	972	697
Arrests w/Use of Force	1	3	3	24	10
Gang Related Cases	3	3	1	43	26
Graffiti	3	5	2	66	53
Death Investigations	2	1	3	19	26
SRO Cases	6	19	34	119	87
Thefts	74	68	82	666	701
Traffic Stops	130	58	67	857	1603
Cited Traffic/Parking	96	106	101	887	779
Traffic Crashes	46	45	60	439	353
Alarms	25	28	32	283	295

CODE ENFORCEMENT

OCT: 2021 Stats

Violation	Sep-21	Column1
Dogs running at large	12	
Dog a public nuisance	14	
Animal Neglect	0	
Animal Abuse /Abndonment	1	
No Dog License	7	
Debris	5	
Weeds	1	
Junk Vehicle or parts	0	
Other Property Nuisances	1	
Abandoned Vehicles	17	
Derelict Structures	0	
Graffiti	0	
Others (littering, found property, etc)	24	
Dogs taken to (Fetch This Kennel)	0	
Civil Penalties Issued	0	
C.P. Amount Sent	\$0	
Total Parking Citations	0	
Total Violations	82	
Total Cases	82	



Notes: CODE ENFORCEMENT HAS BEEN MAKING MORE VERBAL CONTACT WITH PROPERTIES THAT HAVE VIOLATIONS ABATEMENTS ARE BEING DONE /WITH NO CIVIL PENALTIES BEING SENT AT THIS TIME. CODE ENFORCEMENT HAS BEEN VERY LUCKY AND HAVE BEEN GETTING COMPLIANCE FROM THE BUISNESS AND RESIDENCE WITH CLEANING UP THEIR PROPERTIES.



MALHEUR COUNTY COURT MINUTES

October 20, 2021

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. in the County Court Office of the Malheur County Courthouse with Commissioner Don Hodge and Commissioner Ron Jacobs present. Staff present was Administrative Officer Lorinda DuBois. Members of the media, public and staff had the opportunity to join electronically. Notice of the meeting was emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice, and posted on the Courthouse bulletin board. The meeting was audio recorded. The agenda is recorded as instrument # [2021-5208](#)

ASSESSOR REPORT - APPEALS

Assessor Dave Ingram met with the Court and briefed them on large property tax appeals. Four public utility companies have accounts in appeal; there are an additional two that may appeal and deferred billing credits will be held in accounts by the Treasurer. One appeal case was recently completed; this account began with the 2014-2015 tax year and a refund to the company will be due. The appeal cases are in the Oregon Tax Court.

COURT MINUTES

Commissioner Hodge moved to approve Court Minutes of October 6, 2021. Commissioner Jacobs seconded and the motion passed unanimously.

CROSSING PERMITS

Commissioner Hodge moved to approve Crossing Permit #30-21 to Ben Palmer for an irrigation mainline on Copeland Road #615; Crossing Permit #31-21 to Track Utilities LLC for a road bore on Alameda Road #863 to provide CenturyLink service to a customer; and Crossing Permit #32-21 to Brent Grasty for installation of a culvert along Bench Road #1010. Commissioner Jacobs seconded and the motion passed unanimously.

CORRECTED DEED - KINCADE

Commissioner Jacobs moved to approve corrected Quitclaim Deed to Michael Kincade Revocable Trust of 2014 for Ref. #11975. Commissioner Hodge seconded and the motion passed unanimously. The legal description of recorded instrument # [2021-1880](#) was corrected. See instrument # [2021-5202](#)

BROGAN COMMUNITY SOCIETY

Commissioner Jacobs moved to sign correspondence to Brogan Community Society regarding their request to further economic and community development in Brogan and for relief due to loss of revenue. Commissioner Hodge seconded and the motion passed unanimously. See instrument # [2021-5211](#)

REF. # 12430

The Court received an offer to purchase Ref. #12430 from Kimball Wallis. The County acquired the property through the tax foreclosure process and offered it for sale at the 2013 County Land Sale; no bids were received. Mr. Wallis offered \$2,000 cash plus the County's administrative fee. Commissioner Jacobs moved to accept the offer of Kimball Wallis for Ref. #12430. Commissioner Hodge seconded and the motion passed unanimously. See instrument # *** for the written offer.

EASOM PROPERTY

Commissioner Jacobs moved to authorize payment of \$3,000 directly to Yturri Rose LLP to be used for legal expenses to probate the Irvin Easom estate. Commissioner Hodge seconded and the motion passed unanimously. (Cody Easom did not sign the promissory note.)

MCDC OFFER TO PURCHASE

Commissioner Hodge moved to accept the offer of Malheur County Development Corporation (MCDC) to purchase Lot #2 of the Arcadia Industrial Park Subdivision for \$830,000, contingent on approval by Oregon Department of Transportation and Business Oregon releasing its first deed of trust on the property. Commissioner Jacobs seconded and the motion passed unanimously.

SECOND AMENDMENT ORDINANCE

Commissioner Jacobs inquired if the Court was drafting a letter supporting Harney and Yamhill Counties in regards to the lawsuit filed against them by the Oregon Attorney General. Sheriff Wolfe voiced that Malheur County should send a letter to the Governor and the Attorney General expressing disappointment in the lawsuit against the two counties in addition to a letter of support for the two counties. After discussion, Commissioner Jacobs said he would work on a draft letter.

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.