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PROGRESSIVELY ENHANCING OUR QUALITY OF LIFE**



**COUNCIL MEETING AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
TUESDAY, OCTOBER 17, 2017, 7:00 PM, MT**

Pursuant to the Public Meetings Laws and Rules within the Oregon Revised Statutes, the City Council has the authority, ability, and standing to take action on any items on the Agenda, or add items to the Agenda, during the Study Session or Regular Meeting, as long as all public meeting notice requirements have been met.

1) CALL TO ORDER

Roll Call: Tessa Winebarger ____ Dan Capron ____ Marty Justus ____ Ramon Palomo ____
Betty Carter ____ Norm Crume ____ Mayor Ron Verini ____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on Friday, October 13, 2017. 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. Our 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 of Regular Meeting: 09-19-2017
- B) Minutes of Regular Meeting: 09-26-2017

6) PRESENTATIONS

- A) Four Rivers Charter School would like to present "Community 101" to the Ontario City Council. This is a grant received from the Oregon Community Foundation to the Four Rivers Charter School. This is a classroom-based program that gives students the opportunity to get involved in their communities through grant making and volunteering.

7) OLD BUSINESS

- A) Ordinance #2730-2017: An Ordinance Amending Title 3, Adding Chapter 15; Amending Title 2, Adding Chapter 15; and Revising Title 7, of the Ontario Municipal Code to Establish and Enforce a Civil Penalty Process within Ontario, on Second and Final Reading
- B) Sales Tax Discussion

8) NEW BUSINESS

- A) Meals Funding for Community in Action Discussion
- B) Hangar Lease(s) at the Airport
- C) Resolution #2017-134: ODOT Grant Funding Availability for North Park Boulevard Sidewalk Project
- D) Building Incentive Program
- E) SCADA Emergency Purchase Notification

9) HAND-OUTS/DISCUSSION ITEMS

- A) Check Register August to September 2017

10) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

11) ADJOURN

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

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CITY COUNCIL MEETING MINUTES September 19, 2017

The regular meeting of the Ontario City Council was called to order by Mayor Ronald Verini at 7:00 p.m. on Tuesday, September 19, 2017, in the Council Chambers of City Hall. Council members present were Ronald Verini, Norm Crume, Tessa Winebarger, Dan Capron, Betty Carter, and Ramon Palomo. Marty Justus was excused.

Members of staff present were Adam Brown, Marcy Siriwardene, Terry Leighton, Larry Sullivan, Kari Ott, and Dan Cummings.

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

Ramon Palomo led everyone in the Pledge of Allegiance.

AGENDA

Mayor Verini stated that between the Motion to Adopt the Agenda and Public Comments, there would be a presentation by Dave Adams, from the Oregon Pulse Network. Following that, Judy Cordenese will be discussing Mental Health Awareness Month. Next, under New Business, add C) Agreement to Accept Names for HB2012.

WINEBARGER moved, PALOMO seconded, to **ADOPT THE AGENDA AS AMENDED**. Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-out; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 6/0/1.

PRESENTATION/DISCUSSION

Dave Adams: *I spent 25 years doing the news for KSRV in Ontario here. I put a lot of mics' in this rom. It's interesting- I was speaking with your Police Chief Cal, about how things come full circle. I have been in a career in broadcasting for several years. I own a station in McMinnville, Oregon, KLYC. We specialize in local news and local radio, locally engaged radio. We are looking at buying KSRV-AM, and we want to, KSRV-AM has had a very extremely strong local presence in this community. One of the things that I want to make sure is that I pay compliments to the current owners of KSRV radio. As we are negotiating with them in anticipation of the sale, they have been very easy to work with, and I want to compliment them on going above and beyond. They did opt to move KSRV-FM to the Boise market; that has not been entirely well-accepted in this community. What we want to do is, we want to take KSRV-AM, give it full power, and be a local radio that you probably haven't seen for a long, long time. KLYC radio, I've owned for about four and a half years. We bought it; it was off the air. We fixed it, put it back on the air, and we've been running it successfully for four and a half years. We do what we call street level radio: if it's on the street, it's on the air. It's local radio on steroids. We say back-n-mac and here to stay. As we hopefully purchase KSRV radio, it will never leave this community. I'll repeat that: It will never leave this community. We believe strongly in the city license, and we would serve the Ontario area, and the Malheur, Payette, and Washington counties. Media has changed, a lot. In the old days, it was newspaper, it was radio, and it was TV, and that was it. Now you have Facebook, you have a whole mix of different things that you're getting your news and information from. The latest research we have says that one in five minutes of news you consume is consumed on your Smartphone. As we, I'm 57 years old, I plan on being in business for another 20, 30 years, optimistic, what we want to do is, we want to be, our internet presence is extremely important to us, so we want to wrap local radio around the internet. We have several internet radio stations; one is called Operation Eagle's Wings, which is a veteran outreach. It's a 24/7 radio station on line. We have called Lighthouse Radio, which is a suicide prevention effort. We have one called Funk House Radio, which is classic western. We'll have a classic western show on KLYC, hosted by a guy, a friend of mine by the name of Eric Elliott, who was a wrangler during the first season of Dr. Quinn, Medicine Woman, and he lives in McMinnville, and he loves classic western. If you like classic western, you'll like his show. We would, one of the things we do is streaming video, and we talked with the Mayor about doing streaming video, live video, of this meeting, and other possible meetings as well. We want to increase the coverage*



of local sports, and provide live streaming video of local sports coverage as well. We plan on using the internet a lot. Local radio is important right now, and it still penetrates the market a lot and we can get a lot of information to our audience via local radio, but again, Smartphones and the Internet is extremely important. So, the internet is very, very important. Let me give you one example. We've developed something called an Event Cast. An Event Cast is specific, targeted coverage of an event. Let's take the Malheur County Fair as an example. We would be at the Fairgrounds, and we would do 50 or 60 interviews with kids, exhibitors, Fair officials, anybody that we could get a hold of. That would be on a special internet channel, and if anybody wants to know what's going on at the Fair, they could click on and listen to it on their Smartphone or computer. We record it on our Smartphone; three minutes after we recorded it, it's up and going in the queue and playing at the other end. When we record interviews for KLYC, KSRV-AM, or whatever, if we're covering a news item, or covering City Council, it's possible to get the stories up and out there very, very quickly using current media. We're pretty excited about the future; we're pretty excited about, we like markets that like local. One example we have is, we have something called "Lemonade Day". Lemonade Day is where they promote and have kids in the community have lemonade stands. They're teaching kids entrepreneurship, how to run small businesses, how to make a profit, and we see that as a great community building project, because it gets the community together, and it teaches young people how to be responsible, how to make money. It's called Lemonade Day, and we've done it for three years. So we go all over town, and we interview kids at lemonade stands. That's not the kind of radio you find in Portland, but it's the kind of radio you find in McMinnville, it's the kind of radio you'll find in Ontario. It's local radio. Our phrase is "on the street, on the air". Dale Jeffries will be managing the station, and we're very excited about having Dale. Dale is a personal friend of mine, and we're pretty excited about our prospects for coming to Ontario. Ontario loves local, and so do we, and that's what we plan on doing. You'll be hearing more about it as we try to put this plan together. I'm dressed like this because I've been out digging in the dirt, doing what you'd call "due diligence", which is you pop it in and take a look at what you're buying. So, that's where we are right now. There's a lot more to say, but I think I'll conclude with that. So, thank you for allowing me to speak to the City Council. Hopefully, you'll see a lot more of us.

Mayor Verini thanked him for his comments, and welcomed him to the community.

Judy Cordenese, Mental Health Awareness Month. Thank you Mr. Mayor, Council members, esteemed city officials, guests...my name is Judy Cordenese. I'm the CEO for Lifeways, which is your local mental health service, and substance abuse treatment center, as well. I'm here to get a proclamation from the City of Ontario, acknowledged and signed for the fact that this is National Recovery Month. I have a bit of a proclamation that I would like to read to you: Mental and substance use disorders affect all communities nationwide, but with commitment and support, people with these disorders can achieve healthy lifestyles and lead rewarding lives in recovery. By seeking help, people who experience mental and/or substance use disorders can embark on a new path toward improved health and overall wellness. The focus of National Recovery Month (or Recovery Month) this September is to celebrate their journey with the theme "Join the Voices for Recovery: Strengthen Families and Communities." Recovery Month/Hands Around the Park spreads the message that behavioral health is essential to health and one's overall wellness, and that prevention works, treatment is effective, and people recover. The impact of mental and substance use disorders is apparent in our local community, and an estimated 21.7 million people aged 12 or older needed substance use treatment in the US the past year, with 8.1 million adults having had a co-occurring mental illness and substance use disorder the past year. In a single day count in 2015, 30,401 individuals in Oregon were enrolled in substance use treatment. In Oregon in 2015, an annual average of about 333,000 adults received mental health services the past year. We all are affected by these conditions in one way or another. Through Recovery Month, people become more aware and able to recognize the signs of mental and substance use disorders, which can lead more people into needed treatment. Managing the effects of these conditions can help people achieve healthy lifestyles, both physically and emotionally. The National Recovery Month observance continues to work to improve the lives of those affected by mental and/or substance use disorders by raising awareness of these diseases and educating communities about the prevention, treatment, and recovery resources that are available. For the above reasons, we are asking the citizens of Ontario to join Lifeways in celebrating this September as National Recovery Month. We, as the City of Ontario, do hereby proclaim September, 2017, as Mental Health, Substance Use Disorder, and Problem Gambling Recovery Month.

It is absolutely amazing and astonishing the number of people that are affected either by substance abuse and often co-occurring mental health issues. It's hard to know which comes first. Sometimes they go hand in hand. For some of you who don't know, my background is in hospitals, World Health Medicine. I've been in the health care environment for 42 years. Behavioral health brought me on to try to integrate the thought of good health, both mental and physical. Lifeways itself has come a long ways to recognize that it takes, well, you have to have good mental health , have a good physical being, and vice versa. So, I'm grateful that the City of Ontario embraces the work that Lifeways has done. We know we're not perfect, but we certainly are there to help your friends, your relatives, your family, I've probably, I won't ask for a raise of hands, but I'm sure everyone in this room has been affected by one of those situations associated with either mental health or substance use disorder. So, I thank you for your time.

Mayor Verini stated he would be honored to sign the proclamation, if there was a consensus on the Council to do so.

Full consensus.

Mr. Adams asked to add one item: In preference of the broadcast station before that, we have an online radio station on right now with Ontario news, weather, information, just like it was being broadcast. We play music of the 50's, 60's and 70's. You can find it online by going to www.treasurevalleypulse.com. Dale and I will be on it with any news that we can get from Ontario is welcome and will be put on there. Anybody in the world can listen to it. You can listen to it on your Smartphone, your computer, or any internet-enabled device. So that is on now.

CONSENT AGENDA

WINEBARGER moved, CARTER seconded, to **ADOPT CONSENT AGENDA (A) MINUTES OF REGULAR MEETING OF AUGUST 15, 2017**. Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-out; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 6/0/1.

OLD BUSINESS

Ordinance #2729-2017: Sales Tax Ordinance [First Reading]

Adam Brown, City Manager, presented.

As discussed many times over the past several meetings, they had put the first reading off one week to make some additional corrections with respect to agriculture and some other school sales and a number of others. There is both a stricken out version on line, as well as a clean version. The document was ready for a first reading.

Mayor Verini stated before they voted, he wanted to take the opportunity to let anyone in the audience speak who wanted to, about this action.

CARTER moved, PALOMO seconded, **THAT THE CITY COUNCIL READ, ACCEPT COMMENTS, AND ADOPT ORDINANCE #2729-2017, AN ORDINANCE ADDING CHAPTERS 25 TO TITLE 3 OF THE ONTARIO CITY CODE, TO ESTABLISH AND ENFORCE A 1% SALES TAX ON THE SALE OF RETAIL GOODS WITHIN THE CITY, AND TO CREATE EXEMPTIONS FROM THE TAX, ON FIRST READING BY TITLE ONLY**. Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-out; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 6/0/1.

Mayor Verini stated this had been a long process, and a very difficult one, for the Council, and he believed that everyone understood how many times the issue had been addressed. The Council appreciated a lot of the comments received from individuals.

NEW BUSINESS

Resolution #2017-132: Adopting a Supplemental Budget for General Fund Unanticipated Revenues

Kari Ott, Finance Director, presented.



Law enforcement contact with individuals suffering from mental health issues has increased. Communities across the United States are adopting the National Crisis Intervention Team approach. Law Enforcement in Malheur County has started working with Lifeways, through Greater Oregon Behavioral Health Inc. to implement such a program. Staff has developed a training module for those who encounter individuals with mental illness in order to provide better services to them and the community. This training was designed to help further the current program.

The Police Department applied for a grant due to the Department's interest and current investment into the implementation of the Regional Crisis Intervention Team (CIT) in Malheur County. The Oregon Department of Public Safety Standards and Training (DPSST) has provided a \$500 stipend to help pay for a representative of the Police Department to attend the Northwest Regional CIT Conference in Bend, OR in October. The stipend would cover approximately half the cost to attend the conference. Lifeways would cover the other half of the cost associated with this training, with the exception of meals for the city's representative. The Department currently had the necessary funds to cover meals in the current training budget; however, pursuant to ORS 294, a budget resolution was required to receive and expend the funds.

The Ontario Police Department would like to appropriate the funds as soon as possible, as the Conference would be held in October. \$500 would need to be appropriated within the General Fund to pay for the training.

WINEBARGER moved, CAPRON seconded, that **THE CITY COUNCIL ADOPT RESOLUTION 2017-132: A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR GENERAL FUND UNANTICIPATED REVENUES**. Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-out; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 6/0/1.

COAR Grant Agreement for the Airport Runway Lights Capital Improvements Project

Adam Brown, City Manager, presented.

The city applied for, and was awarded, a Critical Oregon Airport Relief (COAR) Program grant, from the State of Oregon. The grant pays for four percentage points of the 5% obligation of the city, leaving the city with only an obligation of 1% of the total project cost. This will reduce the city's obligation for the runway lighting project. The city had to approve the Grant Agreement to receive the state funding; the Agreement from the FAA had already been approved.

The cost to the city for the entire project would be \$8,285, or 1% of the project cost. Approving this item would guarantee an additional \$33,140 from the state to support the project. The project was moving forward and reimbursements would be requested within the coming months. Approval was requested now to ensure the city received funding in a timely manner. If the Council opted to take no action, the city would have to pay an additional \$33,140 to complete the project.

CRUME moved, CARTER seconded, **THAT THE CITY COUNCIL APPROVE THE STATE OF OREGON COAR GRANT AGREEMENT FOR FUNDING OF THE AIRPORT RUNWAY LIGHTS CAPITAL IMPROVEMENT PROJECT**. Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-out; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 6/0/1.

HB2012 Agreement to Accept Names

Adam Brown, City Manager, presented.

The County asked the City Council to recommend names for the Eastern Oregon Border Economic Development Board. This Board was established in HB 2012 approved in the most recent session of the State Legislative Assembly, sponsored by Speaker Tina Kotek and representative Cliff Bentz.

As per HB 2012 municipalities were asked to provide recommendations to the County Court, and the Governor would make appointments from the list of nominees. Without recommendations, the County Court would submit names at their own discretion. A list of names would be provided for consideration; the Council also had the option of accepting nominations from the floor. The City Council must recommend to the County names before September 20, 2017. Funding for job creation and retention will be disbursed from this body.

Mayor Verini stated the list of potential nominees for HB2012 was before them. Were there any on the list, or was there any recommendations from the Council, that they needed to discuss? The names were Bill Johnson, Ken Teramura, Renee Corn, Shawna Peterson, Ralph Poole, Adam Brown, Tiffany Cruickshank, Mark Redmond, Jana Iverson, Doug Maag, Jim Maret, Torey Gomez, and Riley Hill. Did they need to discuss that any further?

CRUME moved, CAPRON seconded, **TO RECOMMEND KEN TERAMUA, RENEE CORN, SHAWNA PETERSON, RALPH POOLE, ADAM BROWN, TIFFANY CRUICKSHANK, MARK REDMOND, JANA IVERSON, DOUG MAAG, JIM MARET, AND TOREY GOMEZ TO BE ON THE HB2012 COMMITTEE.** Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-out; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 6/0/1.

HAND-OUTS/DISCUSSION ITEMS

July to August 2017 Check Register. No comments.

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

Councilor Crume stated under Old Business, there had also been a resolution with that. Did they need to act on that that night?

Mr. Sullivan stated because the ordinance had not been passed yet, it would be premature.

Councilor Crume stated he and Councilor Capron had taken a trip to Huntington last weekend, to see for themselves what everyone was talking about, and there seemed to be plenty of business at the marijuana dispensaries. What they had noticed was one Oregon plated car at each place, and the rest were Idaho, about a dozen at each place. The local store looked like there were two patrons, one car, and the other a motorcycle buying gas. From the looks of the town, Huntington could use every dollar of tax money they could get. He wished them well.

EXECUTIVE SESSION

ORS 192.660(2)(e)

An executive session was called at 7:37 p.m. under provisions of ORS 192.660(1)(e) regarding Real Property. Council reconvened into regular session at 8:01 p.m.

ADJOURN

WINEBARGER moved, CARTER seconded, that the meeting be adjourned. Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-out; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 6/0/1.

ACCEPTED:

Ronald Verini, Mayor

ATTESTED:

Tori Barnett, MMC, City Recorder



CITY COUNCIL MEETING MINUTES September 26, 2017

The regular meeting of the Ontario City Council was called to order by Mayor Ronald Verini at 7:00 p.m. on Tuesday, September 26, 2017, in the Council Chambers of City Hall. Council members present were Ronald Verini, Norm Crume, Tessa Winebarger, Dan Capron, Betty Carter, Ramon Palomo, and Marty Justus.

Members of staff present were Adam Brown, Tori Barnett, Terry Leighton, Larry Sullivan, Kari Ott, Cal Kunz, and Cliff Leeper.

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

Dan Capron led everyone in the Pledge of Allegiance.

AGENDA

Mayor Verini stated, due to no business under certain headings on the Agenda, he removed 5) Consent Agenda, 6) Special Action, and 7) Presentations.

Tori Barnett, MMC, City Recorder, requested the removal of headings 9) New Business and 10) Public Hearing.

CARTER moved, PALOMO seconded, to **ADOPT THE AGENDA AS AMENDED**. Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 7/0/0.

PUBLIC COMMENT

Gordon Curtis, Ontario: I've been up here before. My name is Gordon Curtis. I live in Ontario, Oregon. I pretty much have the same thing to say as I said before in the Work Session, except that I believe we need a full time Mayor and no City Manager, and I think because of what we're seeing right now is because of mismanagement of previous administrations and current administration. That gentleman sitting over there makes more money that I make in two years, and I don't think that's necessary for a town of this size, and yet you're asking for a sales tax because you can't come up with a budget to meet the expenses being made. I'm in business, or I was in business, I'm not any longer, when I was in business, if I couldn't meet payroll, or I couldn't make the expenses, I cut someplace. I didn't have the luxury of going around the voters and saying, okay, because we can, we're going to implement a sales tax. A sales tax has been an issue for a long, long time in the State of Oregon, and every time it's gone for a citizen's vote, it's been voted down. If you gentlemen go ahead and vote that in tonight, I'm going to do the very best that I can to get every one of you bozos recalled.

Mayor Verini thanked Mr. Curtis for his comments.

Steven Dinius, Ontario: I'm Steven Dinius, as I said, my father Eldon had the business here across the street from Burger West for a few years. The Chevron station and two Shells in Nyssa, so I've lived in Nyssa and I've lived in Ontario, and I've seen some differences between Nyssa and Ontario in important ways. Now Nyssa's had plenty of adversity in the 39 years I've lived in this county, too, and before that, they had a lot of their school plant burn down in a big fire, and they did their best, they did their best to remedy that problem. They built one of the best facilities I've ever seen in my youth, and I've been to other schools in sports, and Vallivue High, the old one, was the closest I could think of that even looked as good as that. I've never been to Nampa High. But, I can't figure it out, see, and there's other things I have to argue about. I still, still cannot fathom why we let this, we let mismanagement of a pipe, where the pipe was supposed to go to the Water Treatment Plant, just go away, and we spent even more money to fix that. That, that, to me, sounds like pretty much the entire deficit, in another year you'll probably figure out where to go and better economic times possibly, could, I wanted to say something. I've had lots of friends that lived here years ago. They don't live here anymore. I had, had one friend that does live here still. He works in Meridian, 'cuz that's where he can get a job. I don't see where all these jobs are coming from. I think maybe the prison. I think everybody's got a job at the prison. I don't, you know, I don't, I don't really think much of the prison. I don't want to go there, but I, I, I have, I have to say, there were, there were ways, there were ways to get past this years ago, and I too have watched this happen for three and a half decades. I've been here a long time. I've been in this county nearly 40 years, and I see how Nyssa's handled things, cautiously, and carefully, and with the approval of their citizens, and, to the point where this last year they approved, that they approved the bond to rebuild the remainder of the school plant that wasn't, that wasn't covered in the previous construction,



and they already rebuilt an elementary school and, and they moved the junior high. They moved everything around basically. The high school's in the Cortland Hall, where I had my high school prom in 1982. I know that place pretty well. I grew up there. But, I don't get this. I think we want too many things that we, necessarily have to have. The swimming pool? Well, it's dead so we can't fix the heater. It's...Nyssa doesn't even have a pool. They buried it and put grass back over it. Payette does their best with theirs. A lot of people build pools in their backyards anyway. This is, this is a problem that's gotten solved. That's your alarm clock. Anyway, that's, that's, you know, my dad, my dad had to deal with the money he had, and, unfortunately, unfortunately, the economic circumstances he went through had a lot to do with the introduction of super unleaded gas and the fact that his pumps locked up and he had to keep pumping gas down in that thing to get it to finally start, and nobody bought it, really. Well maybe Governor Andrews showed up one time, and a guy with 4-door Thunderbird Sport Coupe. That really hurt us, and eventually he declared bankruptcy and went back to work in Nampa where he died in 2011 eventually. I miss him, and, and, and I, I miss a lot of my friends, but they're not coming back that soon. What's left, what's left here? You got low income, you got disabled, you got retired, you got a lot of people who, even if my math in the letter in the paper today is kind of two decimal points off, we still can't afford this on the very limited budget we have, and might I please add, that I'm glad that the Origins Faith Community went and opened, reopened a food kitchen for everybody at the Methodist Church. That was, that was very admirable, and I'm proud of that. You can't, you can't just keep moving around like a vagabond like the people that have to use it. We have to do something because people, people have to rely on these things, then the things aren't that stable. But, I don't think it's as dire as everybody seems to think it is. If it is that dire, then I'll probably be the first one to support the motion to disincorporate, but I don't care to do that, and I personally want to be buried over in the cemetery next to the dead mall I spent my childhood in, and the fact is the old folks in the trailer park next door don't want to be caught dead in it.

Mayor Verini thanked Mr. Dinius for his comments.

Mr. Dinius: I edited that a lot, 'cuz it was probably a lot angrier and I just, but I just wanted to get down the point. You've read my letters in the Argus, you know what I'm saying. Thank you very much.

Mayor Verini again thanked Mr. Dinius for his comments.

OLD BUSINESS

Ordinance #2729-2017: Amend OMC 2-25 to Establish and Enforce a 1% Sales Tax on the Sale of Retail Goods within the City, and to Create Exemptions, on Second and Final Reading by Title Only

Adam Brown, City Manager, presented.

This would be the Second Reading, as the First Reading had occurred last Thursday. They'd looked at this for about four meetings, and had made some fixes along the way. They made some editorial tweaks between last week and this week, and Mr. Sullivan would address those.

Larry Sullivan, City Attorney, stated the Charter required the oral reporting of any changed between a First and Second Reading. In section 3-25-2(r) the definition of Unit of Government, there was a word missing in the first line, that had been added. The word "Government" was added after Federal. On the third line, the word statutory had been misspelled, and it was now spelled correctly. Those were the only two changes.

Mr. Brown stated the Second Reading was before the Council for consideration. There would be an opportunity for the public to appeal the action.

Mayor Verini asked if anyone in attendance had anything they'd like to add before moving forward.

Roy Scott: Yes, my name is Roy Scott. I own Ernie's Electric and Ernie's EMP here in Ontario. I do not live in the city, but I own a business here and let's talk about fair. Why did Home Depot come and build in our town? Why did Walmart come and build in our town? And it was if you, if you honestly look at it, the reason was probably because of the tax or lack of sales tax here in Oregon, okay? Now, I don't know if this is just rumor, but forever I have heard that Walmart and Home Depot and some of those other large national companies have gotten property tax concessions for coming into town, okay? Like I said, whether that is true or not, I'm sure it would be a matter of record for somebody to look up, but if that is true in any way, shape, or form, that again would show toward mismanagement of our city. Now, Home Depot comes into town - let's talk about fair. We don't want to give small businesses an exemption. When Home Depot moved into town, I had the largest Milwaukie Tool dealership in the Treasure Valley, okay? Home Depot took away one-third of my business, because we were price-matching with them, they turned on us, and Milwaukie pulled our account unless we could buy \$100K worth of tools every year. Is that fair? You guys had a chance to get in on legal marijuana in this state, and you shot your cash cow in the face, and talking to many of you, and one in particular, I will not point fingers, but Norm, the day before the public input session on marijuana in this town, you flat told me, me and the rest, the Council, know we are voting no, and no one is going to change my mind about it. I lost virtually any respect for you that I ever had. No tax in Oregon, period. I know we need money. If we can't afford a pool, we don't have a pool.

If we can't afford a greenbelt, we don't get a greenbelt. You guys went out of your way to build bypasses around town, and then complain when people weren't coming into town, okay? This is stupidity, and it will be voted down. I'll put up a sign in my parking lot saying go to Vale, go to Nyssa, they want our business, and further, if this passes, I have a question. How are you gonna enforce it, because I've talked to many business owners that flat say we won't pay it, so are you gonna send goons to my shop when I refuse to? Are you gonna cut my city services? What are you gonna do? Are you gonna hire a bunch of auditors to go into everybody's business? This is ridiculous. If we have all the staff that would be required to implement a sales tax, then maybe it would be worth it, but you're gonna have to build new buildings, you're gonna hire more people, the government's just gonna get bigger, pretty soon it's gonna be 2%, then 3%, and then we'll be Idaho. Thank you.

Mayor Verini thanked Mr. Scott for his comments.

Charlene Pelland: My name is Charlene Pelland, I live at **** in Ontario. I'm hearing a lot of negative things here tonight, and I just want to stand up and say that I am very grateful for the people that are sitting up here and the initiative they have taken to look at other ways of bringing income into our city. I look around and I see going into the grocery stores, going into, going to the gas station, and I buy a lot of gas every, two or three times a week, and they raise gas like it's going out of style. One day it's 15¢ higher than it was the day before, and nobody blinks an eye at it. We pay the extra price because that's what owners can do. We're talking 1¢. I don't think 1¢ is going to kill us and, and you look at what that 1% brings into this city, it's huge. And when you look at if you don't do that, we have one of the highest property tax I have ever heard of in the nation, and that's all, we don't care about our property tax increases 'cuz we don't want to pay a 1¢ sales tax. To me, it's worth the 1¢. Thank you.

CRUME moved, PALOMO seconded, **THAT THE CITY COUNCIL READ, ACCEPT COMMENTS, AND ADOPT ORDINANCE #2729-2017, AN ORDINANCE ADDING CHAPTER 25 TO TITLE 3 OF THE ONTARIO CITY CODE TO ESTABLISH AND ENFORCE A 1% (ONE PERCENT) SALES TAX ON THE SALE OF RETAIL GOODS WITHIN THE CITY OF ONTARIO, AND TO CREATE EXEMPTIONS FROM THE TAX, on Second and Final Reading by Title Only.** Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 7/0/0.

Resolution #2017-133: Reimbursement to Businesses up to \$1,000 for Expenses Incurred for Software, Hardware, or Other Costs Associated with Sales Tax Collection

Adam Brown, City Manager, presented.

Upon direction of the Council, a resolution was drafted to reimburse business owners up to \$1,000 for costs incurred for collection of the sales tax. The reimbursement trigger was the actual collection of taxes. Per the ordinance, if funds were collected in the first quarter of 2018, in April, upon collection, the city would accept applications for reimbursement. The time period for reimbursement would go through the end of December, 2018. The action and resolution conformed to the feedback and input received from the Council.

WINEBARGER moved, CARTER seconded, **THAT THE CITY COUNCIL APPROVE RESOLUTION #2017-133, A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET AUTHORIZING A REIMBURSEMENT FOR EXPENSES INCURRED BY BUSINESSES OF UP TO \$1,000 FOR UPDATING SOFTWARE, HARDWARE, OR OTHER COSTS RELATED TO SALES TAX COLLECTION.** Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 7/0/0.

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

Councilor Justus stated before he left, he attended a Public Works Committee meeting, and it was decided that the Council would be informed that Public Works wanted the lift station associated with the prison, that that contract was up for negotiation and was going to expire in September, and that they wanted the Council to be advised that to extend that contract with the understanding that the state would have liability for that lift station if it should fail during this next year. It was his understanding that that communication was not brought to Council and that the Council extended the contract for one year and did not hear that the Public Works Committee had a that recommendation. He wanted to bring to the Council's attention, that Public Works had made a recommendation that the state be aware that they would be liable or equally liable if that lift station should fail after this contract expired. He thought it was really important that when they used these committees who made recommendations, that they, as a Council, hear them. Whether they took the advice or not, they asked those people for their time, they asked them for their advice and expertise, and then not to use it or to even give the Council a chance to hear it, was an issue.

Mr. Brown replied that if that was the case, staff missed the boat in including the detail to it. He was not at that Public Works Meeting, and Councilor Justus was also absent, so between the two of them, that information was not presented to Council. He didn't believe the state would have been favorable to that, but that was beside the point. The point Councilor Justus was making was that when the Public Works Committee made a recommendation, it needed to be presented to Council, so they messed up.

ADJOURN

CARTER moved, CAPRON seconded, that the meeting be adjourned. Roll call vote: Crume-yes; Carter-yes; Palomo-yes; Justus-yes; Capron-yes; Winebarger-yes; Verini-yes. Motion carried 7/0/0.

ACCEPTED:

Ronald Verini, Mayor

ATTESTED:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
OLD BUSINESS
October 17, 2017**

To: Mayor and City Council

FROM: Tori Barnett, City Recorder

THROUGH: Adam J. Brown, City Manager

SUBJECT: **ORDINANCE #2730-2017: AN ORDINANCE AMENDING TITLE 3, ADDING CHAPTER 15; AMENDING TITLE 2, ADDING CHAPTER 15; AND REVISING TITLE 7, OF THE ONTARIO MUNICIPAL CODE TO ESTABLISH AND ENFORCE A CIVIL PENALTY PROCESS WITHIN ONTARIO, ON SECOND AND FINAL READING**

DATE: October 9, 2017

PROPOSED MOTION:

I MOVE THE CITY COUNCIL ADOPT ORDINANCE #2730-2017, AN ORDINANCE AMENDING TITLE 1, ADDING CHAPTER 15; AMENDING TITLE 2, ADDING CHAPTER 15; AND REVISIONS TO TITLE 7, OF THE ONTARIO CITY CODE TO ESTABLISH AND ENFORCE A CIVIL PENALTY PROCESS WITHIN THE CITY, ON SECOND AND FINAL READING BY TITLE ONLY.

SUMMARY:

The current process of enforcing ordinance violations includes the city abating properties and then billing property owners. This process has been found to be ineffective as many property owners fail to pay the fees which cause loss of city funds as well as lack of accountability for property owners that are out of compliance. The City Council has directed the police department staff to investigate civil penalty options. Based on that directive, staff presented Ordinance #2730-2017 to the Council.

BACKGROUND:

10-05-2017: Council approved Ordinance #2730-2017 on First Reading by Title Only. There were some clerical changes subsequent to the First Reading, which will be addressed and read into the record prior to passage.

RECOMMENDATION:

Staff recommends the final adoption of Ordinance #2730-2017.

ATTACHMENTS:

1. Ordinance #2730-2017



ORDINANCE #2730-2017

AN ORDINANCE AMENDING TITLE 1, ADDING CHAPTER 15; AMENDING TITLE 2, ADDING CHAPTER 15; AND REVISIONS TO TITLE 7, OF THE ONTARIO CITY CODE TO ESTABLISH AND ENFORCE A CIVIL PENALTY PROCESS WITHIN THE CITY

- WHEREAS,** The City of Ontario has numerous privately owned properties that are not properly maintained and in conditions that may cause health and safety concerns; and
- WHEREAS,** The current process of abating properties and the city billing property owners has been ineffective as many of the owners fail to pay fees which transfers the financial burden on city residents rather than those property owners of the neglected properties; and
- WHEREAS,** The Ontario City Council is actively encouraging community development as well as increased property values and finds it necessary to have a clean and safe community to encourage such growth; and
- WHEREAS,** The Ontario City Council finds that it is necessary for the health, welfare and safety of the residents of the city to enact a civil penalties process within the city.

NOW THEREFORE, THE CITY OF ONTARIO ORDAINS AS FOLLOWS:

Section 1. The following Chapter 15 is hereby added to Title 1 of the Ontario City Code and is entitled "Hearings Officer":

Section 2. The following Chapter 15 is hereby added to Title 1 of the Ontario City Code and is entitled "Administrative Rule Making and Contested Case Procedures":

- 1.15.1. Scope
- 1.15.2. Definitions
- 1.15.3. Administrative Rulemaking Authority
- 1.15.4. Notice of Rulemaking
- 1.15.5. Opportunity for Comment
- 1.15.6. Temporary and Emergency Rules
- 1.15.7. Basis and Validity for Rule; Publication of Rules
- 1.15.8. Council Review of Administrative Rules
- 1.15.9. Initiation of Enforcement
- 1.15.10. Delivery of Abatement notice
- 1.15.11. Appeal from Abatement notice
- 1.15.12. Effective Date; Finality
- 1.15.13. Alternative Dispute Resolution
- 1.15.14. Imposition of Civil Penalty

- 1.15.15. Criteria for Imposition of Civil Penalty
- 1.15.16. Notice
- 1.15.17. Effective Date; Finality
- 1.15.18. Unpaid Civil Penalties to Become Liens
- 1.15.19. Appeal from Imposition of Civil Penalty
- 1.15.20 Adoption of Rules for Contested Case Proceedings
- 1.15.21. Setting Hearings
- 1.15.22. Notice of Hearing
- 1.15.23. Stay of Abatement notice
- 1.15.24. Informal Resolution
- 1.15.25. Subpoenas
- 1.15.26. Discovery
- 1.15.27. Late Filing of Documents
- 1.15.28. Prehearing Notice
- 1.15.29. Hearings Procedure
- 1.15.30 Rules of Evidence
- 1.15.31. Transmittal of Questions to the Enforcement Officer
- 1.15.32. Exclusion of Witnesses; Removal of Disruptive Individuals
- 1.15.33. Record
- 1.15.34. Final Order
- 1.15.35. Default; Requests to Set Aside Default
- 1.15.36. Reconsideration or Rehearing
- 1.15.37. Remedies
- 1.15.38. Appeal of Hearings Officer's Decision or Order
- 1.15.39. Enforcement
- 1.15.40. Office of Hearings Officer Created; Qualifications; Duties and Powers

1.15.1 Scope. The provisions of OMC Title 1 are intended to establish uniform procedures for the promulgation of administrative rules; the issuance of all abatement notices; the issuance, denial, revocation or suspension of licenses and permits; and the conduct of contested cases, and shall be used as the procedures for such actions, unless other procedures are specifically required by the Ontario Revised Code, or state or federal law.

1.15.2 Definitions. Unless the context otherwise specifically requires, as used in this Chapter, the following mean:

(a) Administrative rule means any regulation that implements, defines or clarifies a general regulatory standard established in a provision of the Code, where the authority to adopt the regulation as an administrative rule is specifically delegated by ordinance to the City Manager or a department director. As used in this Chapter, "administrative rule" does not include other types of administrative regulations of the City, including, by way of illustration, but not of limitation, formal interpretations issued pursuant to the Ontario Revised Code; rules promulgated or policies adopted by the City Council; rules of court adopted by the Municipal Judge; internal management directives, standards or regulations; department head letters; personnel policies; internal operating procedures; and construction standards for public improvements, including public facilities constructed pursuant to conditions of land use approval and improvements within the public right-of-way.

(b) City Manager means the City Manager of the City of Ontario, or the City Manager's designee.

(c) Code means the Ontario Municipal Code.

(d) Contested case means a proceeding before a Hearings Officer arising out of the imposition of a civil penalty; the abatement of a nuisance; the refusal to issue or renew, or the suspension or revocation, of

any license or permit; or any other matter whereby compliance with the Code or a determination of a person's rights and remedies under the Code has been conferred on the Hearings Officer. As used in this Chapter, contested case does not include the appeal of a land use decision, as defined by ORS 197.015(10) or limited land use decision, as defined by ORS 197.015(12), or any other decision where another appellate body is specifically designated by the Code, or by state or federal law.

(e) Enforcement officer means the department director or other employee of the City designated as having authority to issue abatement notices, impose civil penalties, or grant, deny, suspend or revoke a license or permit, or that person's designee.

(f) Abatement notice means a notice of noncompliance or violation; a notice to cease and desist; a notice to abate; a notice denying, suspending or revoking a license or permit; or any other similar notice denying, suspending or revoking any other right or privilege.

(g) Hearings Officer means the hearings officer appointed pursuant to 1.15.40, or any other person designated and appointed by the City Council as a hearings officer for a particular proceeding or group of proceedings.

(h) License or permit means the whole or any part of any written form of permission that is required in order to pursue an activity, trade, occupation or profession. As used in this Chapter, license or permit does not include building permits, urban growth development permits, or any land use decision, as defined by ORS 197.015(10) or limited land use decision, as defined by ORS 197.015(12).

(i) Person means a natural person, partnership, corporation, limited liability partnership, limited liability company, co-operative, governmental entity, association, or other entity in law or fact.

ADMINISTRATIVE RULEMAKING

1.15.3. Administrative Rulemaking Authority. The City Manager or a department director shall exercise rulemaking authority conferred by the Code consistent with the procedures set forth in this Chapter.

1.15.4. Notice of Rulemaking.

(a) Prior to the adoption, amendment, or repeal of any administrative rule, the City Manager shall give notice of proposed rulemaking by:

(1) Making copies of the notice of proposed rulemaking available to any person who has requested such notice by submitting a written request to receive such notice to the City Recorder;

(2) By posting notice of proposed rulemaking on the City's website, not less than fifteen calendar days prior to the adoption of the rule;

(3) Providing a copy of the notice of proposed rulemaking to the City Council;

(4) Posting notice at two locations at City Hall; and

(5) The City Manager may direct that notice of the rule be published in a newspaper of general circulation within the City, not less than fifteen calendar days prior to the adoption of the rule.

(b) The notice of proposed rulemaking shall:

(1) State the subject matter and purpose of the proposed rule in sufficient detail to inform a person that the person's interests may be affected by the rule;

(2) State the time, place, and manner for interested persons to submit data or written comments on the proposed rule;

(3) Include a citation of the authority to promulgate the rule;

(4) Include a statement of the need for the rule and a statement of how the rule is intended to meet that need; and

(5) List the principal documents, reports, or studies, if any, prepared by or relied upon by the City in considering the need for and in preparing the rule, and identify the location where those documents are available for public inspection.

(c) Any person may request mailed copies of notices of proposed rulemaking pursuant to subsection (a) of this section. The request shall be in writing, and shall be submitted to the City Recorder. Upon

receipt, the City Recorder shall acknowledge the request, establish a mailing list, and maintain a record of all mailings made to all persons submitting such requests.

1.15.5. Opportunity for Comment. Interested persons shall be given not less than fifteen calendar days to submit data or written comments on the proposed administrative rule. Data or comments received from interested persons shall be considered in adopting the administrative rule.

1.15.6. Temporary and Emergency Rules.

(a) Temporary Rules. Notwithstanding OMC Title 1, temporary rules may be adopted without notice or opportunity to comment, if needed to implement the provisions of any new or amended ordinance upon the ordinance's effective date.

(b) Emergency Rules. Notwithstanding OMC Title 1, a rule may be adopted, amended or suspended without prior notice or opportunity to comment, or upon abbreviated notice and opportunity to comment, if the City Manager adopts written findings that an emergency exists, and the failure to act promptly will result in prejudice to the public interest.

(c) Effective Period. Any rule adopted, amended, or suspended under subsections (a) and (b) of this section shall not be effective or suspended for a period of more than one hundred and eighty calendar days. The adoption of a rule under this section does not preclude the subsequent adoption of an identical permanent rule.

1.15.7. Basis and Validity for Rule; Publication of Rules.

(a) Unless otherwise required by law, the adoption, amendment, or repeal of a rule need not be based upon or supported by an evidentiary record.

(b) Unless the City Manager specifies another date, all rules adopted in substantial compliance with the provisions of this Chapter and shall be valid and in effect from and after the date the rule is adopted.

(c) The City Recorder shall compile all adopted rules, which shall be supplemented and revised as necessary. A copy of the compilation shall be made available to the public and may be made available in electronic form.

1.15.8. Council Review of Administrative Rules. The City Council, upon its own motion, may review a proposed administrative rule. When reviewing a rule, the City Council shall determine whether the rule is within the scope of the provision of the Code authorizing the rule's adoption, and whether the rule is duplicative of, or conflicts with, another rule or other federal, state or local law or regulation, or is outside of the range of rulemaking authority. If the City Council finds a proposed rule is not within the scope of the provision, or is duplicative of or in conflict with another law or regulation, the rule shall be amended or revised, or new rulemaking proceedings may be initiated. If the City Council find a proposed rule is outside of the range of rulemaking authority, the City Council shall clarify the range of rulemaking authority, and shall direct the rule be revised to reflect such authority, or that the rulemaking proceeding be abandoned.

ENFORCEMENT PROCEEDINGS AND CIVIL PENALTIES

1.15.9. Initiation of Enforcement Proceedings.

(a) Proceeding for enforcement of the Code, including abatement of nuisances and enforcement of land use regulations, shall be initiated by the issuance of an abatement notice.

(b) Prior to issuing an abatement notice, the enforcement officer may pursue such attempts as are reasonable in light of the circumstances to secure voluntary correction of the violation. If the attempts to secure voluntary correction are unsuccessful, the enforcement officer may issue an abatement notice, which shall give not less than ten business days to correct the violation.

(c) Notwithstanding subsection (b) of this section, the enforcement officer may issue an abatement notice without having made attempts to secure voluntary correction where the violation poses an

imminent threat to public health, safety, or welfare; was knowing and intentional; or was a repeat of a similar violation. If an order is issued pursuant to this subsection, the order shall set forth a time certain within which correction of the violation must be completed, which may be as soon as is practicable under the circumstances.

(d) An abatement notice shall contain:

(1) Reference to the particular Code provision that is alleged to have been violated;

(2) A short and plain statement of the matters asserted or charged;

(3) A statement of the action required to remedy the violation;

(4) The date on which the abatement notice was issued and the date time by which the violation must be corrected;

(5) If a civil penalty is authorized, a statement that a civil penalty may be, or has been, assessed, and the maximum amount of the penalty per day;

(6) A statement of the right to appeal the abatement notice to the hearings officer;

(7) A short and plain statement of the appeal procedure; and

(8) A statement that if a notice of appeal is not filed within the time allowed, the person will have waived the right to review of the abatement notice.

(e) Any abatement notice issued in substantial compliance with subsection (d) of this section shall be valid from and after the date the order is issued.

1.15.10. Delivery of Abatement notice. The abatement notice shall be delivered to the person, or sent to the person by first class mail and, in the case of nuisance abatement, by any one of the following: certified or registered mail, return receipt requested, or express mail, addressed to the person's last known residence or business address. Refusal to accept the registered or certified mail shall not be deemed to, and shall not, render the notice invalid.

1.15.15. Appeal from Abatement notice.

(a) A person who has been issued an abatement notice may appeal the order by filing a notice of appeal with the City Recorder. The notice of appeal must be filed within fifteen business days after the date notice is delivered to the person or the person is deemed to have been received by the person under OMC Title 1.

(b) The notice of appeal shall contain:

(1) The name, address and telephone number of the appellant;

(2) A copy of the abatement notice;

(3) The basis for the appeal, stating with specificity why the abatement notice was issued in error, based on one or more of the following:

(A) The abatement notice was issued in violation of, or is inconsistent with, the Code;

(B) The abatement notice was issued in violation of, or is inconsistent with a rule; or

(C) The abatement notice is not supported by a factual basis; or

(D) The abatement notice is in violation of other applicable federal, state or local law.

(c) The notice of appeal shall be accompanied by an appeal fee, as established by resolution of the City Council. The appeal fee is not refundable unless the hearings officer finds the abatement notice was not well founded in law or fact, in which case the appeal fee shall be refunded in full.

(d) The hearings officer's hearing upon the appeal shall be limited to the reasons the abatement notice is incorrect, as set forth in the notice of appeal. A notice of appeal that is untimely filed shall be dismissed by the hearings officer. Failure to file a notice of appeal shall be a waiver of all right to review of the abatement notice.

1.15.12. Effective Date; Finality. An abatement notice shall be effective upon issuance, and shall become final upon expiration of the time for filing a notice of appeal. If an appeal of the abatement

notice is timely filed, the abatement notice shall become final upon issuance of the hearings officer's decision affirming the abatement notice.

1.15.13. Alternative Dispute Resolution.

(a) Unless otherwise precluded by law, a person who has filed a valid, timely notice of appeal and the enforcement officer may agree to use alternative methods of dispute resolution to resolve the issues arising out of an abatement notice. Alternative dispute resolution may include any collaborative method designed to encourage the parties to work together to develop a mutually agreeable solution, such as negotiation, mediation, use of a facilitator or a neutral fact-finder, or settlement conferences, but does not include binding arbitration.

(b) Final disposition of any issue arising out of an abatement notice may, unless precluded by law, be made by stipulation, agreed settlement, or consent order, entered by the hearings officer. A stipulation, agreed settlement or consent order must be in writing and signed by the appellant and the enforcement officer. By signing such an agreement, the parties waive the right to a contested case hearing and to judicial review.

CIVIL PENALTIES

1.15.14. Imposition of Civil Penalty.

(a) When a person has violated a provision of the Code that provides for the imposition of a civil penalty, the enforcement officer may impose a civil penalty as provided in this section.

(b) After the date and time set forth in the abatement notice to correct a violation that provides for a civil penalty has elapsed, the enforcement officer shall determine whether correction is complete. If correction is not complete, the enforcement officer may assess civil penalty and issue a notice of civil penalty.

(c) Notwithstanding subsection (b) of this section, the enforcement officer may assess a civil penalty as part of an abatement notice if the enforcement officer finds the violation was knowing or intentional, is a repeat of a similar violation, or that it is objectively impossible to correct the violation, and include a notice of such assessment in the abatement notice.

(d) The civil penalty imposed pursuant to this section shall be in addition to:

(1) Assessments or fees for any costs incurred by the City in remediation, cleanup or abatement of a nuisance; and

(2) Any fines, assessments, or other costs imposed in any other actions authorized by federal, state or local law.

1.15.15. Criteria for Imposition of Civil Penalty. The notice of civil penalty shall set forth the amount of the penalty, which, unless otherwise specifically provided in the Code, shall not exceed \$2,000.00 per day. The amount of the civil penalty shall be based on consideration of the following criteria:

(a) The gravity and magnitude of the violation;

(b) Whether the violation was the result of events or circumstances not reasonably within the person's control, or whether the violation was the result of the person's negligent, knowing or intentional acts;

(c) The person's cooperativeness in correcting the violation;

(d) Whether the person has taken all feasible steps, or adopted necessary or appropriate procedures, to prevent future violations; and

(e) Any prior violations of the same or related provisions of the Code.

1.15.16. Notice.

(a) Notice of civil penalty shall be personally delivered to the person, or sent to the person by first class mail. Any notice served by mail shall be deemed received three business days after the date mailed if to

an address within the State of Oregon, and seven business days after the date mailed if to an address outside the State of Oregon.

(b) A notice of civil penalty shall include:

- (1)** A statement of the amount of the penalty, and the reasons therefor, based upon the criteria set forth in OMC Title 1;
- (2)** The date on which the abatement notice was issued and the date by which OMC Title 1 correction was to be made, or, if the penalty is imposed pursuant to OMC Title 1, a short and plain statement of the basis for concluding that the violation was knowing, intentional, repeated, or objectively impossible to remedy;
- (3)** A statement of the party's right to appeal the civil penalty to the hearings officer;
- (4)** A short and plain statement of the appeal procedure; and
- (5)** A statement that if a notice of appeal is not filed within the time allowed, the person will have waived the right to review of the imposition or amount of the civil penalty.

1.15.17. Effective Date; Finality. A notice of civil penalty shall be effective upon issuance, and shall become final upon expiration of the time for filing an appeal. If a notice of appeal is timely filed, the penalty shall become final upon issuance of the hearings officer's decision affirming the civil penalty.

1.15.18. Unpaid Civil Penalties to Become Liens. If a civil penalty remains unpaid thirty calendar days after such penalty becomes final, the civil penalty shall be entered in the City lien docket. The lien shall bear interest at the legal rate, which shall commence from the date of entry in the lien docket, and may be foreclosed as provided by law.

1.15.19. Appeal from Imposition of Civil Penalty.

(a) Any person who has been issued a notice of civil penalty may appeal the imposition or amount of the civil penalty to the hearings officer, by filing a notice of appeal with the City Recorder. The notice of appeal must be filed within fifteen business days after the date notice is delivered to the person or the person is deemed to have been received by the person under OMC Title 1.

(b) The notice of appeal shall contain:

- (1)** The name and address of the appellant;
- (2)** A copy of the notice of civil penalty being appealed; and
- (3)** The basis for the appeal, stating with specificity:
 - (A)** Why the imposition of the civil penalty is in error, based on one of the following:
 - (i)** If the civil penalty is issued pursuant to OMC Title 1 the person had completed correction of the violation within the time stated in the abatement notice;
 - (ii)** If the civil penalty was issued pursuant to OMC Title 1 that the violation was not knowing or intentional, or a repeat of a similar violation, or the person demonstrated that the violation was not objectively impossible to correct by correcting the violation.
 - (B)** Why the amount of the civil penalty is not supported by a factual basis, based on the criteria set forth in OMC Title 1.

(c) The notice of appeal shall be accompanied by an appeal fee, as established by resolution of the City Council. The appeal fee is non-refundable, unless the hearings officer finds that the issuance of the civil penalty was not well founded in law or fact, in which case the appeal fee shall be refunded in full.

(d) The hearings officer's hearing upon the appeal shall be limited to the reasons the imposition or amount of the civil penalty is incorrect, as set forth in the notice of appeal. A notice of appeal filed after the period provided for filing an appeal shall be dismissed by the hearings officer as untimely. Failure to appeal as provided in this section shall be a waiver of all right to review the imposition or amount of the civil penalty.

CONTESTED CASE PROCEDURES

1.15.20. Adoption of Rules for Contested Case Proceedings. The hearings officer may adopt rules, procedures, and forms not inconsistent with this Chapter to govern the procedure and the conduct of contested case hearings. All rules shall be effective upon adoption by the hearings officer. All rules shall be filed with the City Recorder, and shall be made available to the public upon request.

1.15.21. Setting Hearings. Upon the filing of a notice of appeal, the hearings officer shall set a time, date, and place for the hearing. The date shall be not less than twenty business days nor more than sixty business days after the date the notice of appeal is filed. The hearings officer may postpone, continue, or reschedule any hearing with the consent of all parties or on the motion of any party for good cause shown.

1.15.22. Notice of Hearing.

(a) The hearings officer shall send a notice of the hearing, together with a true copy of the notice of appeal, to all parties not less than twenty business days prior to the date set for hearing. The hearings officer may authorize a shorter period when it appears that the alleged violation poses an imminent hazard to public health, safety, or welfare. The notice of hearing shall specify the time, date, and place of the hearing.

(b) Notice may be given by any method or combination of methods which, under the circumstances, is reasonably likely to apprise the parties of the hearing, including, but not limited to:

(1) Personal service;

(2) By mailing a copy of the notice to the appellant and the enforcement officer by first class mail addressed to the residence or business address of the appellant as set forth in the notice of appeal, and to the enforcement officer at the enforcement officer's business address. The notice shall be deemed received three business days after the date mailed if to an address within the State of Oregon, and seven business days after the date mailed if to an address outside the State of Oregon; and

(3) Any method authorized by the Oregon Rules of Civil Procedure for the service of summons.

(c) Notice of the hearing shall also be provided to:

(1) The tenants, residents, and lessees of any building or structure if the hearings officer's decision or order could result in the vacation, closure, or demolition of a building or structure;

(2) Any other person who has an interest in property, as reflected in the county deed records, that would be adversely affected by the hearings officer's decision or order;

(3) Any person who has requested such notification of the hearing, in writing. The hearings officer may provide by rule for the manner and means of giving notice to such persons in a manner reasonably calculated to provide such persons with actual notice of the hearing.

(d) The failure of any person to receive actual notice of the hearing shall not invalidate any decision or order of the hearings officer.

1.15.23. Stay of Abatement notice.

(a) Unless otherwise provided by law, any person who timely files a notice of appeal may file a request to stay the abatement notice with the hearings officer.

(b) The request to stay shall contain:

(1) The name, address and telephone number of the person filing the request;

(2) A copy of the abatement notice;

(3) The name, address and telephone number of any other parties to the enforcement action;

(4) If the person is represented by an attorney, the name, address and telephone number of the attorney; and

(5) A statement of facts making a showing that:

(A) The person will suffer irreparable injury if the stay is not granted;

(B) There is a reasonable basis to claim that the abatement notice was issued in error; and

(C) Granting the stay will not result in substantial public harm.

(c) The request must be delivered to the enforcement officer and any other party identified in the request, at the same time the request is filed with the hearings officer.

(d) The hearings officer may conduct further proceedings pertaining to the request for stay, including taking further evidence. The enforcement officer may present additional evidence in response to the request for a stay.

(e) The hearings officer shall issue an order granting or denying the request for stay within fifteen calendar days after receipt. The hearings officer shall:

(1) Grant the stay upon finding of irreparable injury to the appellant and the existence of reasonable basis for claim the abatement notice was issued in error. The hearings officer may impose reasonable conditions upon the stay, including but not limited to, posting of a bond, irrevocable letter of credit or other undertaking;

(2) Deny the stay upon a finding that the appellant failed to show irreparable injury or failed to show the existence of a reasonable basis for the claim of the abatement notice was issued in error; or

(3) Deny the stay upon a finding that substantial public harm would result from granting the stay, notwithstanding the appellant's showing of irreparable injury and showing of the existence of reasonable basis for the claim of the abatement notice was issued in error.

1.15.24. Informal Resolution.

(a) Unless precluded by law, informal disposition of any contested case may be made, with or without a hearing, by stipulation, consent order, or agreed settlement; provided, however, after issuance of a notice of hearing, no building occupied as a residential structure may be vacated based on an informal disposition, unless approved by the hearings officer.

(b) Any informal disposition of a contested case must be in writing and signed by the party or parties. The hearings officer shall incorporate that disposition into a final order. The hearings officer shall deliver or mail a copy of the order to each party, or, if applicable, to the party's attorney of record. An order that incorporates an informal disposition is a final order in a contested case, but is not subject to judicial review.

1.15.25. Subpoenas.

(a) The hearings officer may issue subpoenas to any party upon a showing of general relevance and reasonable scope of the evidence sought. Witnesses appearing pursuant to subpoena, other than the parties or officers or employees of the City, shall receive fees and mileage as provided for witnesses in actions in municipal court.

(b) If any person fails to comply with any subpoena or any party or witness refuses to testify on any matters on which the party or witness may be lawfully interrogated, the judge of the Malheur County Municipal Court or the circuit court of any county of the State of Oregon, on the application of the hearings officer, may compel obedience by proceedings for contempt as in the case of disobedience of the requirements of a subpoena issued from such court or a refusal to testify therein.

1.15.26. Discovery.

(a) **Production of Documents and Things.** Upon written request by the appellant or the enforcement officer, and a showing of the general relevance, the hearings officer shall enter an order directing the other party to provide a list of witnesses, grant permission to enter upon land to inspect the land or other property, and any books, papers, documents, photographs or tangible objects which the party intends to offer into evidence at hearing. Before requesting a discovery order, the party must seek discovery through an informal exchange of information.

(1) All discovery requests shall be made not less than fifteen business days prior to the hearing. All discovery shall be provided not less than eight business days prior to hearing.

(2) Failure to provide requested discovery shall prevent the introduction of such evidence, unless the party can demonstrate good cause why the discovery was not provided.

(3) The hearings officer's order may require the party requesting discovery to pay the reasonable costs associated with producing the discovery.

(4) Nothing in this subsection shall require the production of any documents subject to any privilege recognized under the Oregon Evidence Code, including, but not limited to, documents subject to attorney-client privilege, or require the production of a document that is exempt from disclosure under Oregon Public Records Law.

(b) Depositions. On petition of any party, the hearings officer may order the testimony of any material witness and may be taken by deposition in the manner prescribed by law for depositions in civil actions or by the use of audio or audio-visual recordings. The petition shall set forth the name and address of the witness whose testimony is desired, a showing of the materiality of the testimony of the witness, an explanation of why a deposition rather than informal or other means of discovery is necessary, and a request for an order that the testimony of such witness be taken before an officer named in the petition for that purpose. If the witness resides within the State of Oregon and is unwilling to appear, the hearings officer may issue a subpoena to require the person's appearance at the deposition. Unless expressly provided by law or expressly agreed upon by the enforcement officer, a hearings officer may not authorize a party to take depositions that are to be paid for by the City. The cost of a deposition shall be borne by the party seeking to take the deposition.

1.15.27. Late Filing of Documents. Unless otherwise provided by law, when a party or enforcement authority fails to file any document in a contested case proceeding, other than a request for hearing, within the time specified, the late filing may be accepted if the hearings officer, upon written explanation of the reason for the late filing, determines that there was good cause for failure to file the document within the required time.

1.15.28. Prehearing Notice.

(a) Prior to the commencement of a contested hearing, the hearings officer shall inform each party, either orally or in writing, of the following:

(1) A general description of the hearing procedure;

(2) That a record will be made of the proceedings, the manner of making the record, and its availability to the parties;

(3) The function of the record with respect to any appeal;

(4) That the City may be represented by an attorney;

(5) That the hearings officer will preside over the hearing, and will make a final decision, and that the hearings officer has the authority to make a final independent determination on the merits;

(6) That a party may, during the course of the proceedings, request a recess if the party determines representation by an attorney is necessary for the protection of the party's rights; and

(7) A description of the process for judicial review of the hearings officer's decision.

(b) The failure to give notice of any item specified in subsection (a) of this section, shall not invalidate any order of the hearings officer, unless upon judicial review, a court finds that the failure prejudiced the substantial rights of the party. In the event of such a finding, the court shall remand the matter to the hearings officer, who shall reopen the hearing and take whatever steps are necessary to remedy any prejudice to the rights of the party.

1.15.29. Hearings Procedure.

(a) The hearing shall be conducted, subject to the discretion of the hearings officer, as follows:

(1) Opening statements of the parties or the parties' legal counsel;

(2) The evidence of the party with the initial burden of proof in support of its action, as set forth in OMC Title 1.

(3) The evidence of the other parties;

(4) Any rebuttal evidence; and

(5) Any closing arguments.

(b) The hearings officer, the enforcement officer, the appellant, and legal counsel for the parties may question witnesses.

(c) Parties may be represented by counsel, who may respond to and present evidence and argument on all issues involved in the hearing.

(d) Exhibits shall be marked, numbered, and maintained by the hearings officer as part of the record of the proceedings.

(e) The hearings officer may request that any closing arguments be submitted in writing or be made orally.

1.15.30. Rules of Evidence. The following rules of evidence shall apply in contested case proceedings:

(a) **Oregon Evidence Code Inapplicable.** Except as otherwise specifically provided herein, the technical rules relating to evidence and witnesses set forth in the Oregon Evidence Code shall not apply in contested case proceedings.

(b) **Witnesses and Evidence.** Each party shall have the right to:

(1) Call and examine witnesses on any matter relevant to the issues of the hearing;

(2) Introduce documentary and physical evidence;

(3) Cross-examine opposing witnesses on any matter relevant to the issues of the hearing;

(4) Present rebuttal evidence; and

(5) Be represented by anyone who is lawfully permitted to do so.

(c) **Admissibility of Evidence.** Any relevant evidence may be received which is of the type that a reasonably prudent person would rely on in the conduct of their serious affairs. Relevant evidence means evidence having any tendency to make the existence or nonexistence of any fact that is of consequence to the appeal more probable or less probable than it would be without the evidence.

(d) **Testimony on Oath or Affirmation.** Testimony shall be taken upon oath or affirmation, which may be administered by the hearings officer.

(e) **Burden of Proof.** The burden of proof shall be by a preponderance of the evidence, and the initial burden of proof shall be as follows:

(1) In an appeal from the issuance of an abatement notice, the City shall have the burden of proving the reasons why the abatement notice was properly issued.

(2) In an appeal from the imposition or the amount of a civil penalty, the City shall have the burden of proving the imposition, or the amount, of the civil penalty was correct.

(3) In an appeal from the denial of a issuance or renewal of a license or permit, the applicant for the license or permit shall have the burden of proving entitlement to the license or permit, or renewal thereof.

(4) In an appeal from the revocation or suspension of a license or permit, the City shall have the burden of proving that the revocation or suspension was proper.

(f) **Burden of Production.** The burden of presenting evidence to support a fact or proposition rest with the proponent of the fact or proposition.

(g) **Exclusion of Evidence.** Irrelevant or unduly repetitious evidence may be excluded.

(h) **Privileges.** Privileges afforded by Oregon law shall be recognized by the hearings officer.

(i) **Objections.** Evidence objected to may be received by the hearings officer. If the hearings officer does not rule on its admissibility at the hearing, the hearings officer shall do so either on the record before a final order is issued or in the final order. The hearings officer shall accept an offer of proof made for excluded evidence, which shall contain sufficient detail to allow the reviewing court to determine whether the evidence was properly excluded. The hearings officer may direct that the offer be oral or written and at what stage in the proceeding it can be made, and may place reasonable limits on the offer of proof, including time devoted to an oral offer or number of pages in a written offer.

(j) Ex Parte Communications.

(1) An ex parte communication is an oral or written communication outside of the contested case proceeding, and without the knowledge or consent of other parties or the parties' legal counsel, made directly or indirectly to the hearings officer that relates to a legal or factual issue in the pending contested case proceeding. Ex parte communications to the hearings officer are prohibited.

(2) If an ex parte oral or written communication occurs with the hearings officer, the hearings officer shall disclose the existence and substance of the ex parte contact on the record, and shall not consider the substance of the ex parte contact as part of the hearing officer's decision making process.

(k) Official Notice.

(1) Official notice may be taken, either before or after the submission of a case for decision, of official records, statutes, administrative rules and regulations and ordinances.

(2) Official notice may be taken of general, technical or scientific facts within the knowledge of the hearings officer, provided the parties are informed of the hearings officer's intent to take official notice, and the parties are given the opportunity to present rebuttal evidence. If rebuttal evidence is presented, the hearings officer shall rule in the final order on whether the facts are to be considered evidence in the proceeding.

(l) Inspection of Premises. The hearings officer may inspect any building or premises involved in the proceeding, provided that notice of the inspection is given to the parties prior to the time the inspection is made, all parties have an opportunity to be present at the inspection, and material facts observed and conclusions drawn from such observation are stated for the record at the time of the completion of the inspection.

1.15.31. Transmittal of Questions to the Enforcement Officer. The hearings officer may submit questions regarding the enforcement officer's interpretation of the applicable provisions of the Code transmitted, in writing, to the enforcement officer. The submission shall include a summary of the matter in which the question arises and shall be served on the enforcement officer and the appellant in any manner allowed by OMC Title 1.

1.15.32. Exclusion of Witnesses; Removal of Disruptive Individuals. The hearings officer may exclude witnesses from the hearing, except for a party, a party's authorized representative, and the enforcement officer. A hearings officer may expel any person from the contested case hearing if that person engages in conduct that disrupts the hearing.

1.15.33. Record.

(a) The record in a contested case shall include:

(1) All pleadings and intermediate rulings;

(2) Evidence and testimony received;

(3) Stipulations of the parties;

(4) A statement of matters officially noticed;

(5) Questions and offers of proof, objections and rulings thereon;

(6) Proposed findings and exceptions; and

(7) Any proposed order, and the final order prepared by the hearings officer.

(b) A tape recording or other electronic recording shall be made of all testimony. The recording need not be transcribed unless requested for purposes of rehearing or judicial review. The party requesting transcription shall be charged the cost of transcription.

1.15.34. Final Order.

(a) The hearings officer shall issue a final order within forty-five business days of the close of the hearing. Every final order shall be in writing.

(b) Unless otherwise stipulated by the parties, a final order shall be accompanied by findings of fact and conclusions of law. The findings of fact shall consist of a concise statement of the underlying facts supporting the findings as to each contested issue and as to each ultimate fact required to support the final order. The findings of fact and conclusions of law may be orally stated on the record by the hearings officer and those findings and conclusions incorporated in the written order by reference.

(c) The hearings officer shall notify the parties to a proceeding of a final order by delivering or mailing a copy of the final order and any accompanying findings and conclusions by first class mail to each party, or, if applicable, to the party's attorney of record.

(d) Every final order shall include a citation to the statute or statutes under which the order may be subject to judicial review.

1.15.35. Default; Requests to Set Aside Default.

(a) The hearings officer shall issue a final order by default when a party fails to appear at the time and place set for the hearing. The hearings officer may issue a final order by default only upon a prima facie case made by the enforcement officer on the record. The hearings officer shall notify the party in default of the entry of a final order by default by delivering or mailing a copy of the order by first class mail to the party and, if applicable, to the party's attorney of record.

(b) The hearings officer may grant a request to set aside an order of default, if such request is filed with the hearings officer no later than sixty days after the entry of the final order of default, and the party demonstrates by clear and convincing evidence that the cause for failure to appear at the hearing was beyond the party's reasonable control. In determining whether to grant a request to set aside a default under this subsection, the hearings officer may such further inquiry into the reasons for the party's failure to appear as the hearings officer deems appropriate.

(c) If the request to set aside the default is granted, the hearings officer shall enter an order granting the request and set the matter for hearing. If the request is denied, the hearings officer shall enter an order setting forth reasons for the denial.

1.15.36. Reconsideration or Rehearing.

(a) A party may file a petition for reconsideration or rehearing within thirty calendar days after the final order was mailed. A copy of the petition shall also be personally delivered or mailed by first class mail to all parties to the proceeding. The petition may be granted or denied by summary order and, if no action is taken, shall be deemed denied.

(b) The petition shall set forth the specific grounds for reconsideration, and may be supported by a written argument. If the petitioner establishes good and sufficient reason for reconsideration, the hearings officer shall issue an order for rehearing.

(c) If the hearings officer determines there are good and sufficient reasons for rehearing, the hearings officer shall decide the scope of the rehearing. The hearings officer may limit the scope of the rehearing to specific issues and may issue a new or amended final order, or reaffirm the original final order.

(d) The hearings officer at any time and upon a showing of due diligence, may set aside, modify, vacate, or stay any final order, or re-open any proceeding for additional hearing, when necessary to prevent a clear and manifest injustice to a party or other person adversely affected by such order.

1.15.37. Remedies.

(a) On review, the hearings officer may affirm, modify, reverse or vacate the decision or determination appealed from or remand the decision or determination to the enforcement officer for such reconsideration, additional consideration, or further action as the hearings officer may direct. The

hearings officer may issue an order an appellant found in violation of any applicable provision of the Code to comply with the applicable provision, within such time as the hearings officer may by order allow. By way of illustration, but not limitation, the order may require such party to do any or all of the following:

- (1)** Make all necessary repairs, modifications, and/or improvements to any structure, real property, or equipment involved;
- (2)** Abate or remove any nuisance;
- (3)** Change the use of the building, structure, or real property involved;
- (4)** Install any equipment necessary to achieve compliance;
- (5)** Order a building or structure vacated or demolished, when it reasonably appears that such measures are required to protect public health, safety, or welfare and direct that the property owner undertake any and all interim measures, as may be necessary to protect public health, safety and welfare. If a residential structure is ordered vacated pursuant to Title 7, and the City relocates the tenants of such property, then the cost incurred by the City for relocating the tenants as provided by ORS 90.450 shall be an assessment lien upon the property from which the tenants are relocated;
- (6)** Pay a civil penalty of up to \$2,000 per day that the violation continues;
- (7)** Undertake any other action reasonably necessary to correct the violation or mitigate the effects thereof.

(b) Assessments.

(1) A notice and statement of costs incurred by the City and civil penalties assessed under this section to the person, shall be personally delivered to the person by the enforcement officer, or mailed by the enforcement officer to the person by first class mail and by any one of the following: certified or registered mail, return receipt requested, or express mail, addressed to the person's last known residence or business address. Any notice and statement served by mail shall be deemed received three calendar days after the date mailed if to an address within the State of Oregon, and seven calendar days after the date mailed if to an address outside the State of Oregon. Refusal to accept the registered or certified mail shall not be deemed to, and shall not, render the notice invalid.

(2) The notice and statement of costs shall contain:

- (A)** An itemized statement of costs incurred by the City;
- (B)** If a civil penalty was assessed, a statement the amount of the penalty per day;
- (C)** A statement of the right to file objections to the amount of costs with the hearings officer; and
- (D)** A statement that if no objections are filed to the notice and statement of costs within the time allowed, the person will have waived the right to review of the notice and statement of costs.

(3) The enforcement officer shall file a copy of notice and statement of costs with the hearings officer along with a copy of proof of service upon the person. If no objection to such statement is filed by the person with the hearings officer within fifteen calendar days from the date of service or mailing, the hearings officer shall certify such statement and forward the same to the Finance Director who shall forthwith enter the same as an abatement lien in the City lien docket.

(A) If an objection to the statement is received within the fifteen-day period, the hearings officer shall schedule and hold a hearing on the objection. The hearing shall be limited to whether the costs incurred by the City were correct, proper and reasonable, or whether the civil penalty was correctly calculated.

(B) After the hearing, the hearings officer shall certify the costs, or such part of the costs as the hearings officer determines were correct, proper and reasonable, and forward it to the Finance Director who shall enter it into the City lien docket. The hearings officer shall certify to the Finance Director the correct amount of any civil penalty imposed, and the Finance Director shall enter the civil penalty into the City lien docket.

(C) Liens imposed pursuant to this section may be collected or foreclosed as provided by law.

(D) In addition to the lien imposed under this section, any person found to be in violation of the Code shall be personally liable for costs incurred by the City pursuant to subsection (a) of this section, and for any civil penalty imposed by the hearings officer. In cases of a person found to be in violation of the

Code as owners of property, the persons shall be personally liable hereunder only if they have control of the property, the legal authority to correct the violation, and knowingly or recklessly committed the violation.

1.15.38. Appeal of Hearings Officer's Decision or Order. Appeal of a final decision or order of the hearings officer shall be by writ of review to the Circuit Court of Malheur County, Oregon, as provided in ORS 34.010-34.100, and not otherwise.

1.15.39. Enforcement. The City may institute appropriate suit or legal action in any court of competent jurisdiction to enforce the provisions of any decision or order of the hearings officer.

1.15.40 Office of Hearings Officer Created; Qualifications; Duties and Powers

(a) There is hereby created the position of Hearings Officer. The City Council shall appoint one or more qualified persons to serve as Hearings Officer, who shall serve at the pleasure of the City Council. The Hearings Officer shall have the authority to hear any matter committed to the Hearings Officer by the Ontario Revised Code, or referred to the Hearings Officer by the City Council.

(b) Hearings Officers shall have the power to conduct quasi-judicial hearings, to serve as the expedited land division referee, to administer oaths or affirmations, to serve as a special master and make findings of fact in matters referred by the City Council, to prepare a record of quasi-judicial proceedings, and to make findings of fact and conclusions of law in all quasi-judicial proceedings heard by the Hearings Officer.

Section 3. The following Title 7, Chapter 1, Section 1, entitled "General Provisions", has been revised, and shall read as amended; sections not addressed shall remain in full force and effect:

7.1.1 GENERAL PROVISIONS

A) Short Title. This chapter shall be known and may be cited as the Property Maintenance Code.

B) Purpose. The council finds and declares that conditions tending to reduce the value of private property, that promote blight and deterioration, that are attractive nuisances creating a hazard to the health and safety of minors, that create a harborage for pests, may be injurious to the health, safety and general welfare of the public.

C) Scope. This chapter is to protect the public health, safety and general welfare by regulating existing structures, residential and nonresidential, and existing premises by establishing minimum requirements and standards for structures and premises for the protection from the elements, life safety, other hazards, and for safe and sanitary maintenance; fixing the responsibility of owners and occupants; and for administration, enforcement and penalties.

D) Intent. This chapter shall be construed to secure and ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing

structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health, safety and maintenance as required herein.

E) Definitions; Rules of Construction.

(a) Unless the context otherwise specifically requires, for purposes of this Chapter, the following terms and phrases mean:

(1) Abandoned Structure means a vacant structure that is an attractive nuisance.

(2) Ashes means the residue of the combustion of solid fuels.

(3) Attractive Nuisance means buildings, structures, or premises that are in an unsecured, derelict or dangerous condition so as potentially to constitute an attraction to minors, vagrants, criminals or other unauthorized persons, or so as to enable persons to resort thereto for the purpose of committing an unlawful act.

(4) Basement means that portion of a building or structure which is partly or completely below grade.

(5) Boarded means the securing of an unoccupied building or structure against entry by the placement of material such as plywood, boards, or other similar material over openings that are designed or intended for windows or doors, where the materials are visible off the premises and where the materials are not lawfully or customarily installed on a building or structure that would be occupied.

(6) Building means any structure designed for habitation, shelter, storage, trade, manufacture, business, education, or other similar purposes.

(7) Building Code means the specialty codes applicable in the City of Ontario provided in Planning and Zoning Development Standards.

(8) Building Official means the administrator of the Building and Safety Division of the Community Development Department, or the administrator's designee.

(9) Bulk Solid Waste means discarded bedding, mattresses and furniture, junk, yard debris, uprooted tree stumps, demolition or construction debris, or other nonputrefactive and nonhazardous materials not placed in a receptacle, or too large to be placed into a receptacle.

(10) Deterioration means a lowering in the quality, condition or appearance of a building or structure, characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or any other evidence of physical decay, neglect, excessive use or lack of maintenance.

(11) Derelict structure means a building or structure that is unfit for human habitation, or poses an incipient hazard, or is detrimental to public health, safety or welfare, as a result of one or more of the following conditions:

(a) Is unoccupied and unsecured;

(b) Is partially constructed;

(c) Is an abandoned structure or attractive nuisance;

(d) Is in condition of deterioration;

(e) Has an infestation of pests;

(f) Has doors or windows boarded over, or;

(g) Other condition that in the opinion of the Health Officer is detrimental to public health, safety or welfare.

(12) Director means the City Manager, or the department head charged by the City Manager with the implementation and enforcement of this Chapter, or that department head's designee.

(13) Dwelling Unit means a single unit within a building providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. As used in this Chapter, dwelling unit includes, as the context requires, single family dwellings, duplexes, triplexes, condominiums, residential trailers, mobile homes, manufactured homes, multi-family dwellings, and single units therein.

(14) Extermination means the control, elimination and removal of pests by eliminating harborage places; by removing or making inaccessible materials that serve as food; by poison spraying, fumigating, trapping or by any other pest elimination method approved by the Health Officer.

(15) Garbage means all classes of putrefactive and easily decomposable animal and vegetable matter, including, without limitation, wastes produced from the handling and preparation of food, and packaging originally used for foodstuffs.

(16) Hazardous Solid Waste means any solid waste which, in the opinion of the Health Officer, would constitute a danger to collection personnel or to anyone who may come in contact with such solid waste, and includes, without limitation, any hazardous waste as defined in ORS 466.005(7) as may be amended.

(17) Hazardous Thicket means blackberry vines or other thickets that conceal trash, debris, or junk; or create a harborage for people involved in criminal activity or for products used for unlawful activity; or that encroach upon the public right of way, or private property of another in a manner that may be hazardous.

(18) Health Officer means the City Manager, or the department head charged by the City Manager with the implementation and enforcement of this Chapter, or that department head's designee.

(19) Hearings Officer means the person or persons appointed by the City Council to serve as the Hearings Officer pursuant to Ontario Municipal Code 1.15.40.

(20) Imminent Hazard means any condition of deterioration that places public health, safety or welfare in high risk of peril, when the peril is immediate, impending, or on the point of happening.

(21) Incipient Hazard means any condition that can become an imminent hazard if further deterioration is allowed to occur.

(22) Indoor Fixture means any item that is designed to be used indoors or otherwise protected from environmental elements, including, but not limited to, heating, plumbing and electrical fixtures.

(23) Indoor Furnishing means any item that is designed to be used indoors or otherwise protected from environmental elements including, but not limited to, upholstered furniture, indoor appliances and indoor carpet.

(24) Infestation means the presence of pests in large numbers that are harmful or bothersome within or adjacent to a building or structure or upon a premises.

(25) Junk means articles of personal property that have outlived their usefulness in their original form, or articles of personal property that have been discarded and are no longer used for their manufactured purpose, regardless of value. As used in this Chapter the term “junk” includes, but is not limited to: (a) any derelict motor vehicle, trailer, or boat, i.e., any used motor vehicle, trailer, or boat without a vehicle license or with an expired license; (b) neglected motor vehicle, trailer, or boat, i.e., a motor vehicle, trailer, or boat, that is missing critical parts required for the normal and legal operation of the vehicle, but has all of its body parts intact, including fenders, hood, trunk, glass, and tires; or (c) wrecked motor vehicle, trailer, or boat or part thereof, i.e., a motor vehicle, trailer, or boat, that is dismantled or partially dismantled, or having a broken or missing window or windshield, or lacking a wheel or tire; (d) machinery or parts thereof that are inoperative, worn out, or in a state of disrepair; (e) any appliances or parts thereof that are inoperative, worn out, or in a state of disrepair; (f) any worn out or dilapidated indoor fixtures or furnishings, or parts thereof; (g) any bulk solid waste; and (h) solid waste items that are of a type or quantity inconsistent with normal and usual use such as wood, metal, scrap and other similar items.

(26) Legally occupied means the use of premises for a purpose authorized by law, including the building code and zone code. For the purposes of this Chapter, a premises shall be considered legally occupied, even if presently vacant, as long as the premises is maintained in compliance with the provisions of this Chapter, and in the case of a building or structure, conditions that would qualify the building or structure as derelict are not present.

(27) Let for occupancy or let means to permit, to provide, or to offer possession or occupancy of a dwelling unit, building, structure or premises, pursuant to a lease, permit, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

(28) Noxious Vegetation means weeds more than ten inches in height; grass more than ten inches in height; rank or dead vegetation; poison oak, poison hemlock, poison ivy; hazardous thickets; or other rank, noxious, and dangerous vegetation that is a health hazard; a fire hazard; or a traffic hazard because it impairs the view of a public right-of-way or otherwise makes use of the public right-of-way hazardous. This definition shall not include agriculture crops, endangered riparian grasses that have not come to seed and wet land grasses that are neither a fire nor a traffic hazard.

(29) Occupancy means the purpose for which a building, structure or premises is used or intended to be used.

(30) Occupant means any person living or sleeping in a building or structure, or having possession of a space within a building or structure or possession of a premise.

(31) Owner means the person recorded in the official records of the state, county or city as holding title to premises, and that person's agent; any person who has purchased or otherwise acquired a premises but whose ownership is not yet reflected in the official records of the state, county or city; a trustee, executor, administrator, guardian or mortgagee in possession and having control of the premises; a person who has care and control of a premises in the case of the absence or disability of the person holding title thereto; a lessee or tenant in possession.

(32) Partially Constructed means an occupied or vacant structure or portion thereof, has been left in a state of partial construction for more than six months, or that has not been completed prior to the expiration of any building permit.

(33) Person means an individual, corporation, Limited Liability Company, cooperative, association, partnership, or any other entity in law or fact.

(34) Person in Charge of Property means an agent, occupant, lessee, tenant, contract, purchaser, or other person having possession or control of property or the supervision of any construction project.

(35) Person Responsible means the person responsible for abating a nuisance shall include the owner and/or the person in charge of property as defined above.

(36) Pests means animals detrimental to humans or human concerns including, but not limited to, insects, rodents, rats or vermin.

(37) Premises means a lot, or parcel of land, including any buildings or structures thereon.

(38) Rank Vegetation means any vegetation existing in a state of uncontrolled growth or without commonly recognized vegetation maintenance or management practices applied.

(39) Receptacle means a trash can, cart, bin, container, drop box or other vessel used for the disposal of solid waste that has been approved by the City Manager and into which solid waste, compostable material, mixed compostables, recyclable material or mixed recycling may be placed for such disposal.

(40) Recycling means the process of transforming waste into new or different products in such a manner that the original waste products may lose their identity. Recycling includes collection, transportation and storage of waste that places the waste in the stream of commerce for recycling, resource recovery or utilization.

(41) Remediation means the elimination or correction of a condition, including, but not limited to, repair, replacement, restoration or removal.

(42) Rubbish means worthless, discarded material, including, but not limited to, cardboard, plastic, glass, paper, rags, sweepings, wood, rubber, leather, and similar waste materials that ordinarily may accumulate on a premises.

(43) Skilled Manner means executed in a proper manner, consistent with generally accepted standards of construction and maintenance, e.g., generally plumb, level, square, in line, undamaged, without marring adjacent work.

(44) Solid Waste means all waste, in solid, semisolid or liquid form including, but not limited to, garbage, rubbish, trash, ashes, street refuse, waste paper, corrugated material and cardboard; commercial, industrial, demolition and construction wastes; food waste, small dead animals, infectious waste as defined in ORS 459.386(4) and other wastes. As used in this Chapter, solid waste does not include sewage, sewage sludge, or sewage hauled as an incidental part of a septic tank or cesspool cleaning service or materials that are used for fertilizer, for compost or composting or for other productive agricultural or horticultural purposes.

(45) Structure means that which is built or constructed; an edifice or building of any kind, including mobile or manufactured homes and mobile outbuildings; or any work that is built up as an addition to or fixture on a premises.

(46) Temporary means a period up to 6 months in any 12 month period.

(47) Unfit for Human Habitation means a building or structure that, as found by the Health Officer, is unfit for human habitation due to; unsanitary conditions, infestation, accumulation of filth or contamination, lacks of required ventilation, illumination, sanitary or heating facilities, or is not connected to approved water or electricity, such that habitation would be injurious to the health, safety, or welfare of the occupants.

(48) Unoccupied means not legally occupied.

(49) Unsecured means unlocked or otherwise open to entry.

(50) Ventilation means the natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

(51) Waste Tire means a tire that is no longer suitable for its original intended purpose because of wear, damage, or defect.

(b) Words stated in the present tense in this Chapter include the future; the singular number includes the plural, and the plural includes the singular. Where terms are not defined in this Chapter and are defined in the state building, plumbing or mechanical codes, such terms shall have the meanings ascribed to them as in those codes. Terms not otherwise defined in this Chapter or in the state building, plumbing or mechanical codes shall have ordinarily accepted meanings. Whenever the words "dwelling unit," "dwelling," "premises," "structure," or "building" are used in this Chapter, they shall be construed as though they were followed by the words "or any part thereof."

F. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this chapter shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this chapter which shall continue in full force and effect, and to this end the provisions of this chapter are hereby declared to be severable.

G. Application of Other Codes. Nothing in this chapter shall be construed to relieve a person from complying with any federal, state or local law, including any other provisions of the Ontario Revised Code, or the requirement to obtain all necessary permits and approvals.

H. Saving Clause. This chapter shall not affect violations of any other ordinance, code or regulation existing prior to the effective date hereof, and any such violation shall be governed and shall continue to

be punishable to the full extent of the law under the provisions of those ordinances, codes or regulations in effect at the time the violation was committed.

I. Coordination of Enforcement. Whenever inspections are necessary by the health officer and any other department, the health officer shall make reasonable effort to arrange for the coordination of such inspections so as to minimize the number of visits by inspectors, and to confer with the other departments for the purpose of eliminating conflicting orders before any are issued.

J. Responsibility.

(a) Unless otherwise provided for, the health officer shall be responsible for the enforcement all of the provisions of this chapter. The health officer may appoint such number of officers, technical assistants, inspectors and other employees as shall be necessary for the administration of this chapter. The health officer is authorized to designate an employee as deputy who shall exercise all the powers of the health officer during the temporary absence or disability of the health officer.

(b) Where conditions or prohibitions under this chapter are regulated by the Building Code, the Building Official shall be responsible for making such determination and taking appropriate action as provided therein.

K. Modifications. Where there are extreme hardships involved in carrying out provisions of this chapter, the health officer shall have the right to vary or modify such provisions upon application of an owner or occupant, provided that the spirit and intent of the law is observed and that the public health, safety and welfare is assured.

L. Failure to Obey Order of Health Officer.

(a) It shall be unlawful for any person acting intentionally to refuse to obey an order by the Health Officer acting in the discharge or apparent discharge of official duty.

(b) It is no defense to a prosecution for a violation of this section that the Health Officer lacked legal authority to issue the order, provided the Health Officer was acting under color of official authority.

Section 4. The following Title 7, Chapter 1, Section 2, entitled "Nuisances enumerated", has been revised, and shall read as amended; sections not addressed shall remain in full force and effect:

7-1-2 - Nuisances enumerated.

No person shall cause or permit a nuisance on public or private property. The following are nuisances which may be abated as provided in this Code.*

(A) Animal Carcasses, Offensive Substances. The disposition of an animal carcass or part thereof, or any excrement or sewage, or industrial waste, or any putrid, nauseous, decaying, deleterious, offensive, or dangerous substance in a stream, well, spring, brook, ditch, pond, river, or other inland waters within the City, or the placing of such substances in such position that high water or natural seepage will carry the same into such waters.

No person shall permit an animal carcass owned or controlled by him to remain upon public property, or be exposed on private property, for a period of time longer than twenty-four (24) hours.

(B) Attractive Nuisance. No owner or person in charge of property shall permit thereon:

1. Unguarded machinery, equipment, or other devices which are attractive, dangerous, and accessible to children;
2. Lumber, logs, or piling placed or stored in a manner so as to be attractive, dangerous, and accessible to children; or
3. An open pit, quarry, cistern, or other excavation without safeguards or barriers to prevent such places from being used by children.

This Section shall not apply to authorized construction projects with reasonable safeguards to prevent injury or death to playing children.

(C) Debris. An accumulation of decomposed animal or vegetable matter, garbage, rubbish, manure, offal, ashes, discarded containers, waste, paper, debris, trash, hay, grass, straw, weeds, litter, rags or other refuse matter or substance which by itself or in conjunction with other substance is deleterious to public health or comfort, or is unsightly or emits an offensive odor.

(D) (Rep. by Ord. 2333, 7-6-93)

(E) Iceboxes and Other Containers. An abandoned, unattended or discarded icebox, refrigerator or other container accessible to children which has an airtight door, or lock which may not be released for opening from the inside. This definition does not include iceboxes, refrigerators or other containers offered for sale by commercial establishments provided that the same are kept within enclosures from which children are excluded at all times except business hours.

(F) Odors. Premises which are in such a state or condition as to cause an offensive odor or which are in an unsanitary condition.

(G) Privies, Cesspools. A privy, vault, cesspool, septic tank or drain which emits a noisome and offensive smell, or which is prejudicial to public health.

(H) Stagnant Water. An accumulation of stagnant or impure water which affords or might afford a breeding place for mosquitoes or other insects.

(I) Trees. A dead or decaying tree that is a hazard to the public or to persons or property on or near the property.

(J) Vision Obstructions. A tree, shrub, bush or plant higher than eighteen inches (18") above the crown of the adjacent roadway in that portion of the roadway between the property line and the curb line within twenty five feet (25') from the intersection of curb lines, if extended, at any street, avenue, or highway intersection. Where curbs have not been established, no such use of street area shall be made within fifteen feet (15') of the intersection of property lines if extended at any street, avenue, or highway intersection. The terms "bush," "shrub," or "plant," as used in this Section shall include climbers and other vegetation growing upon or supported by poles, wires or trellises.

(K) An open pit, quarry, cistern, or other excavation on property located in any residential or commercial zone within the City of Ontario which is visible from adjoining properties and/or from any portion of the public right of way.

(L) Weeds, Grass and Brush. Weeds, grass, wild blackberry bushes or brush in excess of ten inches (10") above grade.

(M) Noxious Weeds. Any of the following noxious weeds:

- (a) Puncturevine (*Tribulus terrestris*);
- (b) Kochia (*Kochia scoparia*);
- (c) Russian thistle (*Salsola kalil* aka tumbleweed);
- (d) Prickly lettuce (*Lactuca serriola*) aka Chinese lettuce;
- (e) Field bindweed (*Convolvulus arvensis*) aka morning glory;
- (f) Hoary cress (*Lepidium draba*) aka white top;
- (g) Scotch thistle (*Onopordum acanthium*);
- (h) Canada thistle (*Cirsium arvense*);
- (i) Rush Skeleton weed, (*Chondrilla juncea*);
- (j) Purple Loosestrife, (*Lythrum Salicaria*);
- (k) Yellow Starthistle, (*Centaurea Solstitialis*); and
- (l) Dandelions

The City Council may modify or expand the list of noxious weeds by resolution of the Council.

(N) Infested Trees. Infected or infested shade trees which have not been sprayed with proper spray for the eradication and control of shade tree pests.

O. Outside Storage Prohibited.

(a) Unless otherwise specifically allowed by law, it shall be unlawful to store items of personal property out-of-doors, or outside a building or structure that is not fully enclosed.

(b) Notwithstanding subsection (a) of this section, the following items of personal property may be stored outside of a building or structure:

(1) Firewood that is stacked and useable. "Useable" firewood has more wood than rot and is cut to lengths that will fit a lawful fireplace or wood stove on the premises;

(2) Construction material, if the construction material is temporarily stored in a manner to protect its utility and to prevent its deterioration and the construction material is to be used for construction on the premises;

(3) All other items of personal property which are of a type, condition or quantity consistent with normal and intended use. By way of illustration, but not limitation, as used in this section, items of personal property include barbeque grills, lawn furniture, and solid waste disposal receptacles.

P. Keeping Junk Prohibited.

(a) No person shall deposit or keep junk within a public right of way, or out-of-doors on any premises within the city, or in a building or structure that is not fully enclosed.

(b) Notwithstanding subsection (a) of this section, the following junk may be deposited or kept out-of-doors on premises within the city:

(1) Any wrecked, neglected or derelict motor vehicle, or parts thereof, kept in a motor vehicle wrecking business licensed by the city.

(2) Any derelict or neglected motor vehicle displayed by a business offering new and used motor vehicles for sale.

(3) Recyclable solid waste that has been source separated and collected in conformance with this chapter.

(4) Recyclable materials or source separated solid waste kept at a scrap and waste material establishment, operating in compliance with all applicable laws and where the materials or solid waste are enclosed by a sight obscuring fence in conformance with Ontario City Code or in a receptacle.

(5) Any waste tire kept for storage, collection, transportation, or disposal by a person licensed for that purpose by the State of Oregon.

(Q) Outdoor Storage of other non- trash Items. Outdoor storage of the following non-trash items:

(1) Indoor furniture, except that which is stored in a manner to protect its utility and prevent deterioration and is reasonably expected to be used at the property; or

(2) Accumulations of clothing and other non-trash items that are either of a type or quantity inconsistent with normal and usual outdoor storage; or

(3) Other non-trash items that are likely to obstruct or impede the necessary passage of fire or other emergency personnel.

(R) Others. Any other thing, substance, condition, or activity within the definition of a "nuisance" in Section 4-5-3 of the Ontario City Code or that is otherwise prohibited by State law, common law, other ordinances, or which is determined by the Council to be injurious or detrimental to the public health, safety, or welfare of the City.

(S) Violation of Title 7, Chapter 2 "derelict structures"

(T) Any building or structure that is a condition that poses an imminent hazard to public health, safety or welfare.

(Ord. 1698, 3-6-72; amd. Ord. 2393, 8-18-97)

(Ord. No. 2635-2009, 12-7-09; Ord. No. 2648-2010, § 1, 10-4-10)

* See also Sec. 4-5-3 of this Code, defining nuisances

Section 5. The following Title 7, Chapter 1, Section 3, entitled "General Building and Structure Maintenance", has been revised, and shall read as amended; sections not addressed shall remain in full force and effect:

7.1.3 General Exterior Building and Structure Maintenance

A. General. The exterior of a building or structure shall be maintained in good repair, so as not to be in a state of deterioration, and in a sanitary condition so as not to pose a threat to the public health, safety or welfare.

B. Exterior Surfaces. All wood and metal surfaces, including, but not limited to, window frames, doors, door frames, cornices, porches, siding and trim on buildings and structures shall be maintained in good condition, so as not to be in a state of deterioration.

C. Street Numbers. Each building or structure to which a street number has been assigned shall have such number displayed in a prominent position on the side of the building or structure closest to and easily observed and readable from the public right-of-way of the street which is the building or structure's address of record. All numbers for residential dwelling units shall be in Arabic numerals at least 4 inches high and one-half inch stroke. All numbers for all other buildings or structures, subject to this section, shall be in Arabic numerals at least three inches high and one-half inch stroke.

D. Foundation Walls. All foundation walls shall be maintained free from large open cracks and breaks and shall be kept in such condition so as to prevent the entry of pests.

E. Exterior Walls.

(a) All exterior walls of buildings or structures shall be free from holes, breaks, loose or rotting materials and shall be maintained in good condition so as not to be in a state of deterioration.

(b) The use of tarps or similar material for emergency repair, or in place of a customary building component such as siding or a door, shall not exceed 45 days in any 12 month period, except for use during construction in association with a building permit, or as a requirement included in a lawfully served Dangerous Building notice as described in Ontario Municipal Code.

F. Roofs and Drainage. The roof and flashing shall be sound, tight and not have defects that admit rain into the building or structure. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the building or structure. Roof drains, gutters and down spouts shall be free from obstructions and maintained in good repair, so as not to be in a state of deterioration. Any non-residential building or structure having originally been designed for and fitted with gutters and downspouts, shall continuously be maintained with such devices, in proper working condition and maintained so as not to be in a state of deterioration. The use of tarps or similar material for emergency repair shall be temporary, and not exceed six months in any 12 month period, except for use during construction in association with a building permit, or as a requirement included in a lawfully served Dangerous Building notice as described in Ontario Municipal Code.

G. Decorative Features. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features on a building or structure shall be maintained in good repair with proper anchorage and in a safe condition, so as not to be in a state of deterioration. When any non-residential building or structure is found to be missing a decorative feature, the Health Officer may require the missing decorative feature to be replaced with a similar material of similar size, shape, color and texture.

H. Windows and Doors. Every window, door and frame shall be kept in sound condition, good repair and weather tight. Where windows and doors have been sealed by plastic or other materials for weather proofing, said materials shall be maintained in a skilled manner. Window and door screens, while not required by this chapter, shall be maintained in a skilled manner.

I. Glazing.

(a) All glazing materials shall be maintained free from cracks and holes. Glazing with holes, cracks, or that is partially or wholly missing shall be replaced within fifteen days from the date the Health Officer issues a written notice, in compliance with the Building Code.

(b) Notwithstanding subsection (a) of this section, glazing in buildings and structures other than single family and two family dwellings need not be replaced within the fifteen-day period, if the opening has been boarded, an application for a building permit is made within the fifteen day period, a permit is subsequently issued, and replacement occurs prior to the expiration of the permit.

J. Accessory Structures. All accessory structures, such as sheds, fences, walls and other similar structures shall be erected in a skilled manner and maintained in a structurally sound condition and in good repair, so as not to be in a state of deterioration. Accessory structures covered by the Building Code shall fall under the jurisdiction of the Building Official.

K. Rodent Control

(1) Conditions Attracting Rats Prohibited. No owner or person in charge of property shall allow conditions to exist thereon or therein, which attract or are likely to attract, feed or harbor rats or mice. The conditions prohibited by this Section are nuisances and subject to abatement as provided in this Code.

(2) Certain Structures to be Rodent-Proofed. All portions of every building or other structure, other than residences, in which handling, storing or keeping any substance on which rats and mice can

feed shall be rat-proofed and rodent-proofed, either by concrete or metal or by some equally impenetrable material, so as to exclude rats and mice therefrom, whether or not the building or other structure housing such use and occupancy rests upon a basement or other support.

(3) Feed Storage Requirements. All food for chickens, horses, mules, cows, goats, pigs or other domestic animals shall be kept and stored either in a rat-proofed building or room or in rat-proof containers.

(4) Disposal of Garbage, Refuse and Waste. All garbage or refuse consisting of waste material upon which rats or mice may feed shall be placed in covered rat-proof containers of a type prescribed by the City Manager or his designee until collected by garbage haulers.

(5) Premises to be Kept Clean of Conditions Attracting Rats. All premises improved or unimproved, and all open lots, streets, sidewalks, alleys and other areas in the City shall be kept clean and free from all rubbish, as well as from loose material that might serve as a harbor for rats and mice. All lumber, boxes, barrels, loose iron and material that might harbor rats shall be placed upon supports in such manner as to provide no refuge for rats and mice.

(6) Future Improvements to be Rat-Proof. All improvements, repairs, construction and maintenance of a building or structure, or any equipment or fixtures therein shall comply with the preceding subsections.

(7) Inspections. The City Manager or his designee is hereby authorized and empowered to make inspection of the exterior, interior and underneath any building or structure or premises in the City. It shall be unlawful for an owner or person in charge of property to fail to permit such inspection when requested to do so in accordance with law.

Section 6. The following Title 7, Chapter 1, Section 4, entitled “Abatement procedure”, has been revised, and shall read as amended; sections not addressed shall remain in full force and effect:

7-1-4 - Abatement procedure.

(A) Notice to Abate.

1.

1a. Form of Notice.

a. Be in writing

b. Include a description of the premises sufficient for identification

- c. include a statement of the reason or reasons why the notice is being issued;
- d. include a correction order allowing a reasonable time for the repairs and improvements required to bring the premises to into compliance with the provisions of this chapter.
- e. include a notice that the city may abate the nuisance pursuant to this chapter and that the person responsible shall be responsible for the costs of such abatement
- f. include instructions of an appeal

1b. Effective date of notice. All notices served pursuant to this section shall be considered served on this date of personal service as of the date of mailing if not personally served.

1c. Method of service

- (a) Notices under this chapter shall be deemed to be properly served if a copy thereof is:
 - i. Personally delivered to the owner(s) and occupant(s); or
 - ii. Sent by first class mail to the owner(s) and occupant(s) at their last known address; or
 - iii. Posted at the premises and also sent first class mail to the owner(s) and occupant(s) at their last known address if they cannot be located.
- (b) Failure of the owner(s) or occupant(s) to receive such notice or an error in the name or address of the owner(s) or occupant(s) shall not render the notice void and in such case the notice shall be sufficient.

2. Second or subsequent violations from the date of the initial notice and by the same person responsible, may be subject to an assessment of an administrative fee, regardless if the second or subsequent violations are corrected.

3. The initial notice to abate shall contain:

- (a) A description of the real property, by street address or otherwise, on which the nuisance exists.
- (b) A direction to abate the nuisance within ten (10) days from the date of the notice. In an event the notice requires hand delivery (delivery is refused or unclaimed certified mail) property owner will have 5 days to comply with the abatement notice.
- (c) A description of the nuisance, a citation to the section(s) of the City Code which are violated, and a description of the corrective action required.
- (d) A statement that unless the nuisance is removed, the City may abate the nuisance and the cost of abatement will be charged to the person responsible and assessed as a lien on the property.
- (e) A statement that failure to abate a nuisance may result in a fine.

(f) A statement that the person responsible may appeal from the notice to abate by giving notice to the City Manager or his designee within ten (10) days from the date of the notice.

(g) A statement regarding the civil penalty process and other remedies.

(h) A statement regarding abatement notice & civil penalty can be mailed on the same date, if the property has had two or subsequent abatement letters that calendar year.
(See OMC Title 1)

4. Upon completion of service of an abatement notice as provided herein, the persons serving the notice shall execute and file certificates stating the date and place of service.

(B) Abatement by Person Responsible.

1. Within the time allowed, the person responsible shall remove the nuisance or show that no nuisance exists, or deliver a written notice of appeal to the City Manager. A written notice of appeal shall specify the basis for the appeal. The City Manager or Designee, will make good faith attempts to mediate the appeal. If unresolved, the appeal will go before a Hearings Officer.

2. A Hearings Officer appointed by the City of Ontario shall conduct a hearing on the appeal of the abatement notice at which the City's designee and the appellant may call witnesses and present evidence. The City shall have the burden of proof to demonstrate that a violation has occurred and that the required corrective action is reasonable. The Hearings Officer shall affirm, vacate, or modify the City's decisions regarding the alleged violation and/or the required corrective action, with or without written conditions. If the Hearings Officer affirms the City's decisions, the appellant shall pay the City's costs for the appeal, including the cost of the Hearings Officer for conducting the hearing.

(C) Abatement by City.

1. If after the time allowed, the nuisance has not been abated by the person responsible, the City may cause the nuisance to be abated and may make efforts toward the elimination or ease of future abatements by such means as spraying, debris removal and leveling of land.

2. The officer charged with abatement of the nuisance shall have the right, at reasonable times, to enter into or upon property, in accordance with law, to investigate or cause the removal of a nuisance.

3. The City Manager or his designee shall keep an accurate record of the expense incurred by the City in physically abating the nuisance, including incidental expenses set forth in subsection (E) below.

(D) Joint Responsibility. If more than one person is responsible, they shall be jointly and severally liable for abating the nuisance or for the costs incurred by the City in abating the nuisance.

(E) Assessment of Costs.

1. The cost, including incidental expenses, of correcting the violation or to send second or subsequent violation notices shall be billed to the person responsible for the violation and/or the owner, lessor, tenant or other person entitled to control, use and/or occupancy of the property and shall become due and payable to the City of Ontario within ten (10) calendar days of the bill being issued. A minimum administrative fee of not less than two hundred dollars (\$200.00) shall be imposed for each abatement notice issued. The City Council may, by resolution, change the minimum fee from time to time. The term "incidental expense" shall include, but not be limited to personnel costs, both direct and indirect; attorney's fees; costs incurred in documenting the violation; hauling, storage and disposal expenses; and actual expenses and costs of the City in preparing notices, title searches, specifications and contracts, and in accomplishing and/or contracting and inspecting the work, and the costs of any required printing and mailing. The City Manager or his designee, by registered or certified mail, postage prepaid, shall forward to the person responsible a notice stating:

- (a) The total cost of abatement, if applicable, including incidental expenses.
- (b) The total cost of administrative fees for abatement or second or subsequent violation notices.
- (c) That the cost as indicated will be either referred to collection or be assessed to and become a lien against the property unless paid within thirty (30) days from the date of the notice.
- (d) That if the person, responsible objects to the cost of the abatement as indicated, he may file a notice of objection with the City Manager or his designee not more than ten (10) days from the date of the notice. Objections shall be heard by the City Manager or Designee and shall be limited to the question of whether the amount of the abatement assessment is reasonable.

2. If the costs of the abatement are not paid within thirty (30) days from the date of the notice or thirty (30) days from the date of the City Manager or Designee's decision on objections, the City may cause the assessment to be filed as a lien in the Malheur County Deed records against the property of any property owner who was served with the initial notice of abatement pursuant to Section 7-1-4(A)1. set forth above.

3. The lien shall be enforced in the same manner as liens for street improvements and shall bear interest at the rate of six percent (6%) per annum, or at such other rate as may be fixed by resolution of the City Council. The interest shall commence thirty (30) days from the date of the notice.

4. An error in the name of the person responsible or property owner shall not void the assessment nor will a failure to receive the notice of the proposed assessment render the assessment void, but it shall remain a valid lien against the property.

5. In lieu of a lien against the property, the city may refer the account to collections once the account is more than sixty (60) days past due. In addition, a late fee set by Fee Resolution to offset the administrative expenses incurred due to the late payment, shall be due and owing on any payment received after the due date and in coordination with the completion of the payment processing grace period.

(F) Separate Violations. The requirements to abate a nuisance are not a penalty for violating the Code but are an additional remedy. The imposition of a penalty does not relieve a person of the duty to abate the nuisance. Abatement by the person responsible of a nuisance within the allowed time of the date of notice to abate, or within ten (10) days of the determination by the City Manager, Designee, or Hearings Officer upon an appeal therefrom, will excuse the person responsible from the imposition of any fine.

(G) Summary Abatement. The procedure provided by subsections (A) through (F) is not exclusive but is in addition to procedure provided by other law and the City Manager, or other officer delegated responsibilities therefor, may proceed summarily to abate a health or other nuisance which unmistakably exists and which imminently endangers human life, health or property.

(Ord. 2500, 2002; Amd. Ord. 1698, 3-6-72)

(Ord. No. 2635-2009, 12-7-09; Ord. No. 2644-2010, § 1, 5-3-10; Ord. No. 2648-2010, § 2, 10-4-10; Ord. No. 2668-2012, 7-9-12; Ord. No. 2692, 8-18-14; Ord. No. 2705-2015, § 1, 9-8-15)

Section 7. The following Title 7, Chapter 1, Section 5, entitled “Other remedies”, has been revised, and shall read as amended; sections not addressed shall remain in full force and effect:

7-1-5 - Other remedies.

PENALTIES

A) Violations.

(1.) Violation of any section of this Chapter is an infraction and is punishable by a fine of not less than \$250 and not more than \$1000. The second and subsequent violation of the same provision of this Chapter in any one year period is punishable by a fine of not less than \$1000.

(2) In addition to any other penalty provided by law, a person adjudged responsible for violation of any of the provisions of this Chapter may be ordered by the Hearings Officer or court to correct the violation.

B) Receivership Authority. In addition to, and not in lieu of any other provision in this chapter, when the health officer finds residential property in violation of this chapter, and believes that the violation is a threat to the public’s health, welfare and safety, and the owner has not acted in a timely manner to correct the violations, the health officer may apply to a court of competent jurisdiction for the appointment of a receiver to perform an abatement pursuant to the Oregon Housing Receivership Act (ORS 105.420 to 105.455).

C) Civil Penalties.

(1) Civil Penalty.

Any person who fails to comply with the requirements of this Chapter or who fails to comply with an abatement notice issued pursuant to this Chapter shall be subject to a civil penalty as provided in [Title 1](#),

not to exceed \$2,000 per violation. Each day that a violation continues shall constitute a separate violation.

(2) Civil Penalty Against Agents.

Any person who acts as the agent of, or otherwise assists, a person who engages in an activity which would be subject to a civil penalty, shall likewise be subject to a civil penalty.

D) Appeals Generally. Any person who is issued an order from the Health Officer or any person who is subject to a civil penalty, pursuant to this Chapter may appeal the decision to the Hearings Officer by following the process set forth in OMC Title 1. The hearing on the appeal shall follow the contested case procedures set forth in OMC Title 1.

Section 8. The following Title 7, Chapter 1, Section 7, entitled “Penalties”, has been revised, and shall read as amended; sections not addressed shall remain in full force and effect:

7-1-7 -

7-1-7 PENALTIES

A) Violations.

(1.) Violation of any section of this Chapter is an infraction and is punishable by a fine of not less than \$250 and not more than \$1000. The second and subsequent violation of the same provision of this Chapter in any one year period is punishable by a fine of not less than \$1000.

(2) In addition to any other penalty provided by law, a person adjudged responsible for violation of any of the provisions of this Chapter may be ordered by the Hearings Officer or court to correct the violation.

B) Receivership Authority. In addition to, and not in lieu of any other provision in this chapter, when the health officer finds residential property in violation of this chapter, and believes that the violation is a threat to the public’s health, welfare and safety, and the owner has not acted in a timely manner to correct the violations, the health officer may apply to a court of competent jurisdiction for the appointment of a receiver to perform an abatement pursuant to the Oregon Housing Receivership Act (ORS 105.420 to 105.455).

C) Civil Penalties.

(1) Civil Penalty.

Any person who fails to comply with the requirements of this Chapter or who fails to comply with an abatement notice issued pursuant to this Chapter shall be subject to a civil penalty as provided in [Title 1](#),

not to exceed \$2,000 per violation. Each day that a violation continues shall constitute a separate violation.

(2) Civil Penalty Against Agents.

Any person who acts as the agent of, or otherwise assists, a person who engages in an activity which would be subject to a civil penalty, shall likewise be subject to a civil penalty.

D) Appeals Generally. Any person who is issued an order from the Health Officer or any person who is subject to a civil penalty, pursuant to this Chapter may appeal the decision to the Hearings Officer by following the process set forth in OMC Title 1. The hearing on the appeal shall follow the contested case procedures set forth in OMC Title 1.

(Ord. No. 2668-2012, 7-9-12)

Section 9. The following Chapter 2 is hereby added to Title 7 of the Ontario City Code and is entitled “Derelict Structures”:

CHAPTER 2 – DERELICT STRUCTURES

7.2.1. Derelict Structures Prohibited. Derelict structures on any premises are hereby declared to be a public nuisance.

7.2.2. Order to Vacate Buildings or Structures.

(a) If the Health Officer finds a building or structure in violation of OMC 7.5.1, the Health Officer may order that a placard be posted on the building or structure, ordering the building or structure vacated, and to order the owner to register the building or structure as provided in OMC 7.5.6 – 7.5.9. The placard shall contain the information required in OMC 7.7.4.

(b) Persons performing active work to abate a violation are exempt from a vacation order while working at a premise subject to a vacation order.

7.2.3. Prohibited Habitation. No person shall inhabit a derelict structure, and no owner shall allow any person to inhabit a derelict structure, or a building or structure ordered vacated by the Health Officer.

7.2.4. Removal of Placard Prohibited.

(a) The Health Officer shall remove a placard whenever the conditions that resulted in the order to vacate the building or structure have been eliminated.

(b) No person shall deface or remove a placard without the approval of the Health Officer.

7.2.5. Temporary Safeguards. Notwithstanding any other provisions of this Chapter, whenever, as determined by the Health Officer, a building or structure poses an imminent hazard or incipient hazard, the Health Officer may order necessary work to be performed, including the boarding of openings or installation of security fencing, to render such building or structure temporarily safe and secure,

whether or not proceedings to abate the hazard have been instituted; and shall cause such other action to be taken that the Health Officer deems necessary to meet such condition.

7.2.6. Derelict Structure Registration. If the Health Officer determines that a building or structure is a derelict structure, the owner shall be required to register the building or structure within ten days of the Health Officer's issuance of an order to register. Registration shall be made on forms provided by the Health Officer, and shall include information relating to the location and ownership of the building or structure, the expected period of its vacancy, a plan for regular maintenance during the period of vacancy, and a plan for its re-occupancy and use, or its remediation or demolition. Any change in the information required to be provided pursuant to this section shall be given to the Health Officer not more than thirty days of the date of such change. When all conditions making the building or structure a derelict structure have been corrected, the owner shall contact the Health Officer and request an inspection to determine compliance.

7.2.7. Derelict Structure Fees.

(a) Every owner who, after receipt of an order under OMC 7.2.6, fails to register the building or structure within the required time set forth in the order, or registers the building or structure but allows the building or structure to remain in a derelict condition, shall pay a monthly derelict structure fee. Payment of the fee is due on the fifteenth day of each month. Any payment of the fee that is more than thirty days past due may be considered delinquent and subject to a penalty of \$100 for every delinquent monthly payment.

(b) In the event that the fees due under this section are delinquent for more than ninety days, or in the event the owner fails to register the building or structure as required, the City Attorney, on request of the Health Officer, may file an action in the circuit court of the appropriate county for the recovery of any and all delinquent fees and penalties due under this section, which shall be the total yearly fees plus all delinquent penalties.

(c) All fees imposed under this section are to be paid prior to the issuance of any permit required for the demolition, alteration or repair of the derelict building or structure.

(d) The City Council shall annually adopt a resolution establishing the amount of derelict structure fee.

(e) Unpaid Derelict Structure fees, and any unpaid late fees, may be entered into the city's lien docket after 90 days, and a lien for the entire amount placed against the real property.

7.2.8. Abatement of Derelict Structure by Remediation.

(a) In addition to, and not in lieu of, the abatement remedies provided for in OMC 7.1.4-7.1.5 and receivership authority in OMC 7.1.7 (b), the Health Officer may file a notice with the City Recorder to set a public hearing before the Hearings Officer to seek an order for remediation of the conditions creating a derelict structure.

(b) Upon receipt of such notice, the City Recorder shall set the matter for prompt public hearing before the Hearings Officer and shall, not less than fifteen days prior to the hearing,

cause notice thereof to be served via certified mail to the owner at the owner's address as reflected on the most recent tax rolls of the county assessor, and on the occupant. Notice shall also be posted on or near the derelict structure and copies delivered to the affected neighborhood association. Failure of the owner or occupant to receive such notice shall not render the notice void, and an unsuccessful attempt to deliver the notice shall be deemed sufficient service.

(c) At the hearing, the Health Officer shall present whatever information, evidence or testimony the Hearings Officer may deem relevant in support of the Health Officer's determination, and the owner and occupants shall be afforded a like opportunity to rebut the determination. Any information, opinion, testimony, or evidence may be received which the Hearings Officer deems material, relevant, and probative of the matters in issue. The owner and occupants may represent themselves or be represented by counsel provided that such counsel is admitted to the practice of law in the State of Oregon.

(d) The Hearings Officer shall order the conditions creating the derelict structure be remediated if the Health Officer demonstrates, by a preponderance of the evidence, that the building structure is a derelict structure.

(e) In determining whether the conditions are such that remediation is required, the Hearings Officer shall determine whether the building is in a condition unfit for human habitation, or in a condition that is an incipient hazard, based on the number and extent of the following factors:

(1) Dilapidation;

(2) Disrepair;

(3) Structural defects noted by the Building Official;

(4) Defects increasing the hazards of fire, accident or other calamity, such as parts standing or attached in such manner as to be likely to fall and cause damage or injury;

(5) Uncleanliness or infestations of pests;

(6) Condition of sanitary facilities;

(7) The presence of a public nuisance; and

(8) The history of unlawful activity in or around the building or structure.

Section 10. The following Title 7, Chapter 3, Section 13, entitled "Penalty", has been revised, and shall read as amended; sections not addressed shall remain in full force and effect:

Chapter 3 - SOLID WASTE REGULATIONS

7-3-13 -

7-3-13 PENALTIES

A) Violations.

(1.) Violation of any section of this Chapter is an infraction and is punishable by a fine of not less than \$250 and not more than \$1000. The second and subsequent violation of the same provision of this Chapter in any one year period is punishable by a fine of not less than \$1,000.

(2) In addition to any other penalty provided by law, a person adjudged responsible for violation of any of the provisions of this Chapter may be ordered by the Hearings Officer or court to correct the violation.

B) Receivership Authority. In addition to, and not in lieu of any other provision in this chapter, when the health officer finds residential property in violation of this chapter, and believes that the violation is a threat to the public's health, welfare and safety, and the owner has not acted in a timely manner to correct the violations, the health officer may apply to a court of competent jurisdiction for the appointment of a receiver to perform an abatement pursuant to the Oregon Housing Receivership Act (ORS 105.420 to 105.455).

C) Civil Penalties.

(1) Civil Penalty.

Any person who fails to comply with the requirements of this Chapter or who fails to comply with an abatement notice issued pursuant to this Chapter shall be subject to a civil penalty as provided in [Title 1](#), not to exceed \$2,000 per violation. Each day that a violation continues shall constitute a separate violation.

(2) Civil Penalty Against Agents.

Any person who acts as the agent of, or otherwise assists, a person who engages in an activity which would be subject to a civil penalty, shall likewise be subject to a civil penalty.

D) Appeals Generally. Any person who is issued an order from the Health Officer or any person who is subject to a civil penalty, pursuant to this Chapter may appeal the decision to the Hearings Officer by following the process set forth in OMC Title 1. The hearing on the appeal shall follow the contested case procedures set forth in OMC Title 1.

(Ord. 1877, 12-5-77)

The City may, at its option, enforce the penalty provisions of this Chapter. The franchisee and/or the City may pursue such other civil remedies as may be available under the laws of the State. At the option of franchisee, franchisee may provide at franchisee's expense, legal services for City to enjoin a violation of this Chapter under Oregon Revised Statutes 30.315.

(Ord. 2256, 9-6-88)

(Ord. No. 2652-2010, § 2, 11-15-2010)

Severability

It is hereby declared to be the legislative intent that the provisions, and parts thereof, of this Ordinance shall be severable. Should any section, subsection, paragraph, clause or phrase of this chapter, or any particular application thereof, be declared invalid or unconstitutional for any reason by a court of competent jurisdiction, such decision shall not affect the remaining portions of the section, subsection, paragraph, clause or phrase of this chapter.

Effective Date

This Ordinance shall be in full force and effect 30 days following passage by the City Council.

PASSED AND ADOPTED by the Common Council of the City of Ontario this _____ day of _____, 2017, by the following vote:

AYES:

NAYS:

EXCUSED:

ABSENT:

APPROVED by the Mayor this _____ day of _____, 2017.

Ronald Verini, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
OLD BUSINESS
October 17, 2017**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: SALES TAX DISCUSSION

DATE: October 11, 2017

PROPOSED MOTION:

DISCUSSION ONLY

SUMMARY:

Council members attended a meeting, to which all the public was invited, to discuss the sales tax. Council members stayed afterwards and listened to feedback. The items in the presentation were brought up and are being shared for the entire council's benefit.

BACKGROUND:

CURRENT SITUATION:

ANALYSIS:

- A. **FINANCIAL**
- B. **TIMING**
- C. **POLICY/LEGAL**

ALTERNATIVES:

RECOMMENDATION:

ATTACHMENTS:

1. Sales Tax Discussion



SALES TAX DISCUSSION

BY: ADAM BROWN, CITY MANAGER

OCTOBER 12, 2017



MORE FEEDBACK RECEIVED

- Council members attended a meeting of citizens against the sales tax
- Council members listened and shared feedback with staff and other council
- Considerations
 - Relieve burden of collection on business owners
 - Cap the sales tax by charter amendment
 - Grocery sales tax is regressive
 - Sunset provision
 - They don't know what will it be spent on?
 - They don't know what will be cut if not passed?



CONSIDERATIONS

Burden of collections on business owners

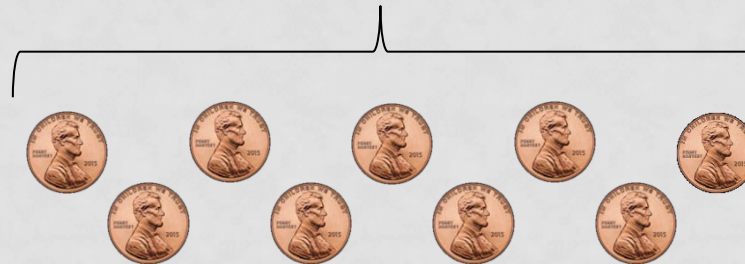
Option

- Businesses retain 10% of taxes collected to cover administrative costs.

Customer Pays \$10 for
a \$9.90 Purchase



Tax Paid to City



Business
Retains





CONSIDERATIONS

Cap the Sales Tax by Charter Amendment

Option

- Amend the City Charter so that no sales tax can be raised except by vote of the people above 1 ½ % (or 1%)

Charter Amendment Submitted to the Voters by the Council

Shall an act be adopted to amend the Charter of the City of Ontario by adding a new chapter prohibiting the Ontario City Council from increasing a local city sales tax above 1 ½% without a vote of the people of the City of Ontario. Chapter 10.8 shall be ...

CHARTER OF THE CITY OF ONTARIO	
Summary of Contents	
Section	Chapter I. Introductory Provisions
1.1	Title
1.2	Corporate Name of City
1.3	Boundaries
Section	Chapter II. Powers
2.1	Vesting, Grant and Construction of Powers
Section	Chapter III. City Council and Mayor
3.1	Council: Membership
3.2	Council: Election
3.3	Mayor: Election
3.4	Council: Meetings
3.5	Council: Quorum
3.6	Council: Record of Proceedings
3.7	Mayor: Functions
3.8	Council: President
3.9	Council: Vote Required
3.10	Conflict of Interest
3.11	Council and Mayor: Immunity
Section	Chapter IV. City Manager
4.1	City Manager: Appointment and Qualifications
4.2	City Manager: Vacancy
4.3	City Manager: Powers and Duties
4.4	City Manager: Council Meetings
4.5	City Manager: Interference in Administration
Section	Chapter V. Municipal Court and Judge
5.1	Municipal Court: Creation and Jurisdiction
5.2	Municipal Judge: Appointment
5.3	Municipal Judge: Vacancy
5.4	Municipal Court: Transfer of Powers
Section	Chapter VI. Municipal Officers and Employees
6.1	Qualifications
6.2	Certificate of Election
6.3	Terms
6.4	Oath of Office
6.5	Offices: Vacancies
6.6	Compensation



CONSIDERATIONS

Grocery Sales Tax is Regressive

- Option
 - Eliminate tax on grocery items.
 - -\$2.2 Million





CONSIDERATIONS

Sunset - Some taxpayers say they would feel more comfortable if there was a sunset provision on the ordinance, such as 5 years,

Option – Add a sunset clause - The tax could be re-approved by council or the public





WHAT WILL TAX BE SPENT ON

• Balance General Fund to Maintain Services	\$900,000
• Balance Street Fund	\$700,000
• Add 5 Police Officers	\$500,000
• Add Fire Position	\$110,000
• Code Enforcement Officer	\$50,000
• Aquatic Center	\$300,000
• Airport Manager and Investment	\$100,000
• Beautification – City Gateway	\$100,000
• Place-making – Downtown Investment, Trails, Playgrounds	\$200,000
• Capital Plan – Vehicles, Buildings, etc...	\$450,000



WHAT WILL BE CUT

Recreation Department

- No youth soccer, basketball, football, softball, tennis, arts & craft, etc...
- We have almost 900 kids that play soccer each spring





WHAT WILL BE CUT

- Front Desk Reception
 - Reduced hours for customers at City Hall
 - Slower response by phone





WHAT WILL BE CUT

Code Enforcement Reduction

- Public property nuisances will grow
- Ability to cite and act on derelict properties will be reduced to a greater extent than it is currently.





WHAT WILL BE CUT

Public Safety

- Fire Fighter Position
 - Floater Position
 - Greater Reliance on Volunteers
 - Delayed Response Time
- 2 Police Officers
 - Delayed Response Time
 - Compromise Safety of Officers
 - Compromised Safety of the Public





WHAT WILL BE CUT

Malheur Transit Funding

- Multiplied Impact because of leveraging power of local funding
- Job loss for people not able to get to work
- Loss of mobility for the elderly
- We are already facing a labor shortage





WHAT WILL BE CUT

SREDA Funding

- Area marketing for economic development
- Cross river collaboration





WHAT WILL BE CUT

- Eliminate park maintenance for some or all of city parks





DIRECTION

1. Go forward as currently passed
2. Amend ordinance



**AGENDA REPORT
NEW BUSINESS
October 17, 2017**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: MEALS FUNDING FOR COMMUNITY IN ACTION DISCUSSION

DATE: October 6, 2017

PROPOSED MOTION:

DISCUSSION ONLY

SUMMARY:

At Councilor Justus' request, he would like to the council to consider additional funding for the homeless task force meals program.

BACKGROUND:

A homeless task force has been working together for the last six months to replace the former Harvest House meal center. The former service center provided meals, showers, and an address for the homeless population in Ontario.

All three cities in the County and Malheur County donated \$2,500 to keep the program running through the end of 2017. It appears that this money will not be sufficient to fund operations through the end of the year.

CURRENT SITUATION:

A permanent location has not been found yet by the homeless task force. They have a temporary meal site at Origins Community Church.

ANALYSIS:

- A. **FINANCIAL** Additional funds would need to come from the contingency budget.
- B. **TIMING**
- C. **POLICY/LEGAL**

ALTERNATIVES:

RECOMMENDATION:

ATTACHMENTS:

None



**AGENDA REPORT
NEW BUSINESS
October 17, 2017**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: HANGAR LEASE(S) AT THE AIRPORT

DATE: October 9, 2017

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE LEASE AGREEMENTS BETWEEN THE CITY OF ONTARIO AND SNAKE RIVER VALLEY EXPERIMENTAL ASSOCIATION, #837, FOR 317 GOLF AND 373 AIRPORT WAY; AND BETWEEN THE CITY OF ONTARIO AND KEVIN DALE CRUSON AND MICHELLE CRUSON, FOR 348 CHARLIE AND 343 DELTA.

SUMMARY:

Several hanger leases are up for renewal and change of ownership. Council approval is required for hanger ground leases.

BACKGROUND:

City Council previously approved lease renewals and sales after approval by the airport committee. The Airport Committee, however, requested that lease renewals or change in ownership go straight to the city council.

City Council adopted a change to the city code in 2017 that allowed for leases to go straight to City Council.

CURRENT SITUATION:

The Snake River Valley Experimental Association #837 has purchased Hangar(s) 317 Golf and 373 Airport Way, and is seeking a lease agreement with the city for those two properties. Total square footage is 3,844.

Kevin Dale Cruson and Michelle Cruson, purchased Hangar(s) 348 Charlie and 343 Delta, and is seeking a lease agreement with the city for those two properties. Total square footage is 2,592.

ANALYSIS:

- A. **FINANCIAL** The city, by resolution, may increase hangar ground lease fees, following the Portland CPI, not to exceed 6% annually. The two leases are currently paying 15¢ per square foot; both parties are current on payment for the 2017-2018 fiscal year.
- B. **TIMING** The two Tenants are requesting approval to allow them the ability to make modifications to the hangars.
- C. **POLICY/LEGAL** Council approval is required for lease renewals and/or resale of hangars.

ALTERNATIVES:

Council could opt to not approve the renewals.

RECOMMENDATION:

Staff recommends the Council approve the hangar lease renewals as presented.

ATTACHMENTS:

- 1. Hangar Lease Renewal 348 Charlie/343 Delta
- 2. Hangar Lease Renewal 317 Golf/373 Airport Way



**LEASE AGREEMENT
HANGER #348 CHARLIE/343 DELTA**

THIS AGREEMENT made and entered into this 1st day of October, 2017, by and between the **City of Ontario, Oregon, a municipal corporation**, hereinafter referred to as "Landlord" and **Kevin Dale Cruson and Michelle Cruson**, hereinafter referred to as "Tenant."

WITNESSETH:

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

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

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

- 1) Landlord lease to Tenant and Tenant leases from Landlord the real property described in Exhibit "A," attached hereto and by this reference incorporated herein, for a period of **TWENTY (20) years**, commencing on the 1st day of October, 2017. 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 (15¢)** 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 **2,592 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. Adjustments to the rent shall not be made more frequently than one adjustment per year and each yearly adjustment shall not be an amount greater than 6% of the then existing rent.
- 4) The property shall be used to build an airplane hangar to be used primarily as storage of one or more airplanes. Any such construction shall be completed solely with Tenant's labor and at Tenant's expense.

- 5) Any new construction or improvements made on the property are to be approved in writing prior to commencement of either, and the same to be constructed and operated in conformity with all ordinances and regulations of the City.
- 6) The Tenant will keep and maintain all structures on the leased property in a constant state of good repair, and will refrain from storing any airplane parts, equipment, or debris outside buildings and will keep the premises in a clean, sightly condition. Any aircraft hangar located on the leased premises shall have operative doors. It is mutually understood and agreed between the parties hereto that the building inspector of the City of Ontario shall have the right to inspect the premises periodically. In the event the building inspector of the City of Ontario deems any structure upon the leased premises not to be in compliance with any applicable statute, ordinance, rules or regulation or this agreement the Tenant agrees to correct such non-complying item at the Tenant's sole expense.
- 7) The Landlord covenants and agrees to spray or otherwise control weeds located on and around the leased premises.
- 8) The color of paint used in all new construction and in the painting of any and all structures shall conform to the airport color scheme as adopted by the Airport Committee.
- 9) The Tenant shall not use leased land for any purposes other than those authorized herein without the written consent of the Landlord.
- 10) The Landlord reserves the right to further develop the airport or landing area of the airport as it sees fit.
- 11) The Landlord reserves the right, but not the obligation to maintain and keep in repair the landing area of the airport and all public facilities of the airport.
- 12) This lease shall be subordinate to the provisions of any existing or future agreement between the Landlord and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.
- 13) During the time of war or national emergency, the Landlord shall have the right to lease the landing area or any part thereof to the United States government for military or naval use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government shall be suspended.
- 14) Except with respect to activities for which the Landlord is responsible, the Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens. If Tenant fails to pay such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 12% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

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

15) The Tenant shall obtain public liability and property damage insurance in a responsible company with limits of not less than **\$500,000** for injury to one (1) person, **\$2,000,000** for injury to two (2) or more persons in one occurrence, and **\$100,000** for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased premises whether or not related to an occurrence caused or contributed to by Landlord's negligence, shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under the provisions of the indemnification paragraph contained herein, and shall protect Landlord and Tenant against any and all claims of third persons. **Tenant is required to provide a copy of current insurance coverage to the city.**

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

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

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

17) The following shall be events of default:

- a) Failure of Tenant to pay any rent or other charge within thirty (30) days after it is due.
- b) Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within fifteen (15) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied with the fifteen (15) day period, this provision shall be complied with if Tenant begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good-faith to effect the remedy as soon as practicable.

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

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

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

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

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

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

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

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

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

To Tenant: Kevin Dale Cruson
3011 Chatoogo Way
Bonaire, GA 31005
801-814-5146

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

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

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

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

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

CITY OF ONTARIO, OREGON

ATTEST

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

TENANT

TENANT

Kevin Dale Cruson

Michelle Cruson



**LEASE AGREEMENT
HANGER #317 GOLF/373 AIRPORT WAY**

THIS AGREEMENT made and entered into this 1st day of October, 2017, by and between the **City of Ontario, Oregon, a municipal corporation**, hereinafter referred to as "Landlord" and **Snake River Valley Experimental Association, #837**, hereinafter referred to as "Tenant."

WITNESSETH:

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

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

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

- 1) Landlord lease to Tenant and Tenant leases from Landlord the real property described in Exhibit "A," attached hereto and by this reference incorporated herein, for a period of **TWENTY (20) years**, commencing on the 1st day of October, 2017. 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 (15¢)** cents per square foot of the property described in Exhibit "A", subject to the rights of Landlord to escalate said rental amount as more specifically provided for hereinafter. The parties hereto covenant and agree that the total area of the property described in Exhibit "A" is **3,844 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. Adjustments to the rent shall not be made more frequently than one adjustment per year and each yearly adjustment shall not be an amount greater than 6% of the then existing rent.
- 4) The property shall be used to build an airplane hangar to be used primarily as storage of one or more airplanes. Any such construction shall be completed solely with Tenant's labor and at Tenant's expense.

- 5) Any new construction or improvements made on the property are to be approved in writing prior to commencement of either, and the same to be constructed and operated in conformity with all ordinances and regulations of the City.
- 6) The Tenant will keep and maintain all structures on the leased property in a constant state of good repair, and will refrain from storing any airplane parts, equipment, or debris outside buildings and will keep the premises in a clean, sightly condition. Any aircraft hangar located on the leased premises shall have operative doors. It is mutually understood and agreed between the parties hereto that the building inspector of the City of Ontario shall have the right to inspect the premises periodically. In the event the building inspector of the City of Ontario deems any structure upon the leased premises not to be in compliance with any applicable statute, ordinance, rules or regulation or this agreement the Tenant agrees to correct such non-complying item at the Tenant's sole expense.
- 7) The Landlord covenants and agrees to spray or otherwise control weeds located on and around the leased premises.
- 8) The color of paint used in all new construction and in the painting of any and all structures shall conform to the airport color scheme as adopted by the Airport Committee.
- 9) The Tenant shall not use leased land for any purposes other than those authorized herein without the written consent of the Landlord.
- 10) The Landlord reserves the right to further develop the airport or landing area of the airport as it sees fit.
- 11) The Landlord reserves the right, but not the obligation to maintain and keep in repair the landing area of the airport and all public facilities of the airport.
- 12) This lease shall be subordinate to the provisions of any existing or future agreement between the Landlord and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.
- 13) During the time of war or national emergency, the Landlord shall have the right to lease the landing area or any part thereof to the United States government for military or naval use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government shall be suspended.
- 14) Except with respect to activities for which the Landlord is responsible, the Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens. If Tenant fails to pay such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 12% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

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

15) The Tenant shall obtain public liability and property damage insurance in a responsible company with limits of not less than **\$500,000** for injury to one (1) person, **\$2,000,000** for injury to two (2) or more persons in one occurrence, and **\$100,000** for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased premises whether or not related to an occurrence caused or contributed to by Landlord's negligence, shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under the provisions of the indemnification paragraph contained herein, and shall protect Landlord and Tenant against any and all claims of third persons. **Tenant is required to provide a copy of current insurance coverage to the city.**

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

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

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

17) The following shall be events of default:

- a) Failure of Tenant to pay any rent or other charge within thirty (30) days after it is due.
- b) Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within fifteen (15) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied with the fifteen (15) day period, this provision shall be complied with if Tenant begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good-faith to effect the remedy as soon as practicable.

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

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

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

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

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

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

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

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

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

To Tenant: Snake River Valley Experimental Association, #837
c/o Cheryl Cruson
375 Outlook Drive
Ontario, OR 97914
541-881-6168

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

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

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

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

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

CITY OF ONTARIO, OREGON

ATTEST

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

TENANT

TENANT

Cheryl Cruson, Treasurer

Dale Cruson, Secretary



**AGENDA REPORT
NEW BUSINESS
October 17, 2017**

To: Mayor and City Council

FROM: Betsy Roberts, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2017-134: ODOT GRANT FUNDING AVAILABILITY FOR NORTH PARK BOULEVARD SIDEWALK PROJECT**

DATE: October 10, 2017

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE AWARD OF THE NORTH PARK BOULEVARD SIDEWALK PROJECT TO THE LOW BIDDER, _____, IN THE AMOUNT OF \$_____, UNDERSTANDING THAT SUCH EXPENDITURE SHALL BE REIMBURSED BY THE STATE OF OREGON UP TO THE AMOUNT AVAILABLE.

SUMMARY:

ODOT informed the city that there are additional funds remaining from the NW Washington project that can be used for work on North Park Boulevard. The remaining amount is approximately \$75,000.

BACKGROUND:

The Jobs in Transportation Act (JTA) grant that allowed for the construction of the NW Washington Street realignment has additional funds available that were used to cover the purchase of right of way for the future extension of North Park Boulevard from NW Washington to Malheur Drive. ODOT recently informed the city that even after purchase of the right of way, there are grant funds remaining. The amount is approximately \$75,000. Because of the multi-year duration of this project, the state will likely have this work completed as quickly as possible so that they can close out the overall project.

The Council has been informed of this project as the pieces have come forward for additional spending in the past. Constructing the sidewalk on the east side of the existing portion of North Park Boulevard was the action selected by Council previously in the event there would be funding still available after the right of way was purchased.

This project is a reimbursement project in which the city pays the contractor for work completed, then submits payment information to ODOT for reimbursement. There is no match attached to these funds, but if the cost of the work goes over the state's available funds, the city will be responsible for that overage.

CURRENT SITUATION:

As soon as ODOT informed CH2M staff of the availability of funds, local contractors were contacted to determine whether there would be any response to a Request for Bids within the construction community. Staff have received a positive response to that question, and so have developed a Request for Bids to be distributed to at least three local contractors in an informal bid process. Bids were received on Monday, October 16, 2017.

ANALYSIS:

- A. **FINANCIAL** The funds available from ODOT are part of a grant. The city is responsible to pay the Contractor for

work performed, but will receive full reimbursement for that payment up to the amount of funding available from the state. There is no match required by the city.

- B. **TIMING** The state has expressed urgency in completing this project. Funding may be lost if the City takes no action.
- C. **POLICY/LEGAL** Council approval is required to select the low bidder and move the project forward.

ALTERNATIVES:

- 1. Approve selection of the low bidder to construct the sidewalk on the east side of North Park Boulevard to use up as much of the grant funds as are available to the city.
- 2. Do not move forward with the construction of sidewalk and allow the remaining grant funds to go back to the state.

RECOMMENDATION:

Staff recommends that the City Council use the available grant funds and select the low bidder to construct the sidewalk on the east side of the existing portion of North Park Boulevard.

ATTACHMENTS:

- 1. Resolution #2017-134



RESOLUTION 2017-134

A RESOLUTION TO RECOGNIZE AND EXPEND UNEXPECTED GRANT REVENUES FOR THE NORTH PARK BOULEVARD SIDEWALK PROJECT

WHEREAS, Additional ODOT funds are remaining from the NW Washington project that can be used to work on North Park Boulevard; and

WHEREAS, The City desires to expend the additional funding to construct the sidewalk on the east side of the existing portion of North Park Boulevard; and

WHEREAS, The 2017-2018 budget was adopted without the recognition of funding from ODOT and the City desires to modify the 2017-2018 budget to receive and expend the funds.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council to approve the following adjustments to the fiscal year 2017-2018 budget:

Line Item	Item Description	FY 17-18 Budget	Amount of Change	Adjusted Budget
GRANT FUND				
010-000-456172	ODOT DTA 09-NW WA Project	\$ -	\$75,000	\$75,000
010-038-714175	North Park Sidewalk Project	\$ -	\$75,000	\$75,000

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 17th day of October, 2017, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this ____ day of _____, 20__.

Ronald Verini, Mayor

ATTEST:

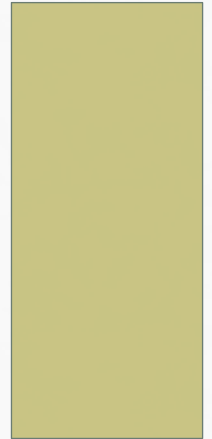
Tori Barnett, MMC, City Recorder



NEW HOUSING INCENTIVE PROGRAM PROPOSAL

BY: ADAM BROWN, CITY MANAGER

OCTOBER 12, 2017





COMMUNITY CHALLENGE

We Lack Middle Income Single Family Housing

- The Cost to do business in Oregon is higher than Idaho
- As a region we have single family home demand
- Given choices, builders will go where the cost is the least





COMMUNITY CHALLENGE

- How do we grow the local economy
 - Increase the housing stock
 - The city must have balanced growth with all housing types
 - Residents need to have upward mobility to stay in the community (i.e. to buy up as their income improves)
 - We have jobs, we can't be sustainable as a city if the employees aren't living here and paying for city services
 - We need to subsidize new growth to keep the new housing market growing



HOW TO BUILD IN ONTARIO

- Reduce the transaction cost for doing business in Oregon
 - Additional costs for skilled trades (e.g. electricians, plumbing)
- Provide a financial reason for them to build in Oregon



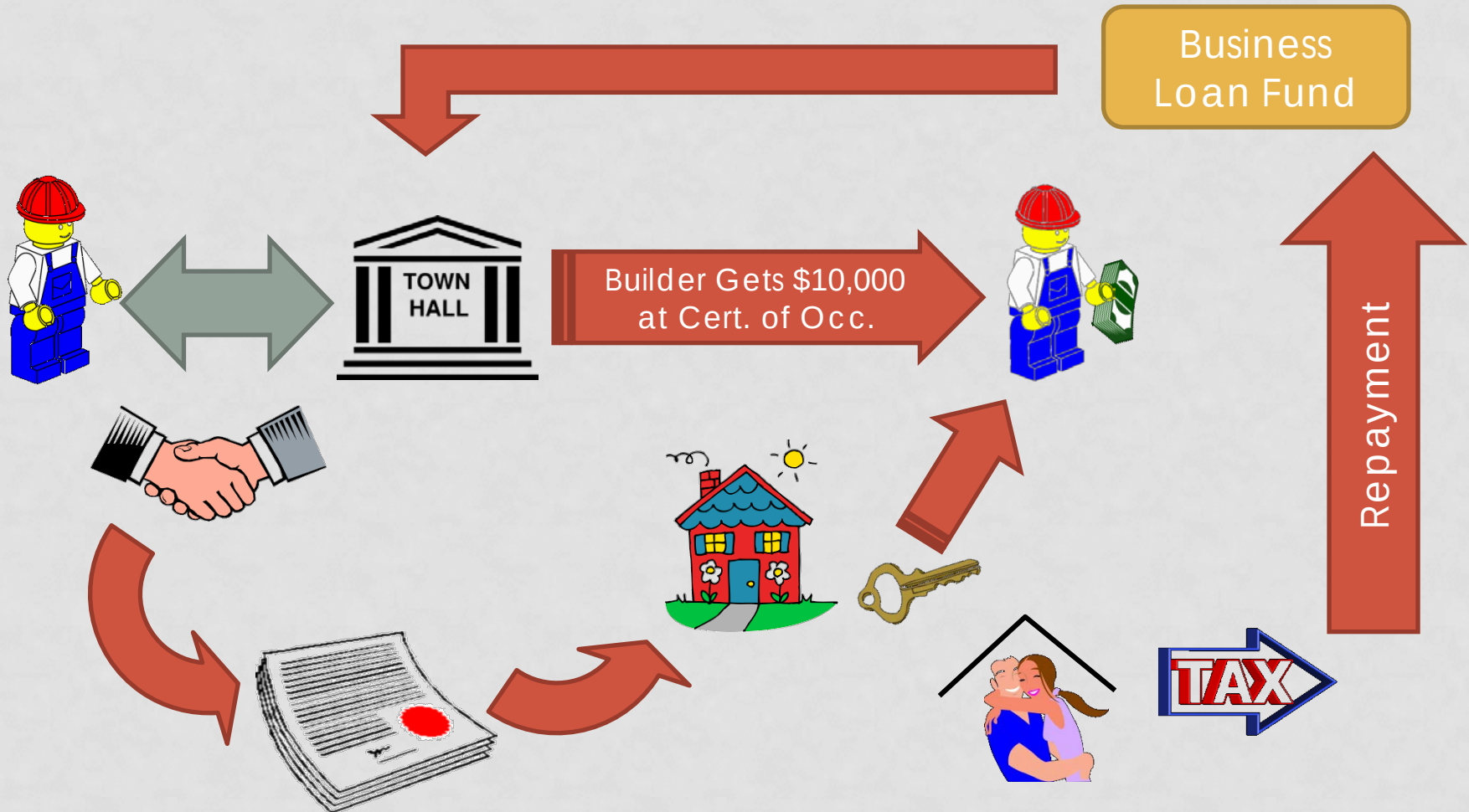


CONCEPT

- We have a Business Loan Fund
 - It has not been utilized
- What does a Business Loan Fund do?
 - Provides financing for a business to come to the city
 - Opens up opportunities for businesses that would otherwise not be able
- People investing in our community are just as important as businesses?



CONCEPT





WILL THEY COME?

- We have spoken with several builders who have said they will build here with this incentive.
- Any builder can work out an agreement with the city for the incentive. First come first serve basis.



CONSIDERATIONS

- Time limit on building homes
- How much do we want to (can we) give?
 - The BLF is around \$450,000
 - Up to 45 new homes with this source
- Do we limit the number per builder?
- Size and type of houses?
 - Single family home, permanent foundation



**AGENDA REPORT
NEW BUSINESS
October 17, 2017**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: SCADA EMERGENCY PURCHASE NOTIFICATION

DATE: October 12, 2017

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE TRANSFER OF \$16,855 FROM THE FACILITIES PLAN PROJECT TO THE SCADA REPLACEMENT PROJECT.

SUMMARY:

An emergency purchase was made for the Supervisory Control and Data Acquisition (SCADA) system. This system provides warning alarms for the wastewater system to know when failures occur.

BACKGROUND:

The primary and backup SCADA systems failed and it has been running on a cloud based solution until a permanent solution was found.

CURRENT SITUATION:

We have a proposal from Automated Control Systems to provide a permanent fix and move the collections system SCADA to the cloud and their Carefree Program. The Water Treatment Plant has already moved to the same system.

Given the urgency of having a permanent fix, the replacement system is an emergency situation. I have approved the purchase as per policy. The policy requires the City Manager to notify the city council when an emergency purchase has been made at the next council meeting.

ANALYSIS:

- A. **FINANCIAL** The wastewater fund will have an additional \$270,000 in the budget that will not be used this year because the facilities plan will be done in a future year as

per the draft NPDES permit. The budget did include a review of the SCADA system.

The proposed cloud solution is \$16,855. I recommend that the council transfer this amount from the Facilities Plan Capital Budget to a budget for the SCADA replacement system.

- B. **TIMING** The SCADA is the monitoring system for the entire wastewater collection system. It is critical to have a permanent solution in place that is based specifically on our system.
- C. **POLICY/LEGAL** Policy requires that the City Manager notify council when an emergency purchase has been made.

ALTERNATIVES:

Not Applicable

RECOMMENDATION:

Staff recommends approving the budget transfer for the SCADA system from the Facilities Plan Budget in the amount of \$16,855.

ATTACHMENTS:

- 1. SCADA System Update
- 2. Emergency Purchase Agreement

10/17/2017



SCADA System Update

Wastewater Collections
System – Emergency
Situation

Agenda



- System Background
- The Problem
- The Solution
- The Cost
- The Timing

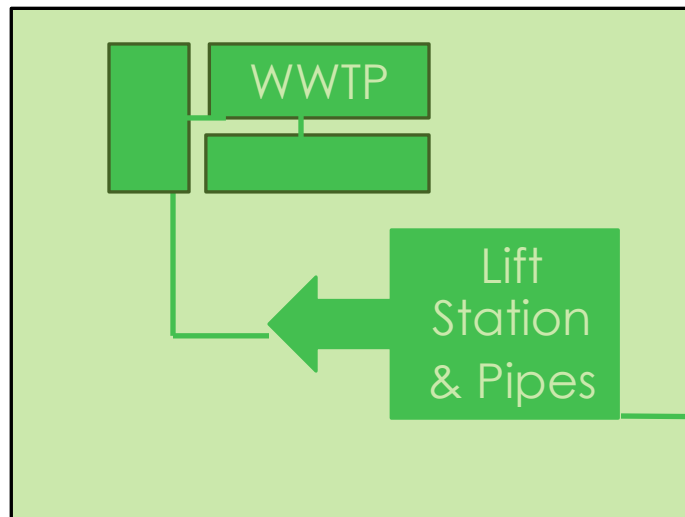
Fun Facts:

- SCADA = Supervisory Control and Data Acquisition (it means we can see what the system are doing and we can control them remotely)

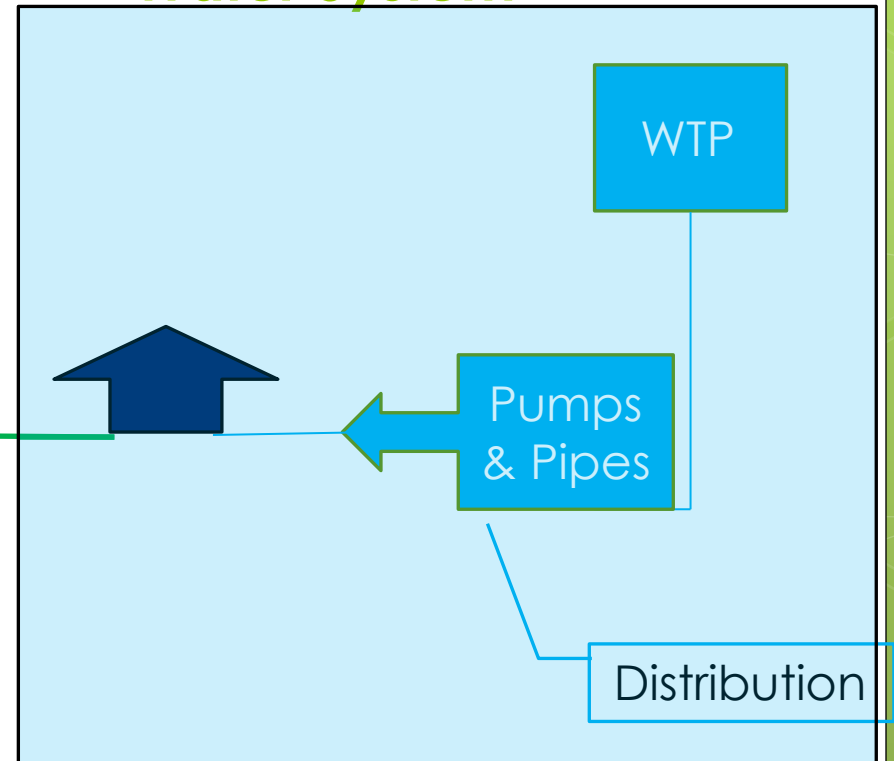
System Background



Wastewater System



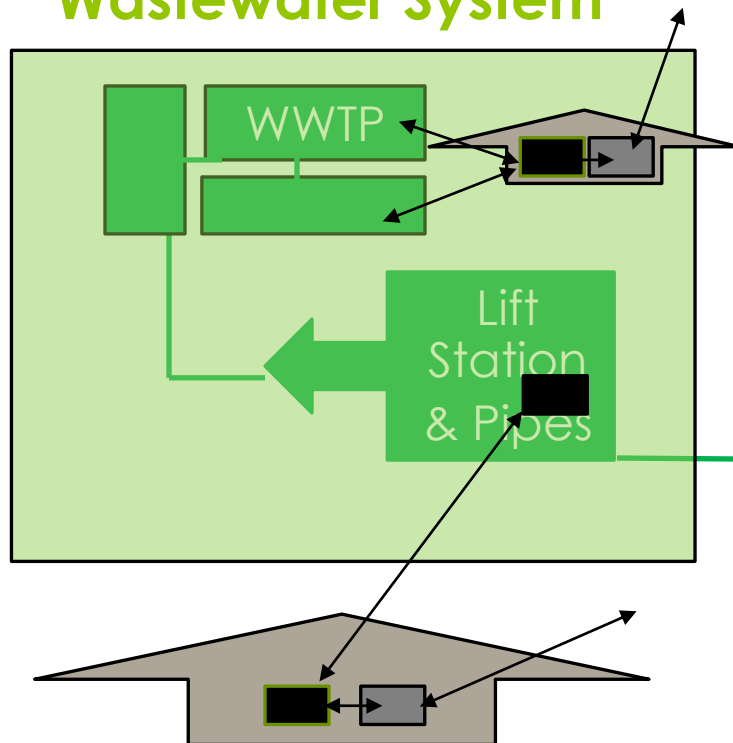
Water System



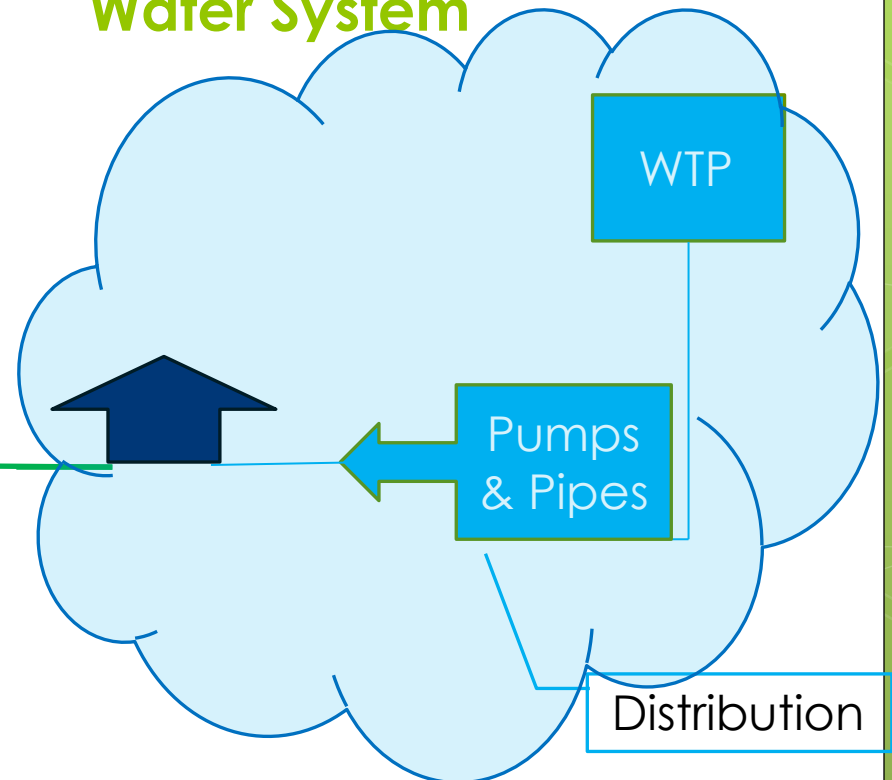


System Background

Wastewater System



Water System



The Equipment



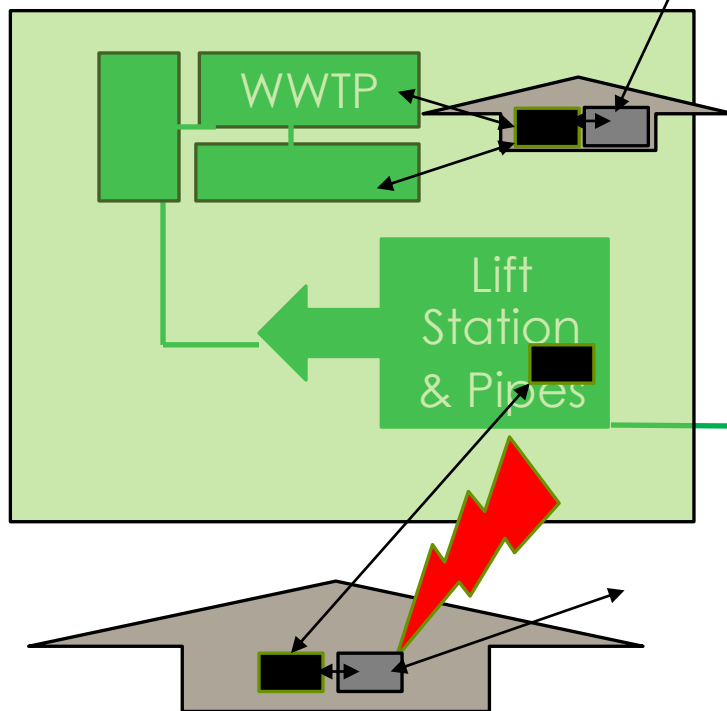
- A **programmable logic controller (PLC)** - digital computer, adapted to control a process, (i.e. ON-OFF for LS). PLC is flexible and has easily programmable controllers and is suitable for harsh environments.
- A **remote terminal unit (RTU)** - microprocessor-controlled electronic device; interfaces objects in the real world (i.e. pumps in LS) to SCADA system by transmitting telemetry data (via radio for WW System)



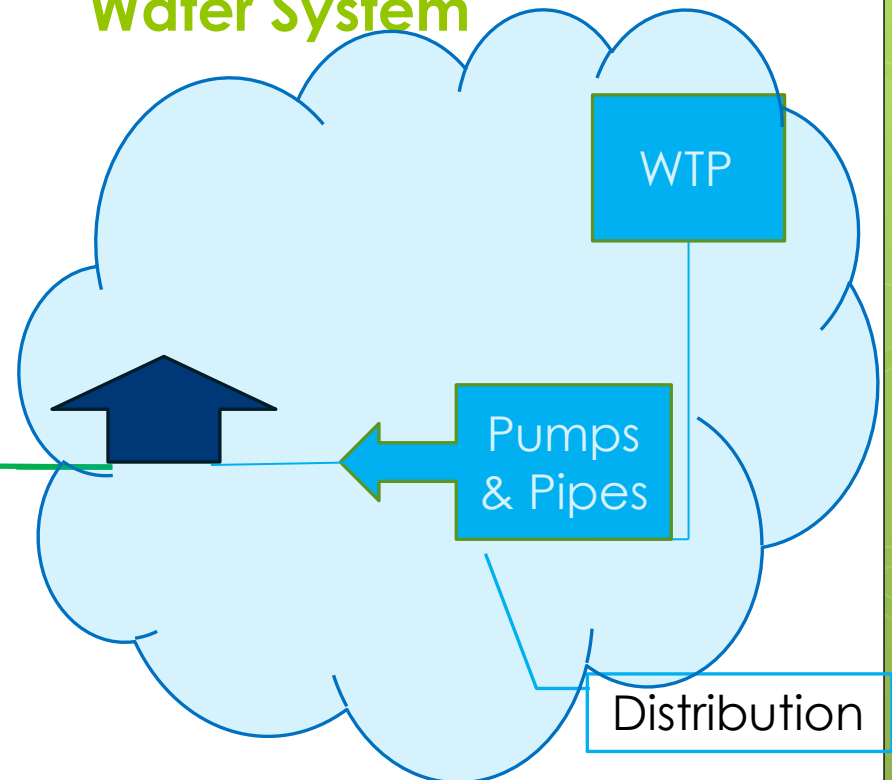


The Problem

Wastewater System



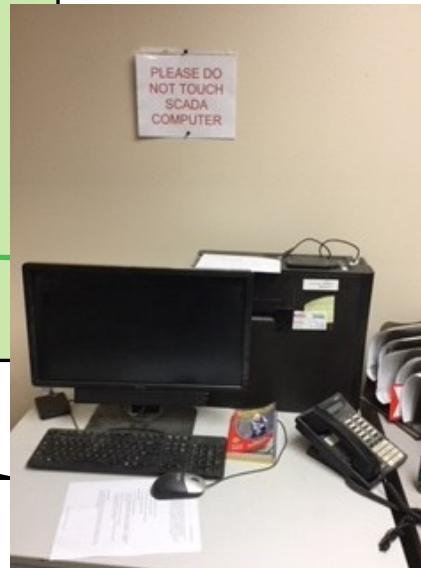
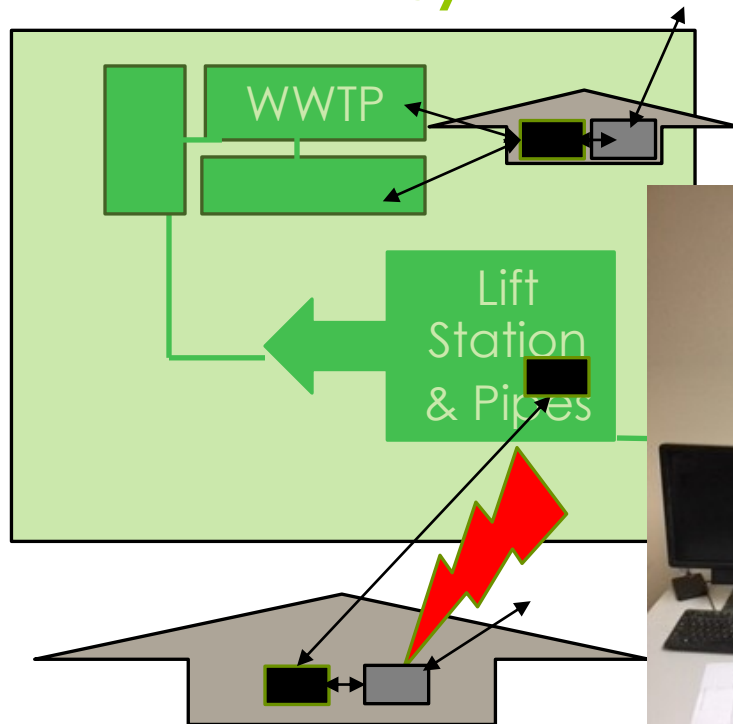
Water System



The Problem



Wastewater System

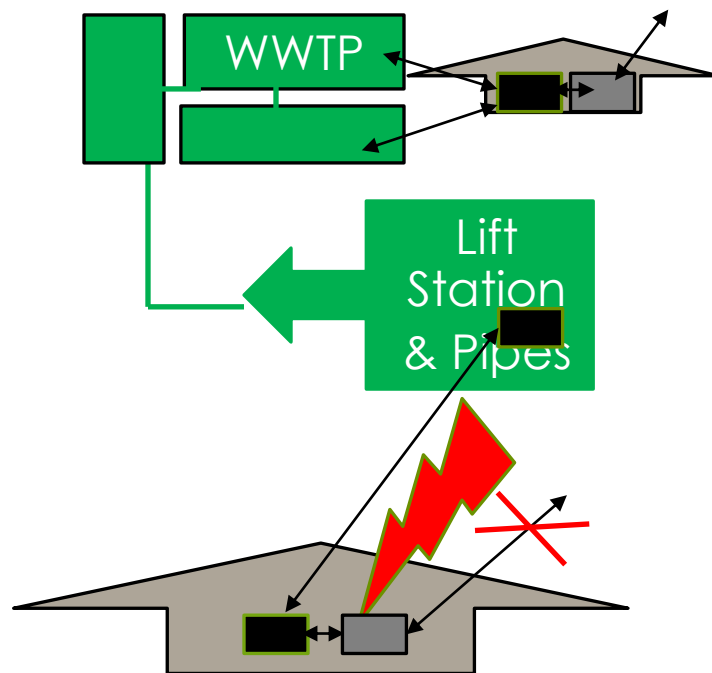


- Existing system using Windows XP system went down
- Back up system using Windows 7 was engaged
- Back up system went down within several days
- No parts available for repair

The Problem



Wastewater System



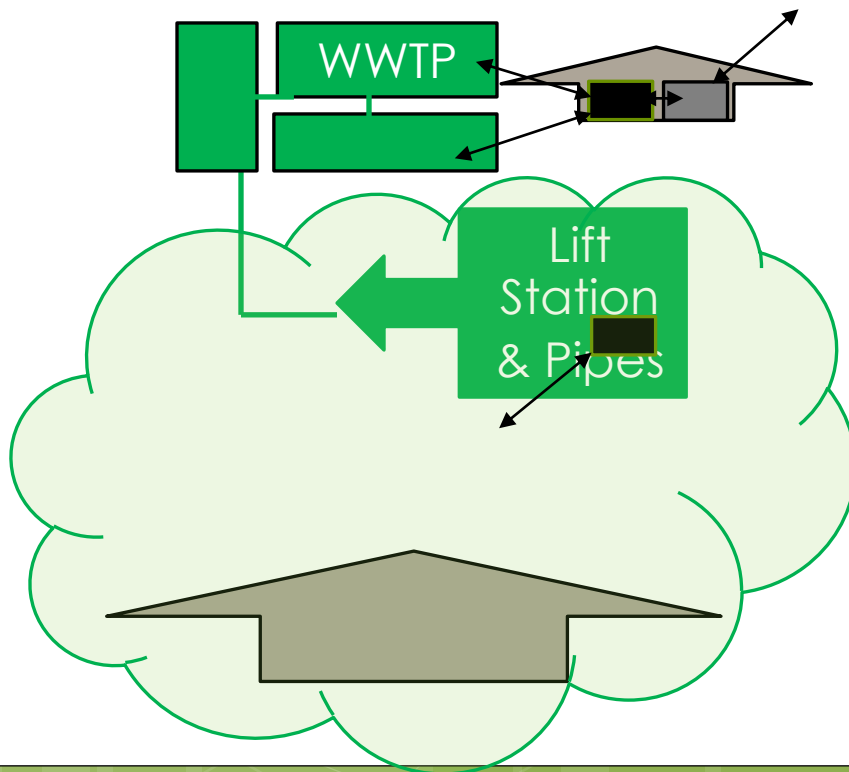
What does it mean?

- Computer systems (PLC/RTU) at each lift station is still operating
- Impact: Information is relayed outside of the lift station (via radio) but not received/transmitted from inoperative computer at Public Works to staff
- Example: Alarms are not received by staff

The Solution – Temporarily



Wastewater System



Carefree Cloud System

- Advance Control System (ACS) installed temporary Carefree (cloud-based) system
- Impact: Information is now relayed outside of the lift station to ACS cloud hosted system
- Example: Alarms and baseline information are available to staff directly from LS

The Solution Review

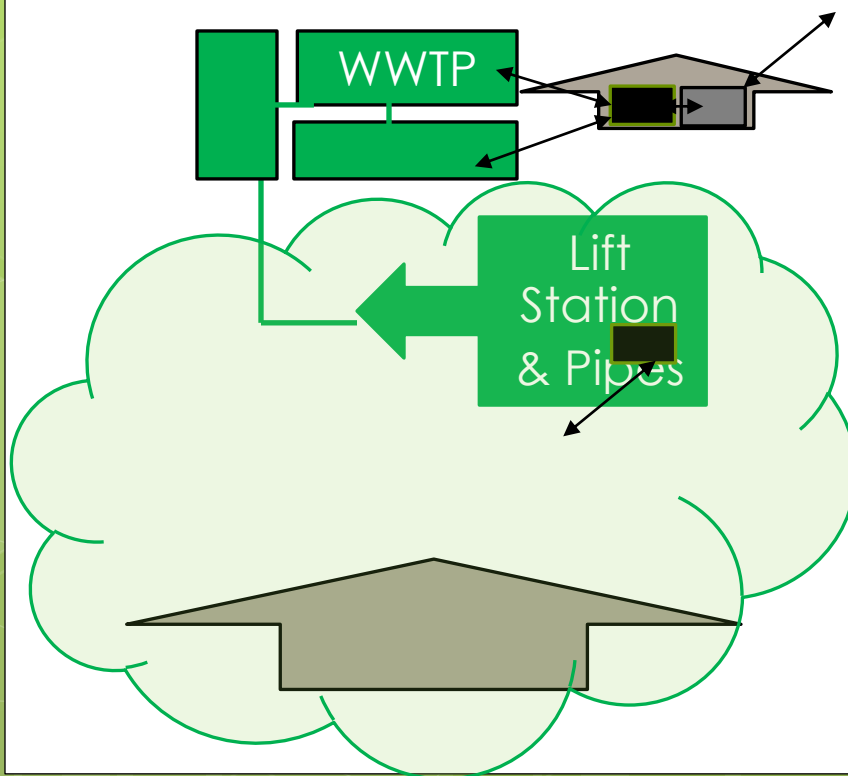


	Carefree SCADA	Local SCADA
Initial Cost	Relatively Low	Relatively High
Long term cost (10 yr)	Slightly lower	Slightly Higher
Reliability	High – Handled by service provider and covered with contract	High but depends on local maintenance and updates
Maintainability	Good but locked in with a single systems integrator	Good but will require contracted services
Data Integrity	Depends on configuration	Depends on configuration
Security	Internet based for all functions	Internet based for remote access
Graphics consistency	Excellent	Good
Failure Recovery	Good – probably able to recover via remote connection	Good but will likely require contracted services

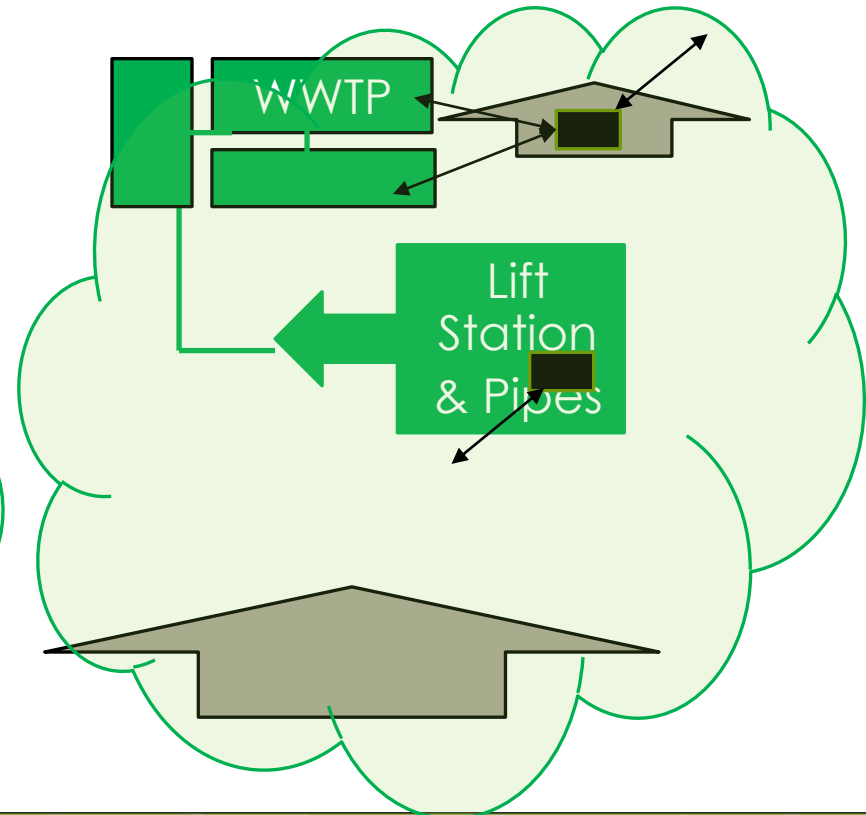
The Solution – Permanent Cloud Coverage



Step 1 - Wastewater Collections System



Step 2 – Wastewater Treatment Plant



The Cost



Project Cost

- Step 1 – WW Collections System: \$16,855
- Emergency temp fix \$ applied to permanent solution
- Step 2 – WWTP: \$11,055

Project Funds Available

- Wastewater Fund Facility Plan delayed per DEQ's NPDES schedule
- Leaves \$270,000 available in WW Fund
- Portion of that Plan would have covered review and assessment of SCADA system

The Timing



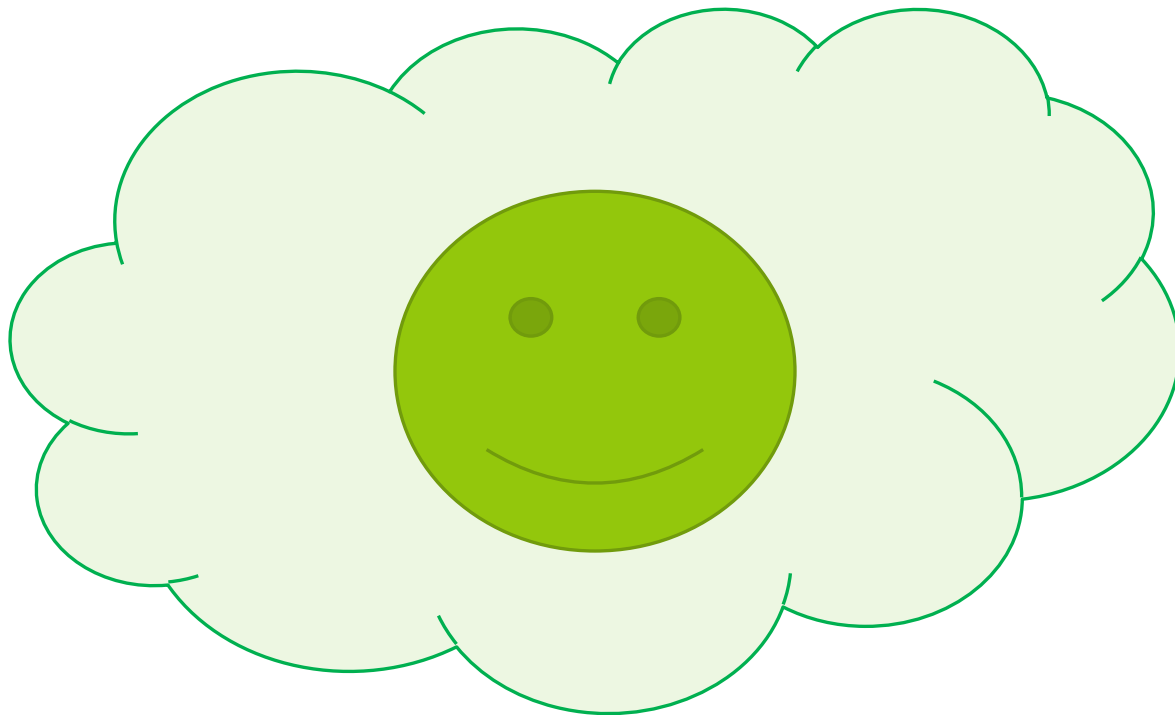
Step 1 – WW Collections SCADA Migration

- Week of October 16 through mid-November

Step 2 – WWTP SCADA Migration

- Total time: 4 to 5 weeks
- If approved, end of November to mid-December

Questions?



Casey Mordhorst
CH2M-Hill Ontario

PROPOSAL #: 20170918_1530
September 18, 2017

~ Collections Carefree@SCADA Proposal ~

Situation:

Over the weekend of September 16th the Collections SCADA server crashed and the backup Collections server hard drives was found to be corrupted. ACS emergency team brought the entire Collections SCADA back online under cloud hosted Carefree SCADA in about 8 hours.

Scope: ACS will continue to provide Carefree SCADA under the standard terms and conditions of service.

Carefree@SCADA is an exclusive service of ACS that offers a relatively low up-front cost accompanied by affordable monthly payments. Additionally all SCADA system infrastructure and maintenance resides in the "Cloud" at ACS facilities removing the responsibility and cost to support it from the City of Ontario (the City). ACS can also provide shadow monitoring*, instant function/feature change* and instant problem resolution* due to Cloud hosting. Data collection and control at each incremental site would be performed by an affordable Smart RTU* provided by ACS that would communicate with ACS Cloud hosted servers via secure **Carefree@Comms** cellular communications. An Operator would need only an off the shelf laptop, desktop, smart phone or tablet to log into their SCADA in the Cloud anywhere they could connect to the internet. Alarms could be sent via email or text to a smart phone and by text to a simple flip phone*.

* Shadow monitoring, instant function/feature change and instant problem resolution are outside the Carefree service and may incur standard labor rates

* Operators can only acknowledge Carefree SCADA alarms via a conventional computer, smart phone or tablet. Flip phones support alarm acknowledgement but do not support monitoring or remote control.

* Client is responsible for indoor wall or outdoor pedestal with I/O and power already wired and piped to desired location. This is a pre-requisite for a standard ACS Carefree installation. ACS can provide this service for an additional cost at standard rate for time and materials. See ACS standard terms and conditions for more information.

Professional SCADA Services, Schedule and Participants

We propose that Phases I & II be completed over a <TIME FRAME> contiguous period as follows in Figure 1:

Figure 1: Proposed Schedule

Phase	Activity	Scope of Work	Calendar time
I	Programming Factory Acceptance Testing (FAT)	- Configuration of hosted SCADA server and SQL data historian - Design and programming of Web View display/interface - FAT (simulated with ACS hardware remotely witnessed by client)	Completed
II	Commission, Operational Readiness Testing (ORT)	- Work with Client's installer to Integrate <STN TYPE> station controllers with ACS web hosting SCADA server - Perform ORT	Completed
Total time to complete from start finish			Completed

Carefree@ SCADA

Figure 2: Component Pricing

Exhibit	Component	Description	Re-occurring Monthly Rate	One Time Migration Fee
A	Core Web View	Part of the "Core" Carefree offering providing remote monitoring through secure ACS published web pages	\$48.00/mo	250.00



10400 Overland Rd #396 • Boise, ID 83709 • Phone: 208.362.5858 • Fax: 208.965.8301 • <http://advancedcontrol.com>

B	<u>Core Historian</u>	Part of the "Core" Carefree offering providing data warehousing which is a prerequisite for Email/Text Alarming and data trending	\$48.00/mo	\$150.00
C	<u>Core Site</u>	Site added for Core System	\$48.00/mo	\$3,050.00
D	<u>Email/Text Alarming</u>	Context alarm messaging for five alarms on up to three telephones	\$48.00/mo	\$250.00
E	<u>Overview Screen</u>		\$0.00/mo	\$495.00
F	<u>Control Point</u>	Remote control from any internet connected computer or mobile device for up to five points* of connection	\$48.00/mo	\$1,495.00
G	<u>Carefree Mobile</u>	Mobile access from your smart phone or smart tablet	\$48.00/mo	\$215.00
H	<u>East Side LS</u>	Additional station in beyond the initial "Core" station	\$48.00/mo	\$1,095.00
I	<u>SRCI Headworks</u>	Additional station in beyond the initial "Core" station	\$48.00/mo	\$1,095.00
J	<u>8th Ave LS</u>	Additional station in beyond the initial "Core" station	\$48.00/mo	\$1,095.00
K	<u>LID 44 LS</u>	Additional station in beyond the initial "Core" station	\$48.00/mo	\$1,095.00
L	<u>Lower LS</u>	Additional station in beyond the initial "Core" station	\$48.00/mo	\$1,095.00
M	<u>Malhuer LS</u>	Additional station in beyond the initial "Core" station	\$48.00/mo	\$1,095.00
N	<u>Murakami LS</u>	Additional station in beyond the initial "Core" station	\$48.00/mo	\$1,095.00
O	<u>NW Region LS</u>	Additional station in beyond the initial "Core" station	\$48.00/mo	\$1,095.00
P	<u>Tapadera LS</u>	Additional station in beyond the initial "Core" station	\$48.00/mo	\$1,095.00
Q	<u>West Idaho LS</u>	Additional station in beyond the initial "Core" station	\$48.00/mo	\$1,095.00
Subtotals			\$768.00/mo	\$16,855.00

Other Charges: \$0.00*

* ACS installation charges have already been completed and will be billed separately under time and materials

Monthly Recurring Fee: \$768.00*

One-Time Fixed Migration Fee: \$16,855.00*

* 1st monthly fee invoiced the 25th of the month after agreement execution

* Pricing does not include installation. If not provided by the City then call ACS for pricing. ACS labor and travel rate \$97/hour.

* Training via Web Session is included in the monthly recurring fee

ACS will provide the services listed above in accordance with our attached company Terms and Conditions.

To re-quote, please contact our office at 208.362.5858.

Acceptance of Service — Please sign where noted below and return a copy to our office. Your signature will serve as authorization to proceed and an acceptance of our Terms and Conditions.

Signature: Casey Murchorst Date: October 11, 2017

Name: Printed or Typed Casey Murchorst Your PO Number or Work Order Number: Collections SCADA

Advanced Control Systems, LLC
10400 Overland Rd #396
Boise, ID 83709

Phone: (208) 362-5858
Fax: (208) 965-8301
Email: sales@advancedcontrol.com

20170918_1530 Collections Carefree Proposal

Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
Printed: 10/9/2017 3:43 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
121977	270285	ENHANCED TELECOMMUNICATIONS	08/07/2017	48.50
121978	451750	MALHEUR COUNTY SHERIFF'S OFFIC	08/07/2017	48,536.00
121979	583450	State of Oregon Dept of Corrections	08/07/2017	3,240.00
121980	614087	Peace Officers Research Association of Cal	08/07/2017	12.00
121981	&525	American Staffing, Inc.	08/07/2017	1,916.80
121982	879130	Ani-Care Animal Shelter, Inc.	08/07/2017	1,370.08
121983	037600	AT&T	08/07/2017	20.69
121984	130624	B & W Car Wash	08/07/2017	39.00
121985	010500	Tori Barnett	08/07/2017	186.28
121986	626400	Campo & Poole Distributing, LLC	08/07/2017	2,821.42
121987	637828	Century Link Communications, LLC	08/07/2017	75.36
121988	878915	CH2M Hill OMI	08/07/2017	856,595.51
121989	364000	Clarion Inn	08/07/2017	69.62
121990	879220	Caitlin Cruickshank	08/07/2017	53.11
121991	879028	Dan Cummings	08/07/2017	35.00
121992	324000	Gem State Communications, Inc.	08/07/2017	470.00
121993	878973	Guardian Management Company	08/07/2017	849.22
121994	441140	Looks Nu, Inc.	08/07/2017	59.00
121995	MALLEAM/	Mallory Mallea	08/07/2017	35.00
121996	MCLEAN	MIKE MCLEAN	08/07/2017	29.82
121997	614087	Peace Officers Research Association of Cal	08/07/2017	351.00
121998	879149	PROFORCE LAW ENFORCEMENT	08/07/2017	4,340.83
121999	684622	Marcy Siriwardene	08/07/2017	35.00
122000	686822	Sprint	08/07/2017	108.83
122001	738993	Tangent Computer	08/07/2017	2,445.00
122002	878931	Tire Factory of Ontario	08/07/2017	238.00
122003	879146	Toshiba Financial Services	08/07/2017	1,625.50
122004	788402	TransUnion Risk & Alternative Data Soluti	08/07/2017	140.00
122005	878957	Valli Information Systems, Inc.	08/07/2017	191.54
122006	288897	Verizon	08/07/2017	1,317.42
122007	879151	Waste-Pro	08/07/2017	30.00
122008	878921	WILKINS SAW & POWER EQUIPMENT	08/07/2017	40.06
122009	ZINKA	Anita Zink	08/07/2017	35.00
Total for 8/7/2017:				927,360.59
122010	879221	Bulls & Broncs Extravaganza	08/11/2017	5,000.00
122011	539200	Ontario Area Chamber of Commerce	08/11/2017	1,825.00
122012	686805	SNAKE RIVER NISEI GOLF ASSOCIATI	08/11/2017	4,000.00
122013	130624	B & W Car Wash	08/11/2017	42.00
122014	408200	J-U-B Engineers, Inc.	08/11/2017	14,707.73
122015	005000	A-1 KEY & LOCK SERVICE	08/11/2017	31.00
122016	UB*11320	JAIME ALEJANDRO	08/11/2017	24.04
122017	032180	Anytime Septic Service, LLC	08/11/2017	175.00
122018	130950	Cable One	08/11/2017	297.95
122019	626400	Campo & Poole Distributing, LLC	08/11/2017	3,693.16
122020	143500	Cascade Fire Equipment Company	08/11/2017	64.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
122021	637830	Century Link	08/11/2017	1,519.86
122022	364000	Clarion Inn	08/11/2017	76.50
122023	247940	DOOLEY ENTERPRISES, INC	08/11/2017	1,556.54
122024	634311	Frazier Aviation, LLC	08/11/2017	425.00
122025	UB*11319	EMMA HANCOCK	08/11/2017	81.57
122026	368200	Hughes Fire Equipment, Inc.	08/11/2017	57.95
122027	392000	INTERSTATE ELECTRIC SUPPLY, INC	08/11/2017	25.69
122028	UB*11321	SHANNON KELLY	08/11/2017	50.36
122029	879191	Kristy's Custom Sewing	08/11/2017	4.00
122030	441140	Looks Nu, Inc.	08/11/2017	18.00
122031	500400	NORCO, INC.	08/11/2017	478.99
122032	879142	OAMR --CITY OF MEDFORD	08/11/2017	510.00
122033	528405	Oster Professional Group, LLC	08/11/2017	23,000.00
122034	&357	Larry A. Sullivan	08/11/2017	2,313.10
122035	UB*11318	KATHERINA TONN	08/11/2017	11.69
122036	878957	Valli Information Systems, Inc.	08/11/2017	1,947.67
122037	862500	Wilbur-Ellis Company, LLC	08/11/2017	696.25
Total for 8/11/2017:				62,633.05
ACH	PRFED	PAYROLL TAXES	08/18/2017	205.54
ACH	PRPERS	OREGON PERS	08/18/2017	318.64
122038	879133	Community in Action	08/18/2017	9,984.70
122039	428200	LEAGUE OF OREGON CITIES	08/18/2017	338.60
122040	456402	Malheur County Clerk	08/18/2017	67.00
122041	832852	Wells Fargo Business Elite Card	08/18/2017	726.91
122042	240100	State of Oregon Dept of Consumer & Busin	08/18/2017	2,924.42
122043	879176	SEDER ARCHITECTURE & URBAN DE	08/18/2017	2,000.00
122044	007140	LIZ AMASON	08/18/2017	164.00
122045	879130	Ani-Care Animal Shelter, Inc.	08/18/2017	1,370.08
122046	879016	BOISE MOBILE EQUIPMENT	08/18/2017	442.00
122047	130950	Cable One	08/18/2017	72.22
122048	626400	Campo & Poole Distributing, LLC	08/18/2017	4,054.19
122049	144000	Cascade Natural Gas Corporation	08/18/2017	13.05
122050	173000	CHIEF SUPPLY CORPORATION, INC	08/18/2017	281.31
122051	879133	Community in Action	08/18/2017	21,686.10
122052	879019	FOUR RIVERS LAWN & GARDEN	08/18/2017	65.00
122053	344128	City of Fruitland	08/18/2017	12,541.95
122054	324000	Gem State Communications, Inc.	08/18/2017	470.00
122055	333852	Graphic Impressions	08/18/2017	630.00
122056	UB*11323	GUADALUPE HERNANDEZ	08/18/2017	109.55
122057	382005	Interpath Laboratory, Inc.	08/18/2017	143.04
122058	073400	DEBORAH L JEFFRIES	08/18/2017	18.19
122059	879045	M & L Equipment, LLC	08/18/2017	7,128.71
122060	UB*11322	HEATHER MCLEAN &	08/18/2017	51.93
122061	879161	Robert Metzger	08/18/2017	17.97
122062	UB*11324	JOSE MONCADA	08/18/2017	88.44
122063	602320	NAPA Auto Parts	08/18/2017	73.49
122064	879163	ONTARIO AUTO RANCH	08/18/2017	110.00
122065	242083	STATE OF OREGON DEPARTMENT OF	08/18/2017	3.00
122066	516494	State of Oregon Department of Transportati	08/18/2017	263.08
122067	583401	OREGON DEPT OF ENVIRONMENTAL	08/18/2017	341.00
122068	642080	PETTY CASH	08/18/2017	224.93
122069	879222	Stone Mountain Music	08/18/2017	250.00
122070	738002	Symbol Arts, LLC	08/18/2017	110.00
122071	878965	Western States Asphalt, LLC	08/18/2017	51,144.73
122072	878992	Wolfcom Enterprises	08/18/2017	60.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
			Total for 8/18/2017:	118,493.77
122073	&260	Four Rivers Cultural Center	08/21/2017	27,973.54
122074	832852	Wells Fargo Business Elite Card	08/21/2017	9,925.39
122075	539200	Ontario Area Chamber of Commerce	08/21/2017	22,840.76
122076	879223	John Freeberg	08/21/2017	500.00
			Total for 8/21/2017:	61,239.69
122077	816597	BANK OF EASTERN OREGON	08/22/2017	30,988.84
122078	UB*11326	ANGELA EHRHARDT **	08/22/2017	26.68
122079	UB*11327	DEBBIE\WILLIAM GENTRY\ FLOWER	08/22/2017	214.54
122080	UB*11325	JANET THACKER	08/22/2017	73.28
122081	879167	David Worth	08/22/2017	35.98
			Total for 8/22/2017:	31,339.32
122082	879173	Tonia Montgomery	08/24/2017	240.00
			Total for 8/24/2017:	240.00
19287	PRICMA	I C M A RETIREMENT TRUST 457	08/31/2017	150.00
19288	PRIDCHIL	IDAHO CHILD SUPPORT RECEIPTING	08/31/2017	734.96
19289	PRLINC	LINCOLN NATIONAL LIFE INS CO	08/31/2017	350.00
19290	PRSFIRE	UMPQUA BANK	08/31/2017	360.00
19291	PRUTCH	UTAH, OFFICE OF RECOVERY SERVIC	08/31/2017	716.00
			Total for 8/31/2017:	2,310.96
122083	879166	Pitney Bowes Global Financial Services, LI	09/01/2017	41.47
122084	878971	WFCA: The Daily Dispatch	09/01/2017	405.00
122085	&525	American Staffing, Inc.	09/01/2017	1,916.80
122086	032180	Anytime Septic Service, LLC	09/01/2017	4,070.00
122087	879224	Calibre Press	09/01/2017	1,512.00
122088	144000	Cascade Natural Gas Corporation	09/01/2017	13.05
122089	637830	Century Link	09/01/2017	1,285.58
122090	364000	Clarion Inn	09/01/2017	129.12
122091	879028	Dan Cummings	09/01/2017	35.00
122092	436000	Lindsay Eco Water	09/01/2017	12.00
122093	376000	Idaho Power	09/01/2017	4,100.11
122094	420000	John Deere Financial	09/01/2017	63.98
122095	408200	J-U-B Engineers, Inc.	09/01/2017	2,359.05
122096	489999	BRULE LEHMAN	09/01/2017	30.80
122097	879045	M & L Equipment, LLC	09/01/2017	5,200.16
122098	879225	Malheur Media, LLC	09/01/2017	40.00
122099	MALLEAM/	Mallory Mallea	09/01/2017	35.00
122100	360049	RIDG MEDFORD	09/01/2017	120.00
122101	501200	Norm's Auto Electric	09/01/2017	29.95
122102	532000	Ontario Bearing & Hydraulic, Inc.	09/01/2017	37.98
122103	&419	Ontario Lions Club	09/01/2017	60.00
122104	572000	Ontario Sanitary Service, Inc.	09/01/2017	439.74
122105	583352	State of Oregon Department of Consumer a	09/01/2017	89.60
122106	583450	State of Oregon Dept of Corrections	09/01/2017	2,700.00
122107	879166	Pitney Bowes Global Financial Services, LI	09/01/2017	953.25
122108	879226	PortaPros	09/01/2017	303.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
122109	360004	Saint Alphonsus Ontario	09/01/2017	170.00
122110	666192	Savvy Software, Inc.	09/01/2017	1,020.00
122111	684622	Marcy Siriwardene	09/01/2017	35.00
122112	686822	Sprint	09/01/2017	108.83
122113	879228	The SpyGlass Group, LLC	09/01/2017	3,045.78
122114	702008	Staples Advantage	09/01/2017	532.26
122115	&275	Sun Guard Window Tinting	09/01/2017	175.00
122116	879146	Toshiba Financial Services	09/01/2017	1,627.50
122117	878957	Valli Information Systems, Inc.	09/01/2017	180.27
122118	288897	Verizon	09/01/2017	1,258.47
122119	878965	Western States Asphalt, LLC	09/01/2017	10,364.80
122120	ZINKA	Anita Zink	09/01/2017	35.00
Total for 9/1/2017:				44,535.55
122121	314441	FCS GROUP	09/08/2017	7,635.00
122122	879230	Parents of Abegail Alatorre	09/08/2017	47.00
122123	&525	American Staffing, Inc.	09/08/2017	479.20
122124	032180	Anytime Septic Service, LLC	09/08/2017	140.00
122125	033300	Argus Observer	09/08/2017	371.97
122126	034238	Art's Custom Coatings	09/08/2017	100.00
122127	037600	AT&T	09/08/2017	20.51
122128	130624	B & W Car Wash	09/08/2017	33.00
122129	879214	Baker Packing	09/08/2017	2,022.00
122130	010500	Tori Barnett	09/08/2017	240.50
122131	130950	Cable One	09/08/2017	297.95
122132	626400	Campo & Poole Distributing, LLC	09/08/2017	4,851.60
122133	637828	Century Link Communications, LLC	09/08/2017	104.25
122134	364000	Clarion Inn	09/08/2017	69.62
122135	UB*11329	SAMUEL CORLISS	09/08/2017	52.75
122136	256603	Eastern Oregon Youth Football League	09/08/2017	650.00
122137	645195	Fire Rescue Equipment NW, LLC	09/08/2017	1,230.00
122138	T2600	Four Rivers Veterinary Clinic	09/08/2017	227.11
122139	333852	Graphic Impressions	09/08/2017	50.00
122140	878973	Guardian Management Company	09/08/2017	1,350.11
122141	UB*11330	HAWKINS COMPANIES	09/08/2017	70.91
122142	376002	Idaho Power - Payette Operations Center	09/08/2017	6,903.00
122143	879191	Kristy's Custom Sewing	09/08/2017	61.00
122144	879229	LA Police Gear, Inc.	09/08/2017	1,179.90
122145	436000	Lindsay Eco Water	09/08/2017	17.00
122146	UB*11328	VENESSA MACHUCA	09/08/2017	42.40
122147	UB*11332	BASSAM MAROOKI	09/08/2017	34.25
122148	879219	NorthWest Recreation of Oregon	09/08/2017	8,778.00
122149	879232	Parents of Valentina Oretaga	09/08/2017	30.00
122150	641142	The Radar Shop, Inc.	09/08/2017	152.00
122151	879231	Parents of Georgie Rodriguez	09/08/2017	55.00
122152	UB*11331	PATRICIA RUFFIN	09/08/2017	29.49
122153	879145	Silver Signet, LLC	09/08/2017	111.00
122154	738002	Symbol Arts, LLC	09/08/2017	353.00
122155	878931	Tire Factory of Ontario	09/08/2017	55.00
122156	788402	TransUnion Risk & Alternative Data Soluti	09/08/2017	140.00
122157	879212	Uniforms 2 Gear	09/08/2017	181.75
122158	879233	Utopic Software	09/08/2017	1,295.00
122159	879151	Waste-Pro	09/08/2017	30.00
122160	863995	White Cloud Communications-Boise, Inc.	09/08/2017	1,574.95
122161	774001	Wtechlink	09/08/2017	602.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
			Total for 9/8/2017:	41,668.22
122162	879234	Automatic Ice Corporation	09/15/2017	345.00
122163	021707	Carbonite, Inc.	09/15/2017	2,400.00
122164	144000	Cascade Natural Gas Corporation	09/15/2017	13.05
122165	637830	Century Link	09/15/2017	635.72
122166	878915	CH2M Hill OMI	09/15/2017	427,790.11
122167	190220	Commercial Tire, Inc.	09/15/2017	804.22
122168	879133	Community in Action	09/15/2017	2,500.00
122169	634311	Frazier Aviation, LLC	09/15/2017	425.00
122170	344128	City of Fruitland	09/15/2017	48,492.38
122171	368200	Hughes Fire Equipment, Inc.	09/15/2017	1,365.28
122172	879235	Kristen's Lovng Touch	09/15/2017	50.00
122173	456402	Malheur County Clerk	09/15/2017	67.00
122174	572000	Ontario Sanitary Service, Inc.	09/15/2017	274.88
122175	516494	State of Oregon Department of Transportati	09/15/2017	74.16
122176	528405	Oster Professional Group, LLC	09/15/2017	23,000.00
122177	614087	Peace Officers Research Association of Cal	09/15/2017	354.02
122178	368050	Robb Enterprises	09/15/2017	57.23
122179	&357	Larry A. Sullivan	09/15/2017	1,120.00
122180	878957	Valli Information Systems, Inc.	09/15/2017	1,944.81
122181	832852	Wells Fargo Business Elite Card	09/15/2017	10,358.87
			Total for 9/15/2017:	522,071.73
122182	878974	Revitalize Ontario	09/19/2017	13,500.00
			Total for 9/19/2017:	13,500.00
122183	&525	American Staffing, Inc.	09/22/2017	958.40
122184	879130	Ani-Care Animal Shelter, Inc.	09/22/2017	1,370.08
122185	130950	Cable One	09/22/2017	63.75
122186	626400	Campo & Poole Distributing, LLC	09/22/2017	3,517.59
122187	144000	Cascade Natural Gas Corporation	09/22/2017	13.05
122188	256603	Eastern Oregon Youth Football League	09/22/2017	1,145.00
122189	285646	Field-Waldo Insurance Agencies, Inc.	09/22/2017	300.00
122190	&260	Four Rivers Cultural Center	09/22/2017	31,771.44
122191	333890	Graphix Wear	09/22/2017	1,960.00
122192	376000	Idaho Power	09/22/2017	1,674.44
122194	646384	RMT Equipment	09/22/2017	59,470.00
122195	646085	Rodda Paint	09/22/2017	214.12
122196	686822	Sprint	09/22/2017	99.92
122197	785001	Treasure Valley Custom Upholstery	09/22/2017	471.00
122198	823500	Vale Electric, Inc.	09/22/2017	48,675.58
122199	878957	Valli Information Systems, Inc.	09/22/2017	178.71
122200	863995	White Cloud Communications-Boise, Inc.	09/22/2017	85.00
122201	868215	Witmer Public Safety Group, Inc.	09/22/2017	348.67
122202	539200	Ontario Area Chamber of Commerce	09/22/2017	400.00
122203	539200	Ontario Area Chamber of Commerce	09/22/2017	26,281.19
			Total for 9/22/2017:	178,997.94
ACH	PRFED	PAYROLL TAXES	09/25/2017	1,073.83
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	09/25/2017	332.68
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	09/25/2017	100.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	PRPERS	OREGON PERS	09/25/2017	1,022.79
Total for 9/25/2017:				2,529.30
ACH	PRFED	PAYROLL TAXES	09/26/2017	385.22
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	09/26/2017	61.92
ACH	PRPERS	OREGON PERS	09/26/2017	597.23
122204	CARTBETT	BETTY CARTER	09/26/2017	572.75
122205	879236	RAMON PALOMO	09/26/2017	149.00
122206	879136	MONTESSA WINEBARGER	09/26/2017	149.00
Total for 9/26/2017:				1,915.12
ACH	PRAFLAC	AMERICAN FAMILY LIFE ASSURANCE	09/29/2017	2,111.31
ACH	PRAMERF	AMERICAN FUNDS GROUP	09/29/2017	500.00
ACH	PRCCIS	E B S TRUST	09/29/2017	59,548.78
ACH	PRFED	PAYROLL TAXES	09/29/2017	63,414.50
ACH	PRNATW	NATIONWIDE RETIREMENT SOLUTIO	09/29/2017	250.00
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	09/29/2017	435.00
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	09/29/2017	16,724.99
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	09/29/2017	2,100.00
ACH	PRPERS	OREGON PERS	09/29/2017	73,919.21
19335	PRICMA	I C M A RETIREMENT TRUST 457	09/29/2017	150.00
19336	PRIDCHIL	IDAHO CHILD SUPPORT RECEIPTING	09/29/2017	734.96
19337	PRLINC	LINCOLN NATIONAL LIFE INS CO	09/29/2017	350.00
19338	PRSFIRE	UMPQUA BANK	09/29/2017	360.00
19339	PRUTCH	UTAH, OFFICE OF RECOVERY SERVIC	09/29/2017	716.00
122207	UB*11337	AARON ANDERSON	09/29/2017	50.77
122208	UB*11333	ALBERT BENNETT	09/29/2017	73.34
122209	637830	Century Link	09/29/2017	277.26
122210	364000	Clarion Inn	09/29/2017	25.50
122211	UB*11336	BRANDON DODDS	09/29/2017	7.72
122212	376000	Idaho Power	09/29/2017	1,787.16
122213	408200	J-U-B Engineers, Inc.	09/29/2017	2,304.39
122214	412500	Keller Associates, Inc.	09/29/2017	3,245.00
122215	879191	Kristy's Custom Sewing	09/29/2017	16.00
122216	879173	Tonia Montgomery	09/29/2017	40.00
122217	572000	Ontario Sanitary Service, Inc.	09/29/2017	444.38
122218	879012	State of Oregon Dept of Public Safety Stan	09/29/2017	40.00
122219	646085	Rodda Paint	09/29/2017	214.12
122220	UB*11334	ARTURO/JANIE RODRIGUEZ	09/29/2017	109.79
122221	684622	Marcy Siriwardene	09/29/2017	85.00
122222	UB*11335	FRED STARK, MD &	09/29/2017	49.27
122223	288897	Verizon	09/29/2017	1,634.18
122224	412500	Keller Associates, Inc.	09/29/2017	1,630.00
Total for 9/29/2017:				233,348.63
Report Total (275 checks):				2,242,183.87