

AGENDA
CITY COUNCIL - CITY OF ONTARIO, OREGON
Monday, February 7, 2011, 7:00 p.m., M.T.

- 1) **Call to order**
A) Roll Call: Norm Crume ___ Jack Fox ___ Charlotte Fugate ___ Dan Jones ___
David Sullivan ___ Ron Verini ___ Mayor Joe Dominick ___

2) **Pledge of Allegiance**

This Agenda was posted on Wednesday, February 2, 2011, and a study session was held on Friday, February 4, 2011. Copies of the Agenda are available at the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

3) **Motion to adopt the entire agenda**

4) **Consent Agenda: Motion Action Approving Consent Agenda Items**

- A) Approval of Minutes of Regular Meeting of 01/18/2011 1-8
B) Approval of Minutes of Special Meeting of 01/13/2011 9-10
C) Golf Course Lease 11-25
D) Approval of the Bills

- 5) **Public Comments:** Citizens may address the Council on items not on the Agenda. Council may not be able to provide an immediate answer or response, but will direct staff to follow up within three days on any question raised. Out of respect to the Council and others in attendance, please limit your comment to three (3) minutes. Please state your name and city of residence for the record.

6) **New Business**

- A) Appointments to City Committees 26-42

7) **Public Hearing: 7:30 p.m.**

- A) Resolution #2011-102: LID #47 - Nadine Drive 43-70

8) **Correspondence, Comments and Ex-Officio Reports**

9) **Adjourn**

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

COUNCIL MEETING MINUTES
January 18, 2011

The regular meeting of the Ontario City Council was called to order by Mayor Joe Dominick at 7:00 p.m. on Tuesday, January 18, 2011, in the Council Chambers of City Hall. Council members present were Norm Crume, Joe Dominick, Charlotte Fugate, Dan Jones, David Sullivan and Ronald Verini. Jack Fox was excused.

Members of staff present were Tori Barnett, Mark Alexander, Chuck Mickelson, Larry Sullivan, and camera operator Delaney Kee.

David Sullivan led everyone in the Pledge of Allegiance.

AGENDA

Consensus to add Item B under New Business: Amended CDH Purchase Agreement.

David Sullivan moved, seconded by Norm Crume, to adopt the Agenda as amended. Roll call vote: Crume-yes; Fox-out; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/1.

CONSENT AGENDA

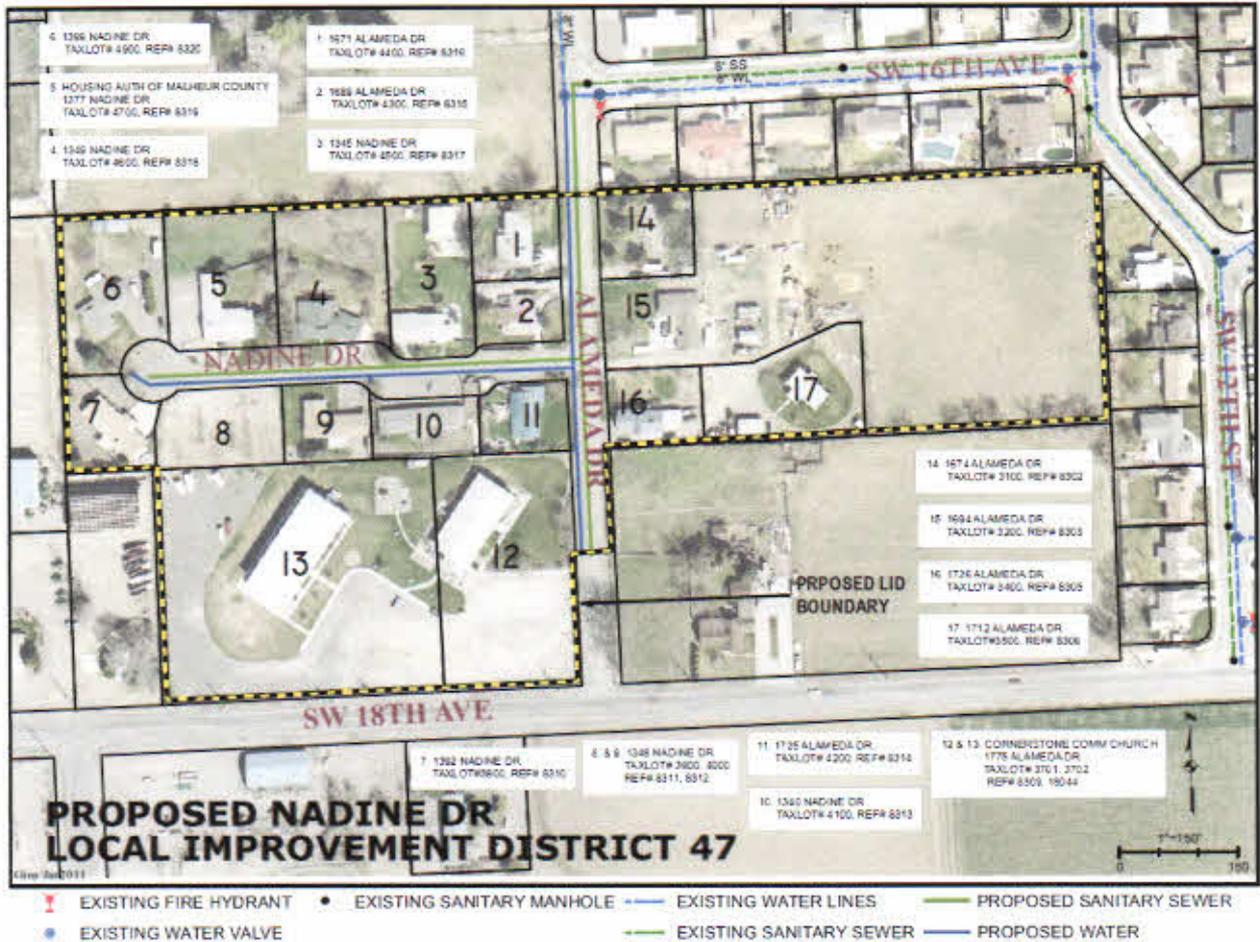
Ron Verini moved, seconded by Charlotte Fugate, to approve Consent Agenda Item A: Approval of Minutes of regular meeting of 01/03/2011; Item B: Liquor License Application: New Outlet – Brewery Public House/Winery; and Item C: Approval of the Bills. Roll call vote: Crume-yes; Fox-out; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/1.

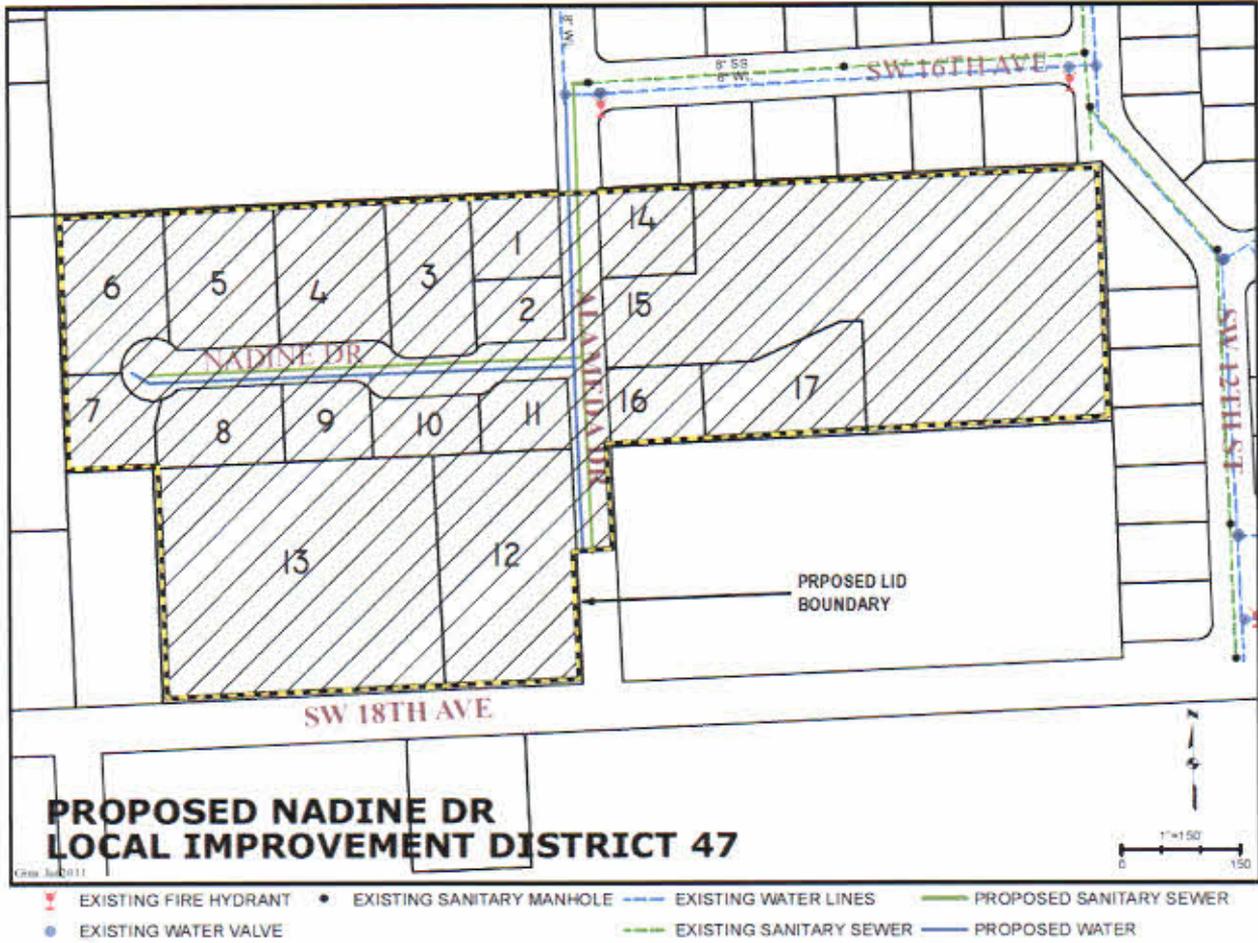
NEW BUSINESS

Resolution #2011-101: Adopt Public Works Director's Report - LID #47 (Nadine Drive); Set a Public Hearing Date

Chuck Mickelson, Public Works Director, stated this was the next step in the creation of LID 47. The Director's Report identified the location, estimated costs of construction, estimated costs of individual assessments, preliminary construction drawings and various other items required to create a local improvement district.

On August 12, 2010, during a Work Session, staff recommended that the City Council adopted Resolution 2010-138 with the intent to create a local improvement district and extend sewers into the area. The Council remanded the action to hold an additional meeting with the property owners. On September 9, 2010, at a Neighborhood Meeting, the Council directed staff to do an additional survey to determine the interest in forming an LID for sewer only, for sewer and water and those opposed to any LID. On October 28, 2010, during the Council work session, staff was directed to prepare a resolution declaring the intent to create a LID and to leave the Calvary Chapel Church property and the Michael Derrick property out of the proposed LID. On November 22, 2010, the Council adopted Resolution 2010-152; a resolution of intent to create LID 47 to construct water and sewer for the construction of sanitary sewer mains and water mains on Alameda Drive from SW 16th Avenue 615 feet south, and on Nadine Drive from Alameda Drive to the west terminus of Nadine Drive, and also directed the Public Works Director to prepare a Director's Report in accordance with the Ontario City Code.





LID 47 - NADINE / ALAMEDA DRIVE
SIGNATURES & PERCENTAGES
FOR ANNEXATION

Tax Lot	Address	Total Square Foot Per Lot	Property Owners Signed	Signed	Total Property Owners	Signed	Total Possible Electors	Electors Signing or Not Property Owner	PROPERTY OWNERS
1	4400	1671 Alameda Dr	12,632.40	12,632.40	2	2	2	2	Larry & Leanna Hoffman
2	4300	1689 Alameda Dr	9,147.60	9,147.60	2	2	2	2	George & June Krasznawolgyi
3	4500	1345 Nadine Dr	20,473.20	20,473.20	2	2	1	1	Hoffman Loving Trust, Larry & Lois Hoffman
4	3600	1349 Nadine Dr	25,700.40						Coffelt, Elaine Trust c/o Duane R. Coffelt Trustee, P.O. Box 1523, Eagle Point, OR 97324
5	4700	1377 Nadine Dr	25,264.80	25,264.80	2	2			Housing Authority of Multnomah Co 959 Fortner Street, Ontario, OR 97914
6	4900	1399 Nadine Dr	26,571.60			2		3	Sean Robert E. & Regina K. Ormsby (3) Ellen B. King
7	3800	1392 Nadine Dr	13,503.60			1		1	Rebecca Gates 120 Emma St., Payette, ID 83661
8	3900	Vacant Lot	15,246.00	15,246.00	4	4			Marlene M. Reel, Dean D. Dahnke, Larry L. Dahnke, Michael Dahnke
9	4000	1348 Nadine Dr	10,980.00	10,980.00	4	4	1	1	Marlene M. Reel, Dean D. Dahnke, Larry L. Dahnke, Michael Dahnke
10	4100	1340 Nadine Dr	10,018.80	10,018.80	1	1	1	1	George Heiler Betsy L. Moore Trustee Moore's Rest, Erata Investment, LLC 840 3rd Ave N., Payson, ID 83661
11	4200	1725 Alameda Dr	10,018.80	10,018.80	2	2	2	2	Bobby & Paula Puckett (2)
12	3702	1775 Alameda Dr	105,415.20	105,415.20	1	1			Calvary Chapel
13	3701	"	52,272.00	52,272.00	1	1			"
14	3100	1674 Alameda Dr	13,503.60	13,503.60	2	2	2	2	Francis & Janet Kuttelman
15	3200	1694 Alameda Dr	160,300.80	160,300.80	2	2			Clyde & Glenna Underwood
16	3400	1726 Alameda Dr	11,761.20			2		6	Seaside, Oregon, Oregon, Dustin Wayland & Dana Duncan (6) Harbert & Beulah Harbert c/o Duane Nisley 113 SW 4th Ave, Milton Freeewater, OR 97902
17	3500	1712 Alameda Dr	23,598.00			2			
18	3600	1275 SW 18th Ave							
TOTAL...		546,408.00	445,273.20	25	33	11	21		
			81.49%		75.76%		52.38%		

Also, the Rural Road District #3 had agreed to contribute up to 2,000 yards of road base material for the project.

The annexation piece of this issue was scheduled to go before the Planning Commission in February, and would come back before Council in March.

Dan Jones moved, seconded by David Sullivan, that the Council adopt Resolution 2011-101, A RESOLUTION ADOPTING THE PUBLIC WORKS DIRECTOR'S REPORT FOR LOCAL IMPROVEMENT DISTRICT #47 AND SETTING A PUBLIC HEARING, February 7, 2011. Roll call vote: Crume-yes; Fox-out; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/1.

Amended CDH Purchase Agreement

Larry Sullivan, City Attorney, stated this matter arose because the original contract between the city and Chris Harden, dba DCH Consulting, signed December 10, 2009, and modified September 21, 2010, established a due diligence period ending January 17, 2011, during which the purchaser would have the option to withdraw from the purchase of the property that was owned by the city. That property was 74.72 acres. The due diligence period had expired, meaning that under the original contract, there was a 15-day waiting period for sale of the property. Mr. Harden has asked the city for an extension of the closing period. He initially asked for a 1-year extension, but following discussions with Mr. Harden, an agreement had been reached for a 9-month extension. Before the Council was the amended purchase and sale agreement. The new closing would be November 5, 2011. There were a few changes in the new Agreement, as follows:

The original contract had no survey done on the property; the new contract did. Also, the original purchase price of the property was \$1,494,400, as set forth in the letter of intent.

Section 4 – The original escrow agent was First American Title Company, who was now Malheur County Title Company.

Section 5 – Change in escrow. Was \$133,300, deposited in escrow. Both parties agreed that of the \$133,300, \$50K would go immediately to the City, leaving a balance of \$83,300. Under the proposed amendment, the \$83,300 would also go immediately to the City, and an additional \$50K in escrow to the City. Total amount of deposit of \$183,300 shall be credited to the purchase price at closing.

Section 6 – Purchase will be made in cash.

Section 7 – Purchaser acknowledged that the purchaser's due diligence period in the original agreement has expired, and the inspection contingency has been deleted in the amended contract.

Section 8 – Purchaser acknowledges that on or about July 19, 2010, the city provided a third-supplemental preliminary title report from the escrow agent regarding the property. Purchaser accepts the title to the property subject to the exceptions set forth in the report.

Section 9 – A number of the representations made were deleted. There haven't been any significant changes to property since initial transaction on property. City has authority to execute agreement. The last warranty was that the City was not a foreign person. All the warranties would survive the closing. Purchaser was also making some representations. CDH had authority to purchase the property, there was no litigation that would affect the proceedings, CDH had not filed bankruptcy, and there was no breach of any agreements.

Section 11 – Only real condition was that the remaining money be received.

Section 12 – The new agreement extended the closing date to November 5, 2011; however, the purchaser could close sooner, with a 10-day notice.

12.3 – Adjustments could be made to the purchase price, but there were none in this case.

12.5 - Title insurance had already procured a preliminary title report, and would have a final at the final sale.

Section 13 – Defaults were the same as in the original agreement. Because this was the equivalent of an earnest money agreement, the City's main protection was the \$183,300 already received. If purchaser dropped out of the deal, and didn't close on November 5, 2011, the City could not compel CDH to complete the process, but the City would keep the money. If CDH had the money, it could force the City to complete the purchase, meaning the City could not sell to a third-party without breaching the contract. That was a pretty standard section of an earnest money agreement.

Mr. Sullivan stated he had sent the contract to Mr. Lawrence on Friday, but it had not been circulated to the Council, so he was provided a summary. The contract had been sent to CDH and the bank. If Council was satisfied with the contract, they could move forward.

Councilor Sullivan confirmed the City had earned the \$183,300.

Mr. Sullivan stated that was correct.

Councilor Sullivan asked what circumstances, if any, would the money have to be returned to the purchaser.

Mr. Sullivan stated if the City refused to go forward with sale, the purchaser could insist on being paid back the earnest money.

Councilor Sullivan encouraged the closing date be kept at November 5, 2011, with no further extensions.

Joe Dominick moved, seconded by Charlotte Fugate, that the Council authorize the City Manager to sign the amended agreement with CDH Consulting. Roll call vote: Crume=yes; Fox=out; Fugate=yes; Jones=yes; Sullivan=yes; Verini=yes; Dominick=yes. Motion carried 6/0/1.

PUBLIC HEARING

Sale of Parking Easement for Oregon Real Estate Co., LLC

It being the date advertised for public hearing on the matter of the Sale of Parking Easement for Oregon Real Estate Co., LLC, the Mayor declared the hearing open. There were no objections to the city's jurisdiction to hear the action, no abstentions, and no declarations of conflict of interest. The Mayor declared ex-parte contact.

Joe Dominick declared ex-parte as he had been in direct discussions with Larry Tuttle, a participant in this issue.

Larry Sullivan, City Attorney, stated the purpose of the public hearing was to discuss the City's sale of a public parking easement to Ontario Real Estate Co., LLC, and the execution of a Memorandum Agreement with the LLC and with the Maeda-Tuttle Construction Partnership.

On February 7, 1977, the City entered into an agreement with a partnership known as PFC Company in which the City acquired vacant lots on the corner of South Oregon Street and East Idaho Avenue. On April 13, 1999, the City entered into another agreement, a "Property Interest Exchange Agreement", concerning the same lots, in which the City traded those lots to Maeda-Tuttle Construction, a partnership consisting of Larry Tuttle and Richard Maeda, to allow the construction of ICB Bank. Under the 1999 Agreement, the partnership agreed to build a 9,000 square foot parking lot on the East ½ of Block 3, which is the eastern half of the same block on which ICB Bank is now located. As part of the 1999 Agreement, the partnership also agreed that it would give the City a public parking easement to the portion of Block 3 on which the parking lot was to be constructed, and would perpetually maintain the parking lot and its landscaping.

The partnership constructed the parking lot, which was located immediately north and east of the Brewsky's Broiler restaurant building located at 23 SE 1st Avenue. It has also maintained the parking lot since its construction.

The Maeda-Tuttle Construction partnership no longer wanted to incur the expense of maintaining the parking lot that it constructed. It was the understanding of staff that the partnership contacted Arthur and Cynthia Lynch, the owners of Brewsky's Broiler restaurant, to take over the maintenance of the lot, but was not able to work out an arrangement with those owners.

For several months Maeda-Tuttle Construction and Ontario Real Estate Co., LLC, had been in negotiations with the City to terminate the 1999 Agreement. Staff met with the City Council in executive session several times to discuss the negotiations.

The LLC and the partnership have offered to pay the City \$10,000 to release the partnership from the 1999 Agreement. As part of the proposal, the City would deed the public parking easement to the LLC, which owned the underlying land. This would do away the easement, and the parking lot would no longer be available for public parking.

The City was not receiving any substantial benefits from having a public parking easement at that location. Brewsky's Broiler appeared to be the only business benefitting from the parking lot.

The terms of the proposal are set forth in the Memorandum Agreement. Under the Memorandum Agreement, the City would also be granted a five year temporary construction easement to the portion of Block 3 adjoining the underpass on East Idaho Avenue to make future repairs to the underpass. The City would also be able to negotiate for additional construction easements after that five year period, so long as the easements did not interfere with the LLC's development of Block 3.

Because the Memorandum Agreement proposed a transfer of the City's interest in real property, namely, the City's public parking easement, ORS 221.725 required that the City hold a public hearing to provide information to the public about the proposed transaction. The notice of the public hearing was published in the Argus Observer on January 12, 2011, as required by statute.

In addition to receiving \$10,000 from the transaction, the City would also receive the benefit of having the full value of the parking lot returned to the County tax rolls. The County assessor discounted the value of the real property on which the parking lot was located because of the nontaxable parking easement held by the City.

Based upon the information available to staff prior to the public hearing, staff recommends that the City Council approve the Memorandum Agreement; however, the Council should consider any information presented at the public hearing before deciding whether to approve the Memorandum Agreement.

Ontario Real Estate Company would own the ground. Essentially, the owner of the property could do what they wanted with the parking lot, no one would have a legal obligation to do anything, other than following the City's P&Z regulations.

Councilor Sullivan asked if the receipt of the \$10K encumber the City in any way?

Mr. Sullivan stated there would be none whatsoever.

The Mayor opened the hearing for public testimony.

Opponents: None.

Proponents: None.

There being no Proponent and no Opponent testimony, the Mayor declared the hearing closed.

Charlotte Fugate moved, seconded by Ron Verini, that the Mayor and City Council approve the Memorandum Agreement with Ontario Real Estate Co., LLC, and the Maeda-Tuttle Construction partnership, and authorize the City Manager and Mayor to execute all necessary documents on the City's behalf. Roll call vote: Crume-yes; Fox-out; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/1.

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Chuck Mickelson stated the flooding was not affecting the treatment plant, but there was standing water on the farmer's fields, which might affect the crop harvest.
- Mark Alexander asked if there were any questions on the stats he provided last week. He would be doing those monthly. Also, OPD had joined the social network by becoming active on Twitter.
- John Breidenbach stated the Jan 31 the Mayor would be doing the State of the City Address at Chamber. Several ribbon cuttings coming up.
- Councilor Verini stated the 116th experienced bad contact in Iraq. No injuries, but shaken up.

- Councilor Fugate stated they had applied for a grant for revitalization of the downtown area. There was an opportunity for the public to go on a website to participate in the survey, which would increase the chances of the city receiving the grant. Would like it placed on the website. The grant was for \$1.5M, and that would go a long way for improvements downtown. The deadline was coming up fast – January 28th - so please vote. It only took a few minutes to complete.
- Mayor Dominick reminded everyone of the Council Orientation on Friday, February 4, beginning at 8:00 a.m.

ADJOURN

David Sullivan moved, seconded by Ron Verini, that the meeting be adjourned. Roll call vote: Crume-yes; Fox-out; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/1.

ATTEST:

Joe Dominick, Mayor

Tori Barnett, MMC, City Recorder

**SPECIAL COUNCIL MEETING/STUDY SESSION MINUTES
January 13, 2011**

The special meeting for Ontario City Council was called to order by Mayor Joe Dominick at 3:25 p.m. on Thursday, January 13, 2011, in the Council Chambers of City Hall. Members present were Norm Crume, Joe Dominick, Jack Fox, Charlotte Fugate, Dan Jones, David Sullivan and Ron Verini.

Members of staff present were Henry Lawrence, Tori Barnett, Larry Sullivan, and Chuck Mickelson.

Also present: Larry Myers, Argus Observer.

NEW BUSINESS

Election of Council President

Tori Barnett, City Recorder, stated the Council, by Charter, was required to choose a member of the Council to serve in the capacity of Council President. The Council President stood in for the Mayor in the Mayor's absence, or at the request of the Mayor. Any Councilor was eligible for the position. The process would be conducted by asking who wished to be considered for the position, and who did not. If more than one Councilor sought the position, there would be a written or verbal vote, with the Councilor receiving the highest number of votes winning the seat. If only one name was considered, that individual would be awarded the seat. Also, as Oregon law prohibited secret ballots, the results of a ballot vote would be read into the record.

The position was effective immediately, and continued until the Council President stepped down or the next general election was held. Seating for the Council President was to the right of the Mayor.

Councilor Crume voiced his interest in serving as Council President. Councilor Verini voiced his interest in serving as Council President. Councilors Sullivan, Fugate, Fox and Jones all declined to serve. Roll call vote of votes: Crume-Crume; Fugate-Verini; Sullivan-Crume; Fox-Crume; Jones-Crume; Verini-Verini; Dominick-Crume. Councilor Norm Crume was elected as Council President.

Authorization for City to Provide \$15K from Sewer Fund (615550) in Settlement of Personnel Issue

Henry Lawrence, City Manager, stated in 2009 a former City union employee's employment was terminated. As a result of the termination, the former employee filed a civil tort claim, administrative complaint and union grievance. The City and union had not yet gone to arbitration in the labor contract matter. Settlement negotiations had been ongoing for sometime. In an effort to bring the matter to a conclusion, it was proposed that the City provide \$15,000 to effectuate a global settlement that would dispose of all possible civil, administrative and labor contract claims. Bringing closure to the matter was a business decision now would be less expensive to the City than having to continue defending the case and arbitrating the labor issue.

The total cost to the City to settle a pending potential litigation claim and possible labor arbitration dispute with a past employee concerning termination of employment was \$15,000 for a full and complete settlement of all civil, administrative and union contract grievances. The alternative was to

continue to defend the case and proceed to arbitration in the labor matter. Even if the City was successful with the outcome, arbitration costs and staff time would cost the City well in excess of the proposed settlement contribution. Therefore, staff was recommending authorizing the settlement by approving the City payment of \$15,000.

Councilor Fox recused himself from the voting as he did not feel he was well enough acquainted with the action to make an informed decision on the matter.

Norm Crume moved, seconded by Charlotte Fugate, to have the City Council authorize the City to provide \$15,000 from Sewer Fund #615550 in settlement of a personnel issue and to authorize the City Manager to execute any documents necessary to complete the settlement. Roll call vote: Crume-yes; Fox-recuse; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/0/1.

ADJOURN

Meeting adjourned at 3:56 p.m.

ATTEST:

Joe Dominick, Mayor

Tori Barnett, MMC, City Recorder



Ontario Municipal Golf Course

Restaurant Lease
2011-2012 Golf Seasons

Ontario Municipal Golf Course Restaurant Lease

THIS Agreement, entered into by the CITY OF ONTARIO, a municipal corporation of the State of Oregon, hereinafter referred to as "City" and MIKE AROCHA, hereinafter referred to as "Lessee."

WITNESSETH, that in consideration of the mutual promises, covenants and agreements contained herein, the parties hereto agree as follows:

RECITALS

1. The City of Ontario ("City") is the owner of the City of Ontario Municipal Golf Course ("Golf Course") with its appurtenant facilities, including the Golf Clubhouse and the Golf Course restaurant located therein.
2. The Golf Course, with its appurtenant facilities, exists on property leased from the Municipal Airport and is subject to FAA restrictions and regulations.
3. Lessee and affiliates are in the business of owning, leasing, managing, and/or operating food service facilities.

TERMS & CONDITIONS

Section 1. Personal Involvement Of Owner

Except as otherwise provided herein, this Agreement is contingent upon the personal involvement in the management of the Premises by Mike Arocha, owner.

Section 2. Premises

The Premises which are the subject of this lease agreement consist of the kitchen, indoor banquet area and dining room portion of the Ontario Golf Course Clubhouse, including all equipment, fixtures and related facilities therein as identified in Exhibit "1" attached hereto. The outdoor patio area adjacent to the Clubhouse is not part of the leased Premises. However, the City may consent to the Lessee's occasional use of the patio area, which consent must be obtained in advance.

Section 3. Use and Possession

- 3.1 **Restaurant.** The Premises shall be used solely for the operation of a restaurant, together with related activities. In consideration of the rental amounts set forth herein, Lessee shall be entitled to all of the revenues Lessee receives through operation of the restaurant.
- 3.2 **Food Franchise and Exclusive Beverage Franchise.** The City hereby grants Lessee the right to provide all food and beverage services for the Golf Course dining room and banquet area and the right to limit others from bringing food and beverages onto the Course during normal Course operations, subject to the following reservation as to food service only:

Upon giving Lessee reasonable notice in advance, the City reserves the right to allow golf tournament sponsors and other groups to use the outdoor patio area for special events with food

service provided by third party caterers. The City shall give Lessee the opportunity to negotiate catering for those events before allowing the use of third party caterers. Third party catering service shall be confined to the outdoor patio area and shall not include alcohol or other beverage service except with the Lessee's consent.

- 3.3 Lessee, for the consideration as set forth in the Rental paragraph herein and in accordance with the terms and provisions of this Agreement, shall have the exclusive use of the Premises for the purposes of operating a restaurant at the Ontario Golf Club clubhouse during the 2011 and 2012 Golf Seasons as set forth in Section 4.
- 3.4 If Lessee desires to use the Premises on dates or for purposes other than those specified herein, it shall be Lessee's responsibility to provide City with reasonable notice in advance of the proposed use and to negotiate a fee to be paid to the City for such use.

Section 4. Term

The term of this Agreement shall be for the Golf Seasons in the years 2011 and 2012. For the purpose of this Agreement, the Golf Seasons commence on March 1 and end at midnight on October 31 of each year. Any extension or renewal of the lease beyond the 2012 Golf Season shall be subject to negotiation between the parties, following an evaluation by the City of the Lessee's performance during the initial term, and the City's analysis of the prospect for the Lessee's success into the future.

Section 5. Rental

The Lessee shall pay as rent for the Premises the following:

(a) For the 2011 Golf Season, the sum of \$2,000, payable on or before March 1, 2011, based upon a monthly rent of \$250 for the eight months of the 2011 Golf Season.

(b) For the 2012 Golf Season, the sum of \$3,200, payable on or before March 1, 2012, based upon a monthly rent of \$400 for the eight months of the 2012 Golf Season.

Section 6. Deposit

To secure Lessee's compliance with all of the terms of this lease, Lessee shall pay to City the sum of \$1,000.00 upon execution of this Agreement. The deposit shall be a debt from City to Lessee, refundable within 30 days after the expiration of the lease term or other termination not caused by Lessee's default. City may commingle the deposit and Lessee shall not be entitled to interest thereon. City shall have the right to offset against the deposit, any sums owing from Lessee to City not paid when due, any damages caused by Lessee's default, the cost of curing any default by Lessee should City elect to do so, and the cost of performing any repair or clean up that is Lessee's responsibility under this lease. Offset against the deposit is not an exclusive remedy, but maybe invoked by City in addition to any other remedy provided by law or this lease for Lessee's non-performance. City shall give Lessee notice each time an offset is claimed against the deposit and, unless the lease is terminated, Lessee shall

within 10 days after such notice, deposit with City, a sum equal to the amount of the offset so that the total deposit amount shall remain constant throughout the lease term.

Section 7. Utilities

The City shall provide all electrical, cable, water, garbage, sewer and natural gas utility services for the Clubhouse. Any other utility costs shall be the Lessee's sole responsibility. Lessee shall reimburse the City based upon the following division of utility costs:

	City Responsibilities	Lessee Responsibilities
Clubhouse electricity	75%	25%
Clubhouse Cable	50%	50%
Dedicated restaurant telephone line	0%	100%
Water and sewer service	100%	0%
Garbage pick-up costs	50%	50%
Natural gas charges	50%	50%
Other services deemed necessary	0%	100%

The City shall give Lessee copies of the invoices for electrical, cable, garbage and natural gas charges from third party utility providers, and Lessee shall reimburse the City for the Lessee's share of those charges within 15 days after delivery of an invoice.

Section 8. Late Charges

In the event Lessee fails at any time to make timely payments to the City for rent or utilities as provided in this Agreement, the City may, in lieu of terminating the lease, assess a late fee of \$25.00 plus interest at the rate of 18% per annum, or the highest amount permitted by law, whichever is less, on each outstanding payment until said payment is fully paid. The City's decision to not terminate the lease in the event of late payment in one instance shall not affect the City's right to terminate in the event of any additional untimely payment(s).

Section 9. Maintenance of Premises

- 9.1 Right to Remodel. The City reserves the right to redesign, remodel, or reconstruct the Clubhouse facilities on the Premises at its cost if it deems the same advantageous to the long range operation of the facilities, and further, if such remodeling can be accomplished without substantial interference with the Lessee's operations.
- 9.2 Major Maintenance. The City shall, at its own expense, make all major repairs of whatever nature are determined by the City to be necessary to maintain the structures on the Premises in as good a condition as the same are now in, reasonable wear and tear excepted. The Lessee has the total responsibility of performing interior building maintenance for the restaurant area. The City shall correct and repair any structural defects which in the sole discretion of the City, the City determines undermine the structural integrity of the Clubhouse building and/or shall replace any major equipment which fails and cannot be repaired, such as the air conditioning compressor, furnace, hot water heater, etc.

Section 10. Advisory Committee

The City agrees to maintain a Golf Committee, which will continue to act in an advisory capacity to the City Council. The appointments to this Committee will be made by the Mayor and City Council. The Golf Committee may make suggestions and/or recommendations regarding restaurant facilities and/or operations and will provide regular reporting on Lessee's compliance with the terms of this agreement.

Section 11. Operation and Service Standards

11.1 The Lessee agrees to provide food service in the restaurant in accordance with the following schedule:

Operating Hours: 10:00am to 9pm daily through October 31.

Hot food served: Minimum 11:00am to 2:00pm, 5:00pm to 8:00pm; preferred during all business hours.

Cold Food or Food prepared in advance shall be available during all operating hours.

- 11.2 The Lessee agrees to operate in a professional, businesslike manner and will not permit any acts or conduct on the part of the Lessee or the Lessee's employees which would be detrimental to the operation of the golf course. The Lessee shall assign a person in authority to act on behalf of Lessee when the Lessee is unavailable. The Lessee agrees to maintain trained employees in positions adequate to fully perform the terms, conditions and requirements of this Agreement. The City reserves the right to require that employees of Lessee be prohibited from working in the restaurant if said employees are the subject of repeated complaints or if said employees conduct themselves in a manner detrimental to the best interests of the City. Lessee's employees shall be clean, neat, well-groomed, professional, courteous, and friendly to the public.
- 11.3 Cleanliness of Premises. The Lessee shall, at his own expense, at all times keep the Premises, including restrooms, in a neat, clean, safe and sanitary condition, and furnish all cleaning supplies and materials needed to operate the Premises, as well as restroom paper products. The Lessee shall insure that the Premises pass all health inspections, and shall promptly correct any problems identified by the health inspector, other than corrections that require building repairs not caused by the Lessee's negligence, or the repair or replacement of equipment not owned by the Lessee.
- 11.4 Permits and Licenses. Lessee shall obtain any and all approvals, permits, and/or licenses which may be required in connection with the operation of a food service facility, including a liquor license.
- 11.5 Quality of Food and Beverages. Lessee shall make efforts to ensure that only the highest quality food and beverages are sold at the restaurant. Refrigeration, handling, and preparation of all food products shall comply with Malheur County Health Department rules and regulations. The City shall have the right to approve changes in the Lessee's menus and pricing.
- 11.6 Continuous Operation. The Lessee shall keep the various areas of the Premises open during the Golf Season and use them to transact business with the public. Subject to approval of the City, the Lessee may, upon posting a written notice to the public for at least one week prior thereto, close the restaurant for

a reasonable period of time for repairs or remodeling as authorized, for the taking of inventory or to accommodate construction by the City of public improvements.

- 11.7 Non-Discrimination. The Lessee shall conduct his business in a manner which assures fair, equal and non-discriminatory treatment at all times, in all respects, to all persons, without regard to race, color, religion, sex, age, or natural origin, physical handicap, marital status, political affiliation. No person shall be refused service, be given discriminatory treatment or be denied any privilege, use of facilities or participation in activities on the Premises on account of race, color, religion, sex, age or national origin, physical handicap, marital status, political affiliation.
- 11.8 The Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin, unless based upon a bona fide occupational qualification. The Lessee will take affirmative action to insure that applicants are employed, and the employees are treated during employment without regard to their color, race, religion, sex, age, national origin, physical handicap for which reasonable accommodation can be provided, marital status, or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees, applications for employment, and notices to be provided by the Lessee setting forth the provisions of this non-discrimination clause. The Lessee will take affirmative action to ensure that all of its employees, agents and subcontractors adhere to this provision, provided nothing herein shall prevent an employer from giving preference in employment to members of his immediate family. Failure to comply with any of the terms of this provision shall be a material breach of this Contract. The foregoing provision will be inserted in all subcontracts entered into under this Agreement.

Section 12. Premises, Furnishings, Fixtures and Equipment

- 12.1 Lessee may use all existing furnishings, fixtures and equipment currently existing at the restaurant. Lessee shall, at its own expense, provide any additional furnishings, fixtures, or equipment it deems necessary for the proper, professional, conduct of its business.
- 12.2 Maintenance of City Owned Equipment. Lessee shall maintain all City owned equipment utilized on or in connection with the operation of the Premises in good operating condition and shall return the same, or any replacement thereof, to the City at the expiration of this Agreement, or any renewal thereof, in the same condition as the same was at the commencement of the Agreement, reasonable wear and tear excepted. Any replacements of City owned equipment utilized by Lessee shall belong to City, unless the Lessee has obtained written permission from the City, prior to the equipment being replaced, to replace City equipment with equipment to be owned by Lessee. Additionally, any equipment or furnishings initially provided by Lessee shall remain the property of Lessee.
- 12.3 The City or its agents may enter the Premises at all reasonable times for the purposes of inspecting or repairing the same and conducting an inventory of City owned buildings and equipment for audit purposes, but this right shall not impose an obligation upon the City to make inspections to ascertain the condition of the Premises or to conduct an annual audit.

- 12.4 Either party may terminate this Agreement in the event that the Premises or a substantial portion thereof are rendered unusable by fire, earthquake, act of God, or other extraordinary casualty destroying or damaging the Premises, by notice given to the other party within 30 days after such a condition is discovered. Neither party shall be required to restore or reconstruct the Premises in the event of such a disaster.
- 12.5 In the event that it is necessary for the City to demolish the Premises during the term of this Agreement, or any extension thereof, the City shall notify the Lessee of such intent, in writing, six months in advance of any such demolition. Such notice in good faith shall be grounds for termination of the Agreement upon the expiration of the six month period.

Section 13. Compliance with Law

The Lessee shall comply with all applicable Federal or State Laws and City ordinances and applicable rules and regulations with respect to any portion of the Premises.

Section 14. Removal of Lessee's Property

No more than seven days prior to the expiration of the term of the Agreement, or any renewal thereof, the Lessee shall remove all of his goods, wares, and merchandise from the Premises. In the event of termination for any cause, the Lessee shall remove all property belonging to Lessee within 10 days of the termination of this Agreement. The City may, but need not, treat any property remaining on the Premises after the expiration of this Agreement or period of removal of the Lessee's property, as abandoned by the Lessee and may make any disposition of such property as the City deems fitting.

Section 15. Surrender of Premises

Upon termination or expiration of this Agreement the Lessee shall surrender the Premises in as good a condition as at the date of the execution of this Agreement, except for the effects of reasonable wear and tear, unusual weather conditions, alterations and repairs made with the concurrence of the City, and property damages by fire, extended coverage and vandalism, except to the extent the same are covered by insurance.

Section 16. Liens and Encumbrances

The Lessee shall keep the Premises free and clear of any liens and encumbrances arising out of or growing out of his use and occupancy of the Premises. At the City's request, the Lessee shall furnish the City written proof of payment of any item which would or might constitute the basis for such a lien against the Premises if not paid. In the event the Contractor fails to pay, when due, any amounts required of the Contractor to be paid to third parties under this Agreement, or in the event Contract fails to provide insurance coverage as herein required, the City may pay any or all such amounts. If the City makes any such payments, or incurs any such expense, the amounts so paid, together with interest at the rate of twelve percent (12%) per year and a \$75.00 handling fee, shall be immediately due and payable from the Lessee to the City.

Except as specifically provided herein, the Lessee has no authority, without prior written consent of the City, to act as an agent on behalf of the City or to encumber or otherwise represent that the City will be responsible for the purchase of or subscription to any item, fee, service or other obligation.

Section 17. Eminent Domain

If the entire Premises shall be taken by condemnation by any governmental authority or conveyed in lieu of condemnation, this Agreement shall terminate as of the date possession shall be required by said governmental authority, and the parties shall be released from all further liability hereunder.

If only a portion of the Premises shall be so taken or conveyed, City may at its option and at its expense, restore the Premises, to such a condition and in such a manner as in its judgment, after consultation with Lessee, is required to continue operation as a restaurant and this Agreement shall continue in force otherwise unaffected. If the City elects not to restore the Premises lost through said condemnation or conveyance, this Agreement shall terminate.

Section 18. Default Clause

18.1 Time and strict performance are the essence of this Agreement. The Lessee may be declared in default of this Agreement, if he shall fail to keep and perform each and every duty and/or obligation in this Contract specified to be kept and performed by the Lessee and, in addition, it shall be a default hereunder if the Lessee shall:

- a. Be convicted of a crime involving moral turpitude, theft or a violation of a fiduciary duty; or
- b. File a voluntary petition for relief under the Bankruptcy laws; or
- c. Suffer an involuntary petition in Bankruptcy to be filed against him and the same is not dismissed within 90 days; or
- d. Make a general assignment for the benefit of creditors.

18.2 Nonpayment of Rent. Lessee shall be in default if he fails to pay any rent payment due within ten days of the due date, without notice from the City.

18.3 Notice. In the event of a claimed default other than for nonpayment of rent, the City shall give the Lessee written notice thereof, specifying the exact nature of the default. The Lessee shall have 10 days after receipt of notice of such default within which to cure the same and if not so cured, the City may elect to terminate this Agreement or to exercise any and all of its legal remedies granted by law or this Agreement.

In the event of failure or neglect, which in the reasonable opinion of City would jeopardize City's assets, the City may immediately serve notice on the Lessee of the City's intention to terminate the Agreement and in any event the City may perform necessary maintenance after notice to the Lessee as set out above. In the event the City steps in and performs necessary maintenance due to nonperformance on the part of the Lessee, the Lessee shall be liable to City for all costs City incurs in performing said maintenance.

18.4 Nonwaiver of defaults. No action other than a written document from the City so stating shall constitute a waiver by the City of any breach or default by the Lessee, nor shall such a document waive full compliance with the terms and conditions of this Agreement, irrespective of any knowledge the City may have of such

breach, default, or non-compliance. The City's failure to insist upon full performance of any provision of this Agreement shall not be deemed to be a consent to or acceptance of such incomplete performance.

Section 19. Assignment and Subletting

The Lessee shall not assign or transfer this Agreement, nor otherwise convey any rights or privileges granted hereunder or any part of the Premises, unless the written consent of the City is first obtained, which decision to provide or deny such consent shall be in the sole and complete discretion of the City. Neither this Agreement nor any right, privilege of interest herein or hereunder shall be transferable by operation of law or by any process or proceeding of any court.

Section 20. Termination

The parties may terminate this Contract by mutual agreement at any time. The termination date shall be one (1) month after the execution of an agreement to terminate, with terms and conditions included, unless the parties agree to a shorter time. At the time this Agreement terminates, whether through a termination provision set forth herein, or through expiration, unless the parties enter into a subsequent Lease Agreement, Lessee shall be free for seven calendar days following the date of termination to remove all fixtures and equipment belonging to Lessee in accordance with the terms and provisions herein and shall restore any damages caused by the removal of said equipment or alterations made to the Premises to accommodate said equipment and shall restore the Premises to the same or similar condition as they exist at the time of execution of this Agreement, reasonable wear and tear excluded. Any of Lessee's property remaining on the Premises after seven calendar days have passed from the date of termination shall become the Property of the City. Should the parties terminate this agreement, the City shall refund any prepaid rental fees to Lessee.

Section 21. Insurance

21.1 **Liability Insurance.** The Lessee, at its own expense, shall obtain liability insurance and file with the City, a certified copy of the Lessee's liability insurance policy. The policy must fully protect the City from any and all claims and risks in connection with the Lessee's activity upon or use of the Premises, as well as any and all claims and risks in connection with any activity performed by the Lessee by virtue of the rights granted pursuant to this Agreement, including Dram Shop coverage. Such policy must specifically name the City, its employees, agents, and officers as insured parties and provide the following minimum coverage:

Minimum Limits:

- \$100,000 per claimant for property damage;
- \$500,000 per claimant for personal injury per occurrence; and
- \$1,000,000 annual aggregate.

The said insurance must be maintained in full force and effect at the Lessee's sole expense throughout the entire term of the Agreement, or any renewal thereof, and such policies or endorsements must contain the following provisions:

"The City is named insured for all coverage provided by this policy of insurance and shall be protected by this policy for all risks and for any and every injury, death, damage, and loss of any sort sustained by any person, organization or corporation in connection with the Lessee's activity

performed by the Lessee by virtue of the rights granted pursuant to the Agreement between the City and Lessee."

The coverage provided by the said policy to the City, its agents, employees, and officers or any other named insured, shall not be terminated, canceled, allowed to lapse, amended, reduced or otherwise changed in any respect without providing at least 30 days written notice to the City.

The Lessee further agrees to indemnify and save the City, its agents, employees and officers, harmless from all claims, liability, judgments, damages, loss and expenses which may be incurred by reason of this Agreement, including claims resulting from any act or omission of the Lessee, his agents, or servants in the use of the demised Premises for negligence or other cause.

At no time shall the Lessee's liability insurance coverage under this Paragraph be less than the maximum liability limits imposed upon municipalities by the Oregon Tort Claim Act (ORS 30.260 *et seq.*) as it exists on the date hereof or shall hereafter be amended, replaced or otherwise changed.

- 21.2 Fire Insurance; Other Insurance. The Lessee, at its own expense, shall be responsible to maintain an approved policy of fire and extended coverage insurance on all, equipment, furnishings, inventory, materials and supplies owned by Lessee. Lessee shall indemnify and hold harmless the City from any loss to Lessee's equipment, furnishings, inventory, material and supplies.

The City agrees that it shall procure fire insurance with standard extended coverage endorsements on the golf course clubhouse and its related fixtures, furnishings and equipment which belong to the City.

In the event of the total loss of the Premises from any peril insured under said policy, the City shall have the option to either rebuild the Premises, or make distribution of such settlement funds between the City and the Lessee as their respective interest shall be determined at the time of such total loss.

This coverage will be procured as a part of the City's overall insurance package procurement bid process which is performed annually on a fiscal year basis so long as the City is able to do so. The City shall provide the insurance bid specifications to Lessee as soon as they are available but not later than May 1st of each year. The Lessee shall be responsible for reviewing and approving all bid specifications in connection with said fire insurance. Lessee shall be deemed to have conclusively approved such bid specifications if he fails to file written objections to said specifications with the City Manager on or before May 25th of each year of the term of this Agreement. If Lessee files written objections to said specification in the manner specified, and the City Manager and Lessee are unable to resolve such objections within five (5) days of filing of such objections, then, in that event, the Lessee shall provide his own insurance coverage as provided in this Paragraph.

The City's insurance coverage for the structures set forth herein above shall be on the basis of a \$1,000.00 deductible provision.

- 21.3 Lessee's Responsibility to Review. Lessee acknowledges that the City, its agents, employees and officers have made no representations concerning the adequacy or scope of the insurance coverage to be

procured by the City pursuant to the terms of this Agreement. Lessee represents and covenants with the City that it is his responsibility to do the following:

- a. Inspect the bid specifications of the insurance described herein and satisfy himself as to the adequacy and scope of said bid specifications; and
- b. Review and inspect the policies of insurance and the terms and provisions thereof and satisfy himself with the adequacy and scope of coverage provided; and
- c. Rely solely upon his own judgment and the advice of his insurance advisors concerning the insurance provided hereunder and such other insurance as may be necessary to adequately protect Lessee's interests.

Section 22. Property Taxes

The parties acknowledge that the said Premises and the related equipment are now exempt from ad valorem property taxes by virtue of the governmental use being made of such Premises and equipment. The nature of the use will continue and the parties do not believe that any change will be made in the tax exempt status of the property and equipment. In the event any taxes are levied against either the Premises or the equipment during the term of this Agreement, or any renewals thereof, the Lessee agrees to pay any such taxes which may be levied.

Section 23. Municipal Airport

In the event the City shall sponsor or authorize an air show or any other activity which shall result in the discontinuance or interruption of the use of the golf course and related facilities, including the clubhouse, the City will work with the air show sponsors and the Lessee to minimize loss to the Lessee as a result of temporary closure of the course during the air show.

Section 24. General Provisions

- 24.1 **Compliance with Laws.** Lessee agrees to comply with the worker compensation laws of the State of Oregon and to comply with the State and Federal Income Tax law and Unemployment Insurance laws.
- 24.2 **No Representations.** Lessee accepts the Premises, including the land, buildings, improvements, and equipment and all other aspects of the Premises in their present conditions, AS IS, including latent defects, without any representation or warranties, expressed or implied, unless they are expressly set forth in the Agreement. Lessee represents and warrants to City that Lessee has made an independent inspection and investigation of the Premises and the improvements thereon. Lessee agrees that no representations have been made by the City regarding profitability from the Premises or operation thereof and that Lessee is entering into this Agreement based solely upon his inspection of the Premises, and upon his own judgment regarding the potential profitability of the Premises. There are no agreements and promises to alter, repair or improve the Premises made by City or the City's agent.
- 24.3 **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties. No agent or representative of City has any authority to vary the terms of this Agreement, or to extend the rights and privileges, as herein set forth, or to make any statements or representations concerning this Agreement, or the rights and privileges herein set forth, except as may be evidenced in writing by the City Manager.

- 24.4 Waiver of Subrogation. The City and the Lessee hereby release and relieve the other and their respective agents and waive their entire claim for recovery against each other from any loss, damage or injury arising out of or incident to any of the perils included in Lessee's or City's policies of fire, extended coverage and vandalism insurance in current practice owned by the parties to the extent said loss is covered by such policies whether due to negligence of either of the parties, their agents, or employees or otherwise.
- 24.5 Successor Interest. The covenants and agreements herein contained shall be binding upon the City and any succeeding City government and its personnel. The parties agree that in the event of the death, or total disability of Mike Arocha, the obligation of the City under this Agreement will cease, and the performance or duties provided for in this Agreement, being dependant upon the personal oversight and active involvement of Mike Arocha shall not, except to the extent of the performance bond or letter of credit, be deemed to be binding upon the estate of the deceased.
- 24.6 Time. Time is of the essence of this Agreement and of each and every term, covenant and condition herein contained.
- 24.7 Headings. The paragraph headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement or any provision thereof or in any way affect this Agreement.
- 24.8 Lessee as Independent Contractor. For all the purposes hereunder, Lessee is and shall be deemed to be an independent contractor. City has made no representation to Lessee regarding business projections at the restaurant or the perceived success of a restaurant endeavor. All decisions to enter into this Lease Agreement are based on Lessee's due diligence and independent determination and verification as to the projected success of a restaurant enterprise at the golf course have been the sole duty of Lessee.
- 24.9 General Indemnity. Lessee agrees to defend (using legal counsel acceptable to City), indemnify and hold harmless City, its officers, agents and employees, boards, and Councils from and against all losses, damages, claims, liabilities, and causes of action of every kind of character and nature, as well as costs and fees including reasonable attorney's fees connected therewith, and expenses of the investigations thereof, based upon or arising out of damages or injuries to third persons or their property caused wholly or in part by Lessee's operations or activities under this Agreement. City shall give Lessee prompt and reasonable notice of any such claims or action, and Lessee shall have the right to investigate, compromise, and defend the same to the extent of its own interest.
- 24.10 Attorney Fees. In the event any suit, action or proceeding is instituted by either of the parties to enforce any of the terms or conditions of this Agreement, the prevailing party in such suit, action or proceeding, including any appeals therefrom, shall be entitled to recover from the other party reasonable attorney fees to be determined by the Court or tribunal in which suit, action, or proceeding is commenced.

24.11 Notice. Notices to either party shall be addressed to:

City: City Manager
City of Ontario
444 SW 4th Street
Ontario, OR 97914

Lessee: Mike Arocha
357 N. Verde Drive
Ontario, 97914

IN WITNESS WHEREOF, the parties have duly executed this Agreement this ____ day of _____, 2011.

CITY OF ONTARIO

LESSEE

Henry Lawrence, City Manager

Mike Arocha

ATTEST:

Tori Barnett, MMC, City Recorder

State of Oregon)
)
County of Malheur) ss.

This instrument was acknowledged before me on _____, 2011, by Henry Lawrence, as City Manager for the City of Ontario.

Notary Public – State of Oregon
My Commission Expires: _____

State of Oregon)
)
County of Malheur) ss.

This instrument was acknowledged before me on _____, 2011, by Mike Arocha.

Notary Public – State of Oregon
My Commission Expires: _____

Exhibit "1"
Premises and Equipment Subject to Lease

1. Location: Golf Course Club House, 1345 Golf Course Road, Ontario, OR.
2. Size: Approximately 1,800 gross square feet. The Dining room is approximately 1,025ft², the Banquet Area is approximately 300 ft², and the kitchen/pantry area is 470 ft².
3. Seating: Seating tables and chairs for approximately 50. Additional seating provided by Lessee.
4. Storage: Most storage must be accommodated in the kitchen area. Additional storage area may be provided, if feasible.
5. Equipment: Equipment provided by the City: restaurant gas range, floor model fryer, bottle cooler, back bar cooler, condiment table, prep table, reach-in freezer, and two section reach-in refrigerator. Equipment and supplies not provided by the City that the Lessee shall provide include a microwave, cash register, dishes, flatware, paper products, cleaning supplies and all other consumables or disposables required for the kitchen, restaurant and restroom operation.

AGENDA REPORT
February 7, 2011

TO: Mayor and City Council

FROM: Tori Barnett, MMC, City Recorder

THROUGH: Henry Lawrence, City Manager

SUBJECT: APPOINTMENTS TO CITY COMMITTEES

DATE: January 31, 2011

SUMMARY:

Attached are the following documents:

- Letter of Request: Dale Cruson – Airport Committee
- Letters of Request: Amanda Anderson, Paul Bentz – Budget Committee
- Letters of Request: Earl Cheatham, Glenn Dwyer – Golf Committee
- Letters of Request: Michael Rudd, Travis Curry – Planning Commission
- Letters of Request: Riley Hill, Larry Tuttle, Bernie Babcock, Bill Toombs, Bob Moore – Public Works Committee
- Letter of Request: Maggie Wood – Recreation Committee
- Letters of Request: Doug Dean, Cheryl Cruson – V&C Board

Terms of service for various City committees expire at the end of every fiscal year. Following is a summary of which boards have vacancies, and a list of those individuals who have requested appointment or reappointment to date.

Airport Committee:

Two (2) expired terms (Lee Jackson, Dale Cruson); Mr. Cruson has requested reappointment. There were no other requests submitted. While the position of “alternate” is being held by David Patchett, that term has also expired, but he has agreed to remain in that position unless or until filled by another interested party. New expiration: December 31, 2014.

Budget Committee:

Currently, there are two vacancies – one by Lewis Groberg, who does not wish to be reappointed, and the vacancy created by the election of Dan Jones to the City Council, necessitating his resignation from the Board. Letters of interest in serving were received from Amanda Anderson and Paul Benz. New expiration: December 31, 2014.

Golf Committee:

There are two positions up on this Board, and both Earl Cheatham and Glenn Dwyer have requested reappointment. No other letters were received. New expiration: December 31, 2014.

Planning Commission:

The terms for both Travis Currey and Michael Rudd expired in December, 2010. Both have asked for reappointment. No other letters received. New expiration: December 31, 2014.

Public Works Committee:

There are currently four positions open on the Committee. Riley Hill has requested reappointment, and letters were received from Larry Tuttle, Bernie Babcock, Bill Toombs, and Bob Moore. New expiration: December 31, 2013.

Recreation Board:

There are two positions open on the Recreation Board. Maggie Wood has requested reappointment. No other letters received. New expiration: December 31, 2013,

Visitors & Conventions Bureau Board

The terms of both Cheryl Cruson and Doug Dean expired at the end of 2010. Both have asked to be reappointed. No other letters received. Also, the appointment of a City Council to fill one position – currently held by Councilor Ron Verini, has expired. Councilor Verini will need to be reappointed or the position filled by another Councilor. New expiration: December 31, 2013.

RECOMMENDATION:

Staff makes no recommendation on this action.

1ST PROPOSED MOTION:

I move to appoint Dale Cruson to the Airport Committee, term of service to December 31, 2014; Amanda Anderson and Paul Bentz to the Budget Committee, term of service to December 31, 2014; Earl Cheatham and Glenn Dwyer to the Golf Committee, term of service to December 31, 2014; Travis Currey and Michael Rudd to the Planning Commission, term of service to December 31, 2014; Maggie Wood to the Recreation Board, term of service to December 31, 2013; and Doug Dean and Cheryl Cruson to the V&C Board, term of service to December 31, 2013.

2ND PROPOSED MOTION:

I move to appoint (select four of the five listed) - Riley Hill, Larry Tuttle, Bernie Babcock, Bill Toombs, Bob Moore – to the Public Works Committee, term of service to December 31, 2013.

Tori Barnett - RE: Airport Committee

From: "Dale & Cheryl Cruson" <dcruson@fmtc.com>
To: "Tori Barnett" <Tori.Barnett@ontariooregon.org>
Date: 1/19/2011 8:34 AM
Subject: RE: Airport Committee

Hi Tori, I will be happy to serve again on the airport board. Thanks, Dale Cruson

From: Tori Barnett [mailto:Tori.Barnett@ontariooregon.org]
Sent: Wednesday, January 12, 2011 1:51 PM
To: othob@cableone.net; leejackson@chiwest.com; dcruson@fmtc.com
Subject: Airport Committee

Mr. Jackson and Mr. Cruson -

Both of you have terms on the Airport Committee which "technically" expired on December 31, 2010. The Council is in the process of appointing and/or reappointing to the various City committees, and I have not received any notice from either of you about reappointment.

Alan Daniels was supposed to have spoken with both of you regarding this, but since I haven't heard back, I need to know if you would like to be reappointed to the Airport Committee for another term, and I hope that you do. If you do, please just send me an email back stating that. Or, if you are choosing to step away, please let me know that as well.

I appreciate you taking the time to help me out on this issue. I am always available by contacting me either by phone or email.

Thank you,

Tori Barnett, MMC
City Recorder
City of Ontario
541.881.3232

From: Dominick's Printing <dominick@fmtc.com>
To: Tori Barnett <Tori.Barnett@ontariooregon.org>
Date: 9/15/2010 11:50 AM
Subject: Fwd: Budget Committee Position

Tori,
Would you put this in your file for January? When Dan Jones is sworn in, his position on budget ends, and Amanda would like the spot.

Thanks

Mayor Joe

----- Original Message -----

Subject: Budget Committee Position
Date: Mon, 13 Sep 2010 16:04:12 -0700
From: Anderson, Amanda
<Amanda.Anderson@bankofthewest.com>
To: dominick@fmtc.com <dominick@fmtc.com>

Joe,

This is a note to let you know that I am interested in the open position for the City of Ontario Budget Committee. Please let me know if you need anything else for me or if I am chosen to serve for the City.

Best Regards,

Amanda

Amanda K. Anderson
Branch Manager, Vice President | Ontario Branch
T: (541) 889-6283 F: (541) 889-4730 |
amanda.anderson@bankofthewest.com
505 Sunset Drive | Ontario, OR. 97914

Visit us online at www.bankofthewest.com

* IMPORTANT NOTICE: This message is intended only for the addressee and may contain confidential, privileged information. If you are not the intended recipient, you may not use, copy or disclose any information contained in the message. If you have received this message in error, please notify the sender by reply e-mail and delete the message. *

1/5/11

January 5, 2011

City of Ontario
444 SW 4th St
Ontario, OR 97914

Dear Mayor Joe Dominick,

I, Paul A. Bentz, residing at 2095 Westridge Dr. Ontario, Oregon wish to be appointed to the Budget Committee for the City of Ontario.

My contact information is as follows. Work phone number is 541-889-8693, cell phone number is 541-212-2904 and email address is PaulABentz@Gmail.com

Sincerely,



Paul A. Bentz

Tori Barnett - Re: Test

From: "Earl & Rose Cheatham" <rowzi@q.com>
To: "Tori Barnett" <Tori.Barnett@ontariooregon.org>
Date: 1/12/2011 2:14 PM
Subject: Re: Test

Hi. Tori Yes I would like to be reappointed to the golf committee for another term. Thank you.
Earl Cheatham

From: [Tori Barnett](#)
Sent: Wednesday, January 12, 2011 2:07 PM
To: rowzi@q.com
Subject: Test

Hi Earl -

Hope you received this. If you did, shoot me an email back about being reappointed to the Golf Committee for another term. Thanks!

Tori Barnett, MMC
City Recorder
City of Ontario
541.881.3232

Tori Barnett - Contact From City of Ontario Website

From: <glennedwyer@hotmail.com>
To: <recreation@ontariooregon.org>
Date: 1/4/2011 9:10 AM
Subject: Contact From City of Ontario Website

The following comment was sent from the City website on 04-Jan-11 at 09:09 AM.

Glenn E Dwyer glennedwyer@hotmail.com

tell Toni that I wish to be reapointed to my position on the golf board. Thank you..glenn dwyer..

Tori Barnett - New email

From: "Kathleen Rudd" <kmrudd@cableone.net>
To: <marcy.skinner@ontariooregon.org>
Date: 12/14/2010 9:21 AM
Subject: New email

Good morning, Marcy,

This is Michael Rudd with 3 items today:

1. My new email address: kmrudd@cableone.net
2. Please do not pass this on to the League of Oregon Cities.
3. I wish to express my desire to retain my tenure with the planning commission at the pleasure of the Ontario City Council.

Sincerely,

Michael Rudd

Tori Barnett - RE: Fwd: Board Vacancies

From: "Travis Currey" <tcurrey@topproducer.com>
To: <Marcy.Skinner@ontariooregon.org>
Date: 12/16/2010 5:28 PM
Subject: RE: Fwd: Board Vacancies

Hi Marcy,

After giving it some thought I will stay on or run for the position again.



Travis Currey
Coldwell Banker Malheur Realty
Ontario, Or. 97914
E-mail: tcurrey@topproducer.com
Office: 541-889-5800
Cellular: 541-212-1871
Web Site: www.TravisCurrey.com

-----Original Message-----

Date: 2010-12-15 12:30:41
From: Marcy.Skinner@ontariooregon.org
To: tcurrey@topproducer.com
Subject: Fwd: Board Vacancies

Travis,

Have you decided whether you would like to continue with the Planning Commission?

Thank you,
Marcy

If you do not wish to receive future emails, please click the link to Unsubscribe: [Unsubscribe](#).

1-7-11

RILEY J. HILL
PO BOX 428
ONTARIO, OREGON 97914
1-541-889-9113

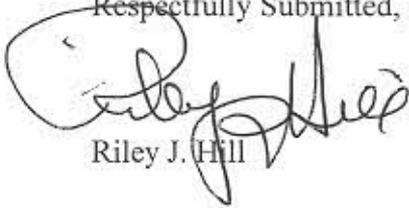
January 5, 2011

City of Ontario
Attn Honorable Mayor and Council
444 SW 4th Street
Ontario, OR 979147

Honorable Mayor & Council:

Please accept this letter as my application for reappointment to the Public Works Committee.

Respectfully Submitted,



Riley J. Hill

12/16/10
@ 11:30 AM

Larry J. Tuttle

December 16, 2010

City of Ontario
444 SW 4th Street
Ontario, OR 97914

To Whom It May Concern:

I am interested in serving on the Public Works Committee for the City of Ontario.

Sincerely,



Larry J. Tuttle

1-11-2011

December 9, 2010

Suzanne Skerjanec
Public Works Administrative Assistant
City of Ontario

RE: Interest in serving on the Public Works Committee

I am writing this letter to express my interest in serving on the Public Works Committee for the City of Ontario. I live at 1066 SW 6th Ave. My home phone number is 1-541-212-9576. I can be reached at work by calling 1-541-881-5706. My e-mail address is Bbabcock@tvcc.cc.

I have lived, attended school, raised a family, participated in a wide variety of activities, and worked in the area since 1969. I think Ontario is a great place to live and I value highly the benefits of living in a rural area. I also know that small towns have to be progressive to survive.

I have worked for Treasure Valley Community College since 1986. I have served in a variety of capacities during my career with the college. I have been the Physical Plant Director since 1985 and have worked with the City of Ontario on a multitude of college related projects.

I think that my loyalty to this community, the fact that I value what Ontario has to offer, and my background in the Physical Plant area are attributes that would serve the City of Ontario and the Public works Committee well.

Thank you for the consideration.

Officially,

Bernie Babcock

12/14/10
10:30 AM

William D. Toombs

Builder

P.O. Box 489
Ontario, Oregon
97914

541-889-7336
Fax 541-889-3525
CCB 11817

Dear Mayor

12-16-10

I HAVE NOT BEEN INVOLVED IN THE COMMUNITY LATLEY. I
WOULD LIKE TO BE ON THE PUBLIC WORKS COMMITTEE.

THANK YOU

William D. Toombs

10-11-10

10-08-2010

I - Bob Moore
of 4421 Bellows Drive
Ontario, OR

am interested in
serving on the City
of Ontario,

Public Work Committee.

Bob Moore

541 889-2328

Email 40fordbob@gmail.com

Tori Barnett - Board reappointment

From: M E WOOD <mewood@q.com>
To: <tori.barnett@ontariooregon.org>
Date: 12/18/2010 12:46 PM
Subject: Board reappointment

To: Tori Barnett
From: Maggie Wood
RE: Board reappointment

I am Maggie (Margaret Elizabeth) Wood and I would like to be reappointed to the Recreation Board for the City of Ontario.

Thank you.

Sincerely,

Maggie Wood

From: Ronald Verini <dnvont@msn.com>
To: Tori Barnett <Tori.Barnett@ontariooregon.org>
CC: Ontario Chamber <info@ontariochamber.com>
Date: 12/28/2010 5:36 PM
Subject: V & C Board request for a continued Term

Tori - I would be very pleased if you would submit my name, Douglas Dean, for a continued term on the V & C Board. Please let me know if there is any paperwork to complete for this action. Thank you for attending to this matter.
Regards, Doug Dean

Tori Barnett - V&C Board

From: "Cheryl Cruson" <othob@cableone.net>
To: <tori.barnett@ontariooregon.org>
Date: 12/28/2010 2:57 PM
Subject: V&C Board

Hi Tori,
John asked me to send you a request for renewal of my position on the V&C Board so here it is:
I would like to continue as a board member of the Ontario V&C Board.

Thanks,

Cheryl Cruson
OREGON TRAIL HOBBIES
272 SO. Oregon St.
Ontario, OR 97914
www.oregontrailhobbies.com
541-889-3747
1-800-464-6229
Cell:541-881-6168

PUBLIC HEARING -AGENDA REPORT
February 7, 2011

TO: Mayor and City Council

FROM: Chuck Mickelson, Public Works Director

THROUGH: Henry Lawrence, City Manager

SUBJECT: RESOLUTION #2011-102: LOCAL IMPROVEMENT DISTRICT #47

DATE: January 28, 2011

SUMMARY:

Attached are the following documents:

- Resolution #2011-102
- Legal ad published on January 21st and 28th, 2011
- Approved Resolution #2010-101; Director's Report under separate cover

The public hearing for LID 47 is scheduled for 7:30 pm on February 7th. The purpose of the hearing is to present the Director's report to the affected property owners and to take testimony on the content of the Director's report. The attached Director's report identifies the location, estimated costs of construction, estimated costs of individual assessments, preliminary construction drawings and various other items required to create a local improvement district.

PREVIOUS COUNCIL ACTION:

- August 12, 2010 – During the Council Study Session, staff recommended that the city council adopt this Resolution 2010-138 with the intent to create a local improvement district and extend sewers into the area. The Council deferred action on this resolution in order to hold an additional meeting with the property owners.
- September 9, 2010 – At the neighborhood meeting, Council directed staff to do an additional survey to determine the interest in forming an LID for sewer only, for sewer and water and those opposed to any LID.
- October 28, 2010 – During the Council Study Session, staff was directed to prepare a resolution declaring the intent to create an LID and to leave the Calvary Chapel Church property and the Michael Derrick property out of the proposed LID.

November 22, 2010 – City Council adopted Resolution 2010-152, a resolution of intent to create LID 47 to construct water and sewer mains on Alameda Drive from SW 16th Avenue 615 feet south, and on Nadine Drive from Alameda Drive to the west terminus of Nadine.

January 11, 2011- City Council adopted Resolution 2011-101, a resolution adopting the public works Director's Report for LID #47 and setting a public hearing date of February 7, 2011.

BACKGROUND:

The Ontario City Code is as follows with respect to dealing with the Director's report and taking testimony at the public hearing:

8-2-4 Notice of hearing.

After the Council has approved the Public Works Director's report as submitted or as amended by the Council, it shall direct the City Recorder to cause to be published once each week for two (2) successive weeks in a newspaper of general circulation, printed and published in the City, a notice stating:

(A) That the report, or amended report, of the Public Works Director, as approved by the Council, is on file in the City Recorder's office, subject to examination, giving the date, no earlier than ten (10) days immediately following the first publication of notice when any objections thereto will be considered by the Council at a public hearing which will be the date of the first publication of said notice.

(B) That written remonstrances may be filed against the proposed improvement in the office of the City Recorder not later than the scheduled time for the Council hearing of objections to the proposed improvement.

(C) That the improvement will be abandoned for at least six (6) months if there is presented a valid remonstrance of the owners of two-thirds (2/3) of the frontage of the property to be specially affected by such an improvement.

(D) A description of the boundaries of the district to be specially benefited by the improvement and a description of the project in general terms.

(E) The estimated total cost of the improvement which is to be paid for by special assessment of benefited properties. The Council may in its direction, direct the City Recorder, upon the basis of the Council-approved Director's report, to advertise for bids and designate the time at which such bids shall be open, which time may be the time of the aforesaid hearing; provided that no such contracts shall be let before said public hearing or after any valid remonstrance to the Council-approved Director's report has been made as herein provided and providing that in the letting of any such contract, provisions of Section 8-2-6 herein shall be followed by the Council.

8-2-5 Hearing

At the aforesaid hearing the Council shall hear oral objections to the proposed improvement and shall consider any written remonstrances thereto. Written remonstrances of the owners of two-thirds (2/3) of the frontage of the property to be specially affected by such improvement shall defeat the proposed improvement, in which event no further action to effect the improvement shall be taken for at least six (6) months. "Owner" shall have the meaning for this purpose that it is given and defined herein. If the Council, after hearing objections and considering any remonstrances, finds that there is not a sufficient remonstrance, it may proceed with the improvement.

FINANCIAL IMPLICATIONS:

Costs and expenses are outlined in the Director's report.

RECOMMENDATION:

Staff recommends approval of Resolution 2011-102.

PROPOSED MOTION:

I move that the City Council adopt Resolution 2011-102, A RESOLUTION TO PROCEED WITH CONSTRUCTION IMPROVEMENTS IN CONNECTION WITH LOCAL IMPROVEMENT DISTRICT #47.

RESOLUTION 2011-102

A RESOLUTION TO PROCEED WITH CONSTRUCTION IMPROVEMENTS IN CONNECTION WITH LOCAL IMPROVEMENT DISTRICT #47

- Whereas,** On November 22, 2010, the City Council passed Resolution 2010-152 expressing its intent to proceed with the formation of Local Improvement District #47; and
- Whereas,** On January 18, 2011, Chuck Mickelson, the Public Works Director, presented to the Council the Public Works Director's Report required by Ontario City Code Section 8-2-3, which the Council approved by Resolution 2011-101; and
- Whereas,** On February 7, 2011, a public hearing was held before the Council to consider objections to the Director's Report or to the proposed improvements and to accept written remonstrances to Local Improvement District #47 in compliance with Code Section 8-2-5; and
- Whereas,** Having considered the testimony presented at the public hearing and the remonstrances filed, the Council finds that there were insufficient remonstrances filed under Code Section 8-2-4(C) to require that the project be abandoned; and
- Whereas,** The Council finds that it is in the public interest to proceed with the proposed construction improvements in connection with Local Improvement District #47.

NOW THEREFORE, BE IT RESOLVED by the City Council for the City of Ontario:

The City of Ontario is authorized to proceed with the proposed construction improvements in connection with Local Improvement District #47.

PASSED AND ADOPTED by the Ontario City Council this _____ day of _____, 2011.

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this _____ day of February, 2011.

ATTEST:

Joe Dominick, Mayor

Tori Barnett, MMC, City Recorder

**NOTICE OF PUBLIC HEARING
CITY OF ONTARIO CITY
COUNCIL PROPOSED LOCAL
IMPROVEMENT DISTRICT 47**

The Ontario City Council has reviewed and accepted the report of the City of Ontario's Public Works Director for the proposed construction of water and sewer main lines, hydrants for fire protection, and service lines for water and sewer to each property on Alameda Drive 615 feet south of the intersection of SW 16th Ave and on Nadine Drive from Alameda Drive west to the end of the culdesac which is confined within the boundaries of the district at the expense of the abutting and adjacent owners, the district boundaries being more particularly described as follows, to-wit:

*Tax Map 18 47 9CC, Tax Lot Nos.
3100, 3200, 3400, 3500, 3701,
3702, 3800, 3900, 4000, 4100,
4200, 4300, 4400, 4500, 4600,
4700, 4900*

The Public Works Director's Report is on file at City Hall in the City Recorder's office and may be reviewed during working hours prior to a public hearing to be held on February 7, 2011 at 7:30 PM in the City Council Chambers at City Hall, 444 SW 4th Street, Ontario, Oregon. Written remonstrances may be filed against the proposed improvement, but must be received in the City Recorder's office no later than 5:00 PM on Monday, February 7, 2011. The City of Ontario Council will receive oral testimony at the public hearing.

UNLESS VALID REMONSTRANCES ARE RECEIVED FROM THE OWNERS OF TWO-THIRDS (2/3) OF THE FRONT FOOTAGE OF THE PROPERTY, THE IMPROVEMENT WILL PROCEED AND THE ASSESSMENT DISTRICT WILL BE FORMED.

The improvements are estimated to cost a total of \$294,379 including engineering, construction, administration, annexation fees and construction loan interest. Of the total costs, it is anticipated that \$266,122 will be assessed against the properties on share and share alike basis for the residential properties and a lump sum for tax lots 3701 and 3702. The remaining cost of \$28,256 will be paid for by the Ontario water and sewer fund.

If you have any questions, they may be directed to the Public Works Director for the City of Ontario at 541 881-3231. Written remonstrances shall be sent to the City Recorder, 444 SW 4th Street, Ontario, OR 97914.

Legal Number-2006

Publication Dates: January 21, 28, 2011.

RESOLUTION #2010-152

A RESOLUTION OF INTENT TO CONSTRUCT SANITARY SEWER MAINS AND WATER MAINS ON ALAMEDA DRIVE FROM SOUTHWEST 16TH AVENUE 765 FEET SOUTH AND ON NADINE DRIVE FROM ALAMEDA DRIVE TO THE WEST TERMINUS OF NADINE DRIVE AND TO CREATE A LOCAL IMPROVEMENT DISTRICT

WHEREAS, The Ontario City Council recognizes the need to construct sanitary mains and water mains on Alameda Drive from SW 16th Avenue 765 feet south and on Nadine Drive from Alameda Drive to the west terminus of Nadine Drive; and

WHEREAS, The cost of these improvements and annexation into the city limits will be borne by the property owner by assessment against their property.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council for the City of Ontario:

Section 1: That the City Council hereby declares its purpose and intent to improve by the construction of sanitary sewer mains and water mains on the portion of Alameda Drive from SW 16th Avenue 765 feet south and on Nadine Drive from its intersection with Alameda Drive to the west terminus of Nadine Drive which are confined within the boundaries of the district at the expense of abutting and adjacent property owners, the district boundaries and description of said street being more particularly described as follows to-wit:

Tax Map 18 47 9 EE Tax Lot Nos. 3100, 3200, 3400, 3500, 3701, 3702, 3800, 3900, 4000, 4100, 4200, 4300, 4400, 4500, 4600, 4700 and 4900

Section 2: The City Council hereby deems and declares that the character and kind of improvement, which shall be made on said portion of said streets, which will be sanitary sewer mains and water mains, will be included within the district, which will be known and designated as Local Improvement District No. 47.

Section 3: That the Public Works Director be and he hereby is directed to make a survey and plat of such project and written report, and file the same with the City Recorder within a period of thirty (30) days from the date hereof, which survey, plat and report shall contain all those things required by Title 8, Chapter 2 (8-2-2) of the City of Ontario Municipal Code.

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 22nd day of November, 2010, by the following vote:

AYES: Fugate, Sullivan, Mills, Dominick, Gaskill, Verini, Crume

NAYES: None

ABSENT: None

APPROVED by the Mayor this 22nd day of November, 2010.

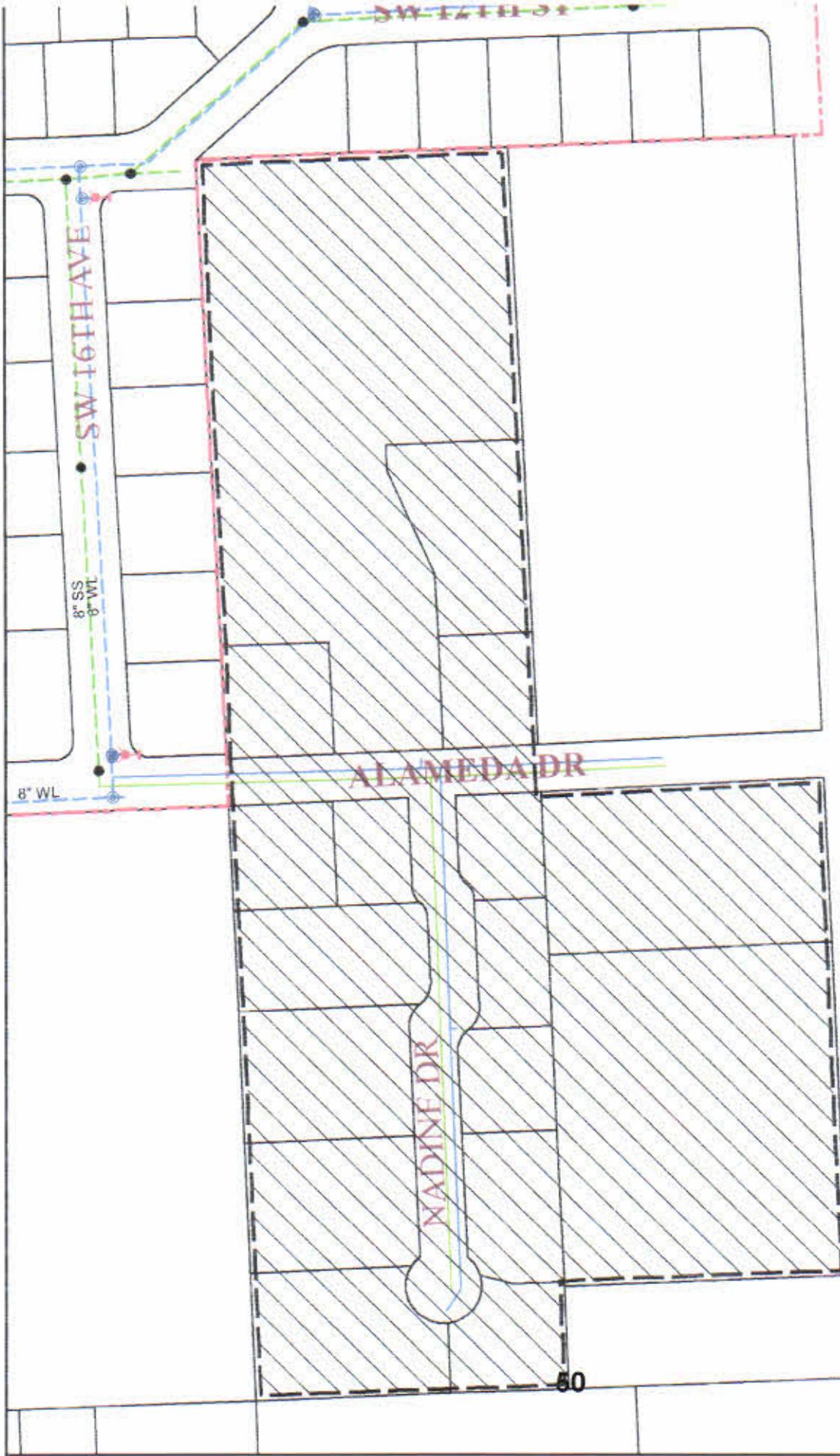


Joe Dominick, Mayor

ATTEST:



Tori Barnett, MMC, City Recorder

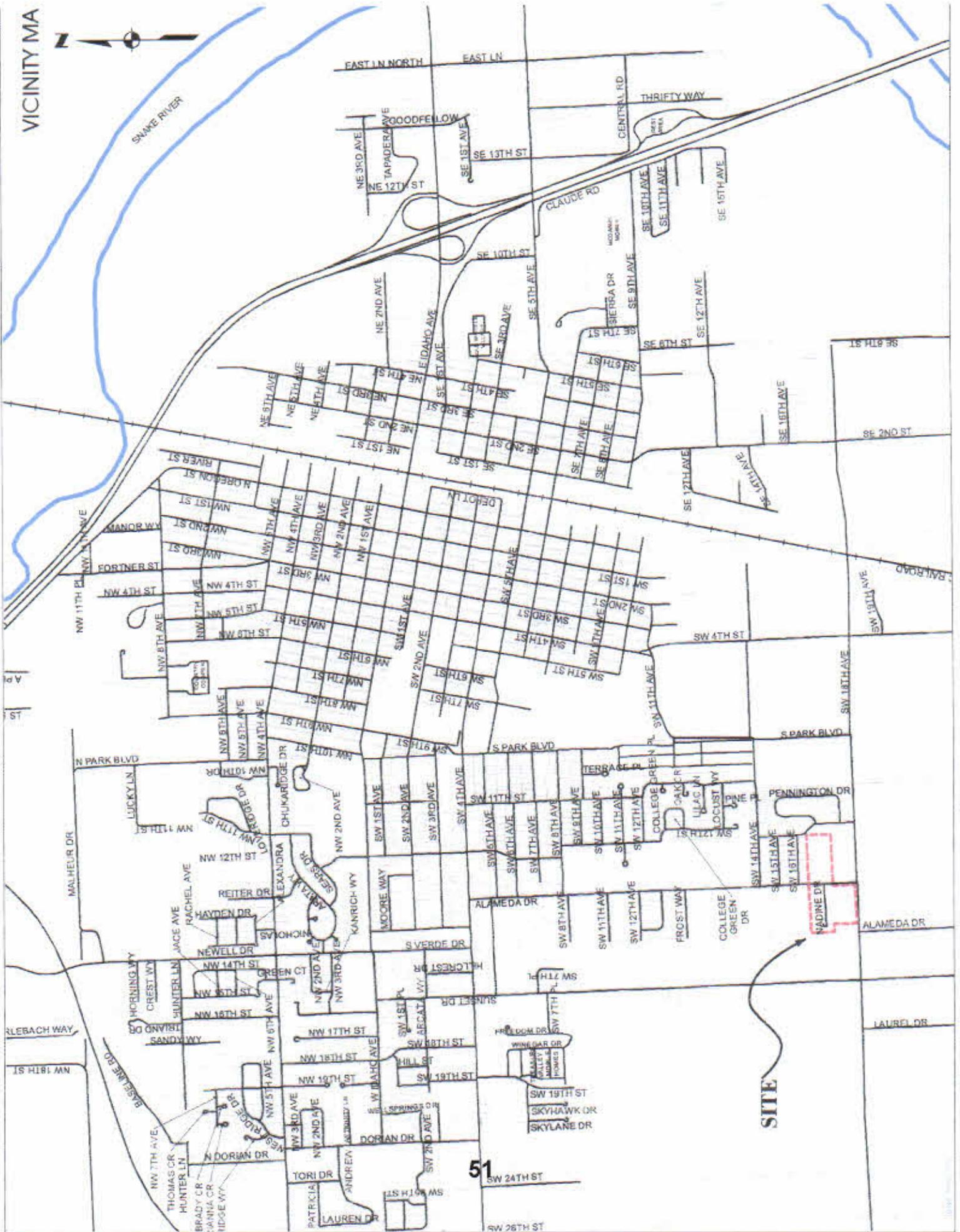


SW 18TH AVE

PROPOSED LID
 (ALAMEDA DR AND NADINE DR)



-  EXISTING FIRE HYDRANT
-  EXISTING WATER VALVE
-  EXISTING SANITARY MANHOLE
-  EXISTING WATER LINES
-  EXISTING SANITARY SEWER
-  PROPOSED WATER LINES
-  PROPOSED SANITARY SEWER
-  CITY LIMIT
-  PROPOSED WATER
-  PROPOSED SANITARY SEWER



SITE

51

LJD 47 - NADINE DR. / ALAMEDA SURVEY

September 15, 2010

	Tax Lot	Address	No Response to Questionnaire	Sewer LID	Sewer & Water LID	NOT Interested in Any LID	If the City Requires signed consents to annexation before proceeding with a Sewer LID, would you sign an annexation consent?		Comments
							Yes	No	
1	4400	1671 Alameda Dr		X			X		Depends if sidewalks and widening are not an inclusion - at even More cost. If we pay cost up front, why would we have to pay for the construction loan interest payments?
2	4300	1689 Alameda Dr			X		X		Please quote our lump-sum cost. We are interested in our personal financing and not a monthly charge for the construction.
3	4500	1345 Nadine Dr		X			X		
4	4600	1349 Nadine Dr	X						
5	4700	1377 Nadine Dr		X			X		
6	4900	1399 Nadine Dr		X					Would refuse to sign anything that would hold us liable for a future LJD for street improvements on either Nadine Dr. or Alameda Dr.
7	3800	1392 Nadine Dr				X		X	
8 & 9	3900 & 4000	1348 Nadine Dr		X	X		X		Need to read the consent first before signing, but most likely would sign.
10	4100	1340 Nadine Dr			X		X		
11	4200	1725 Alameda Dr				X			
12 & 13	3701 & 3702	1775 Alameda Dr		X				X	Only interested if Both Water & Sewer are included together.
14	3100	1674 Alameda Dr		X				X	
15	3200	1694 Alameda Dr			X				If I have to put a sewer pump in I will not hook up to sewer. Will we still be able to put stock on our land after annexation. (phone - & name on file)
16	3400	1726 Alameda Dr	X						
17	3500	1712 Alameda Dr	X						
18	3600	1275 SW 18th Ave				X		X	Letter Attached
			3	7	6	2	7	3	

**

** Deleted from LID consideration per City Council directive 10/28/10.



CITY OF ONTARIO, OREGON

PUBLIC WORKS
DIRECTOR REPORT

LID #47

NADINE DRIVE / ALAMEDA DRIVE
WATER & SEWER CONSTRUCTION

JANUARY 2011



EXPIRES: 12/31/2012

Director's Report for LID #47

City of Ontario, Oregon

January 10, 2011

The Ontario City Code requires the development of a Director's Report once a resolution is passed by the City Council declaring the intent to create a Local Improvement District. Resolution 2010-152 was passed on November 22, 2010. The content of the Director's report is as follows:

1. Director's Report Summary
2. Vicinity Map
3. Aerial Map showing boundaries of LID 47
4. Detailed Map showing boundaries of LID 47
5. Annexation Request Summary
6. List of property owners, status of property tax payments, assessed value and market value
7. Detailed Construction Cost Estimate
8. Construction Cost Estimate broken out by City, Residences and Church
9. Property Owner assessments
10. Schedule of Activities
11. Preliminary Construction Drawings

Project Scope

Local Improvement District (LID) #47 will consist of the construction of water and sewer mainlines, hydrants for fire protection, and service lines for water and sewer to each property on Alameda Drive 615 feet south of SW 16th Ave and on Nadine Drive from Alameda Drive west to the end of the culdesac. More than 50% of the pavement will be removed as a result of the construction and full width pavement replacement will be specified for this project.

Public Involvement

The Ontario Public Works staff has held two neighborhood meetings with the property owners and the Ontario City Council has had two public informational meetings with the property owners. On November 22, 2010, the Ontario City Council approved a resolution of intent to create LID #47.

Annexation

This property is outside the city limits of Ontario. City code requires that property be annexed into the city in order to receive sewer service. Oregon statute requires a double majority in order for the city council to annex the property. In this particular instance the owners of a majority of the land area within the LID must request annexation. Additionally, a majority of the electors within the district must agree to annexation. The percentage of land ownership agreeing to annexation is 81.49%. The percentage of electors within the LID agreeing to annexation is 52.4%. The double majority has been achieved so that the City can proceed with annexation.

Probable Costs

The construction cost estimate for this project is \$257,485. In addition there will be administrative, engineering and legal costs estimated at \$15,000. Engineering, project management and inspection costs are being performed by the city public works staff. Since this project also requires annexation of the property into the city, there is a \$330 annexation fee to be

shared amongst the property owners. Additionally, the city code requires a \$.02/square foot fee for property annexation. This \$.02/square foot fee will be included in the individual assessments for each property. A water meter costs \$380. No right of way acquisition is necessary for this project. A detailed construction cost estimate is included in the Director's report.

The Ontario Finance Director also indicates that the LID should be charged construction financing charges at a 2% annual interest rate (average of city return on available funds and city borrowing costs). For purposes of the estimate I have used a 6-month duration (3 months for construction and 3 months to finalize the financing). Once the LID is created and a final assessment is determined for each property based on actual bid costs, a 1% loan origination fee will also be assessed against those property owners who choose to finance the assessment. These costs are shown in each property owner's detailed assessment.

Methods of Assessment

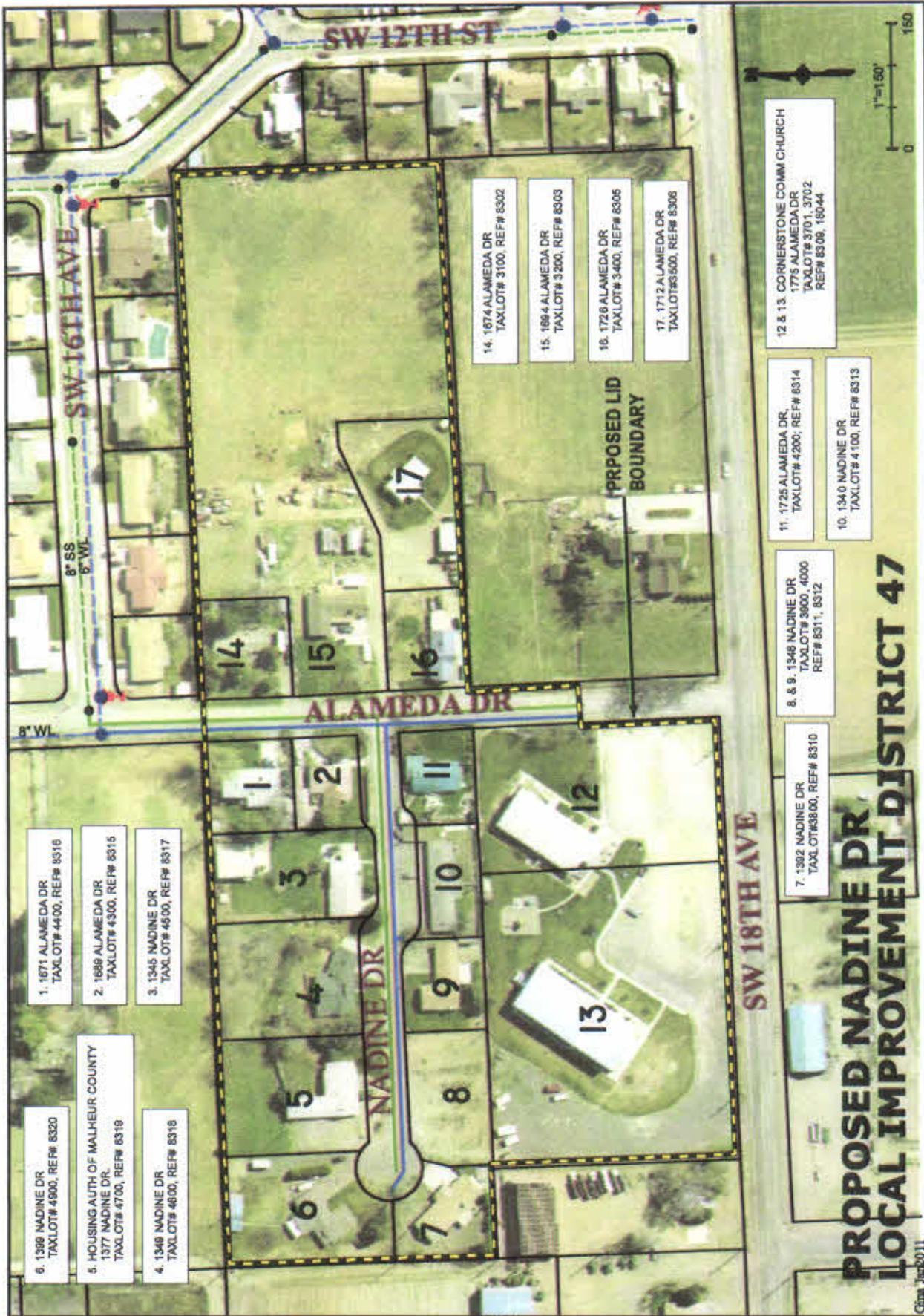
There are several ways to consider and determine "benefits derived" when assessing property within a local improvement district for public works projects. Common methods include cost per front foot of property abutting the improvement, cost per square foot to a property to a depth of 150' (Ontario code 8-7-3 (F)) or on a share and share a-like basis if the benefit is considered approximately equal for each parcel.

In this LID, staff is recommending a combination of "share and share alike" for the residential lots and a front footage cost or lump sum for the church property located at 1775 Alameda Drive. The reason for choosing "share and share alike" for the residential property is that each residential lot will be receiving one sanitary sewer service and one water line to the right of way line. If we used the front foot method, corner lots with large frontages would be excessively assessed and the lots on the culdesac would receive minimal assessments due to the narrow frontage on the public right of way. If we used the square footage method, large lots may be excessively assessed and one lot in this LID does not have any frontage on the public right of way and would not receive any assessment which would be inequitable.

From the intersection of SW 16th St and Alameda Drive, there is 155 feet of sanitary sewer and 110 feet of water main that needs to be constructed to reach the boundary of the Nadine Drive and Alameda residential properties. Under current development rules, the developer of the developed subdivision on SW 16th Ave between Alameda and SW 12th St should have constructed these pipelines with a latecomer's agreement in place. The water and sewer lines were not constructed and no agreement exists. Since no such agreement exists, it is the recommendation of the staff that the City fund this section of the project. The City will recapture at least one half of this cost when the property on the west side of Alameda develops. Consequently, that cost should be paid for from the utility funds (water and sewer) and not assessed to the property owners in LID 47.

Summary of Construction Cost Estimate

City share of costs	\$27,423
Residential (shared between 15 properties)	\$193,272
Calvary Chapel (2 lots)	<u>36,790</u>
Grand Total Construction Cost Estimate	\$257,485



- 1. 1671 ALAMEDA DR
TAX LOT# 4400, REF# 8316
- 2. 1689 ALAMEDA DR
TAX LOT# 4300, REF# 8315
- 3. 1345 NADINE DR
TAX LOT# 4500, REF# 8317
- 4. 1348 NADINE DR
TAX LOT# 4600, REF# 8318
- 5. HOUSING AUTH OF MALHEUR COUNTY
1377 NADINE DR.
TAX LOT# 4700, REF# 8319
- 6. 1309 NADINE DR
TAX LOT# 4900, REF# 8320

- 7. 382 NADINE DR
TAX LOT# 3800, REF# 8310
- 8. & 9. 1348 NADINE DR
TAX LOT# 3600, 4000
REF# 8311, 8312
- 11. 1725 ALAMEDA DR.
TAX LOT# 4200, REF# 8314
- 10. 1340 NADINE DR
TAX LOT# 4100, REF# 8313

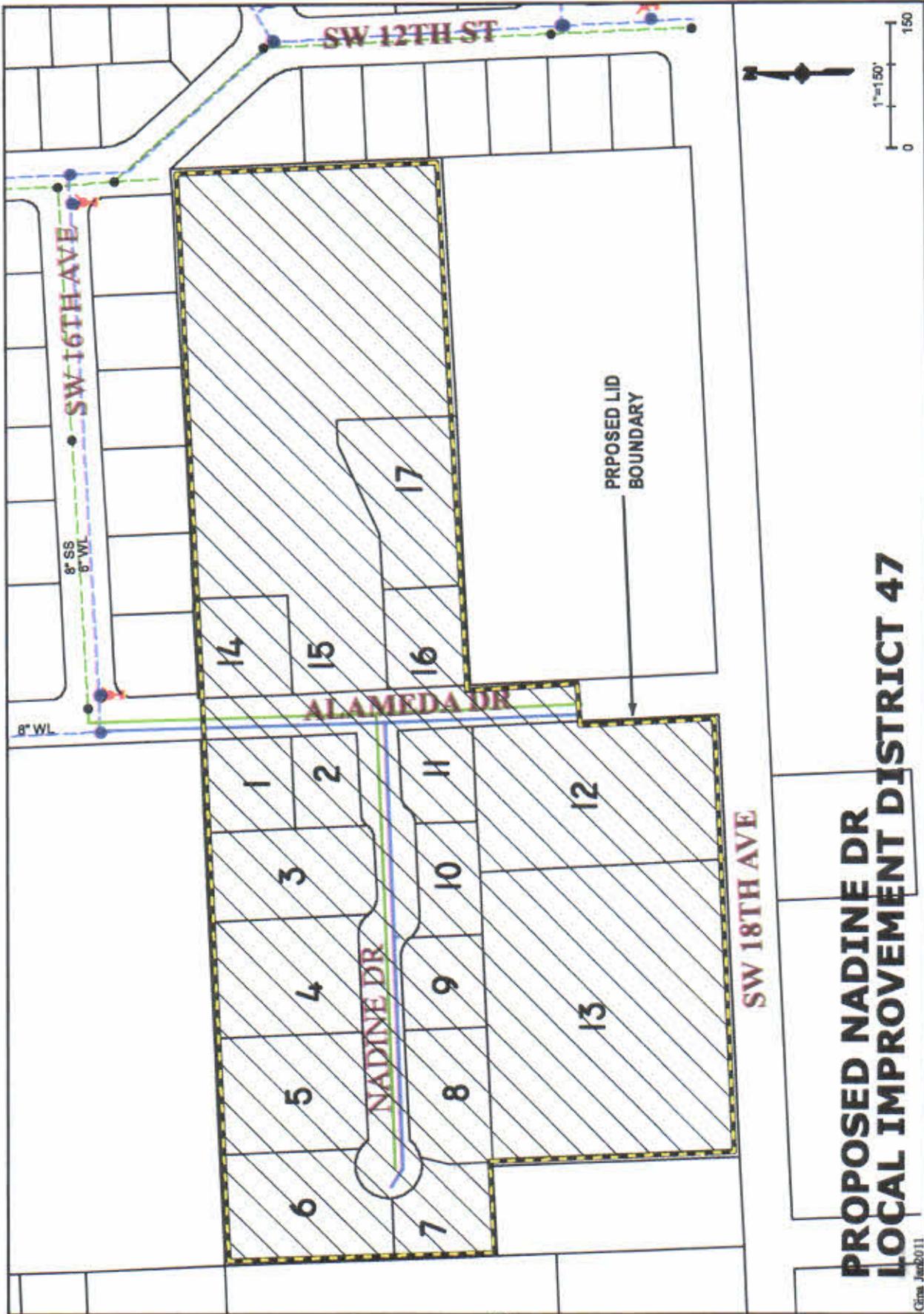
- 14. 1674 ALAMEDA DR
TAX LOT# 3100, REF# 8302
- 15. 1694 ALAMEDA DR
TAX LOT# 3200, REF# 8303
- 16. 1726 ALAMEDA DR
TAX LOT# 3400, REF# 8305
- 17. 1712 ALAMEDA DR
TAX LOT# 3500, REF# 8306

- 12 & 13. CORNERSTONE COMM CHURCH
1775 ALAMEDA DR
TAX LOT# 3701, 3702
REF# 8308, 18044

PROPOSED NADINE DR LOCAL IMPROVEMENT DISTRICT 47

- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING SANITARY MANHOLE
- EXISTING WATER LINES
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATER





**PROPOSED NADINE DR
LOCAL IMPROVEMENT DISTRICT 47**

Cline Jan2011

- EXISTING FIRE HYDRANT
- EXISTING SANITARY MANHOLE
- EXISTING WATER VALVE
- EXISTING WATER LINES
- EXISTING SANITARY SEWER
- PROPOSED WATER LINES
- PROPOSED SANITARY SEWER

LID 47 - NADINE / ALAMEDA DRIVE
SIGNATURES & PERCENTAGES
FOR ANNEXATION

Tax Lot	Address	Total Square Foot Per Lot	Property Owners - Signed	Signed	Total Property Owners	Signed	Total Possible Electors	Electors Renting or Not Property Owner	PROPERTY OWNERS
1	1671 Alameda Dr	12,632.40	12,632.40	2	2	2	2		Larry & Leanna Hoffman
2	1689 Alameda Dr	9,147.60	9,147.60	2	2	2	2		George & June Krasznawolgyi Hoffman Loving Trust, Larry & Lois Hoffman
3	1345 Nadine Dr	20,473.20	20,473.20	2	2	1	1		Coffelt, Eloise Trust c/o Duane R. Coffelt Trustee, Po Box 1824, Eagle Point, OR 97524
4	1349 Nadine Dr	25,700.40			1				Housing Authority of Malheur Co 959 Former Street, Ontario, OR 97914
5	1377 Nadine Dr	25,264.80	25,264.80	2	2				Robert E. & Regina K. Ormsby (3)
6	1399 Nadine Dr	26,571.60			2		3	Sean	Ellen B. King, 120 Emma St., Payette, ID 83661
7	1392 Nadine Dr	13,503.60			1		1	Rebecca Gates	Marlene M. Reel, Dean D. Dahnke, Larry L. Dahnke, Michael Dahnke
8	Vacant Lot	15,246.00	15,246.00	4	4				Marlene M. Reel, Dean D. Dahnke, Larry L. Dahnke, Michael Dahnke
9	1348 Nadine Dr	10,980.00	10,980.00	4	4	1	1		Betty L. Moore Trustee Moore's Real Estate Investment, LLC 840 3rd Ave N., Payette, ID 83661
10	1340 Nadine Dr	10,018.80	10,018.80	1	1	1	1	Georgia Hasler	Bobby & Paula Puckett (2)
11	1725 Alameda Dr	10,018.80	10,018.80	2	2	2	2		Calvary Chapel
12	1775 Alameda Dr	105,415.20	105,415.20	1	1				"
13	"	52,272.00	52,272.00	1	1				Francis & Janet Kittelman
14	1674 Alameda Dr	13,503.60	13,503.60	2	2	2	2		Clyde & Glenna Underwood
15	1694 Alameda Dr	160,300.80	160,300.80	2	2				Wayland & Dana Duncan (6) Herbert & Beulah Derrick c/o Diane Nicley 113 SW 4th Ave, Milton Freewater, OR 97862
16	1726 Alameda Dr	11,761.20			2		6	Sandra, Vason, Weston, Dustin	
17	1712 Alameda Dr	23,598.00			2				
18	1275-SW-18th Ave				2				
TOTAL.....		546,408.00	445,273.20	25	33	11	21		
			81.49%		75.76%		52.38%		

LID 47
NADINE DR. / ALAMEDA DR.

	Tax Lot	Lot Address	PROPERTY OWNERS	TAXES OWED	LAND ASSESSED VALUE *	LAND MARKET VALUE*
1	4400	1671 Alameda Dr	Larry & Leanna Hoffman 1671 Alameda Drive Ontario, OR 97914	PAID	\$95,340.00	\$148,330.00
2	4300	1689 Alameda Dr	George & June Krasznavolgyi 1689 Alameda Dr Ontario, OR 97914	PAID	\$109,321.00	\$142,640.00
3	4500	1345 Nadine Dr	Hoffman Loving Trust, Larry Hoffman, Lois Hoffman 1345 Nadine Dr Ontario, OR 97914	PAID	\$143,318.00	\$190,790.00
4	4600	1349 Nadine Dr	Coffelt, Eloise Trust c/o Duane R. Coffelt Trustee, Po Box 1524, Eagle Point, OR 97524	PAID	\$116,765.00	\$160,480.00
5	4700	1377 Nadine Dr	Housing Authority of Malheur Co 959 Fortner Street, Ontario, OR 97914	EXEMPT	\$225,660.00
6	4900	1399 Nadine Dr	Robert E. & Regina K. Ormsby 1399 Nadine Dr Ontario, OR 97914	PAID	\$149,517.00	\$208,380.00
7	3800	1392 Nadine Dr	Ellen B. King, 120 Emma St., Payette, ID 83661	PAID	\$119,462.00	\$153,850.00
8	3900	Vacant Lot	Marlene M. Reel, Dean D. Dahnke, Larry L. Dahnke, Michael Dahnke 1348 Nadine Dr. Ontario, OR 97914	PAID 2/3	\$6,997.00	\$23,120.00
9	4000	1348 Nadine Dr	Marlene M. Reel, Dean D. Dahnke, Larry L. Dahnke, Michael Dahnke 1348 Nadine Dr. Ontario, OR 97914	PAID 2/3	\$96,221.00	\$122,620.00
10	4100	1340 Nadine Dr	Betty L. Moore 840 3rd Ave N., Payette, ID 83661	PAID	\$99,396.00	\$124,210.00
11	4200	1725 Alameda Dr	Bobby & Paula Puckett 1725 Alameda Dr Ontario, OR 97914	PAID 1/3	\$91,838.00	\$129,410.00
12	3702	1775 Alameda Dr	Calvary Chapel 1775 Alameda Dr Ontario, OR 97914	EXEMPT	\$624,700.00
13	3701	*	"	EXEMPT	\$527,520.00
14	3100	1674 Alameda Dr	Francis & Janet Kittelman 1674 Alameda Dr Ontario, OR 97914	PAID	\$83,865.00	\$113,000.00
15	3200	1694 Alameda Dr	Clyde & Glenna Underwood 1694 Alameda Dr Ontario, OR 97914	PAID	\$117,627.00	\$133,240.00
16	3400	1726 Alameda Dr	Wayland & Dana Duncan 1726 Alameda Dr Ontario, OR 97914	OWING 2009, 2010	\$77,608.00	\$102,720.00
17	3500	1712 Alameda Dr	Herbert & Beulah Derrick c/o Diane Nicley 113 SW 4th Ave, Milton Freewater, OR 97862	FORCLOSURE OWING 2006, 2007, 2008, 2009, 2010	\$91,530.00	\$113,440.00

* The Land Value is taken from the Malheur County Website last updated November 20, 2010.

Nadine Dr / Alameda Dr Construction Cost Estimate - Total

#	Work Item Description	Unit	Quantity	Unit Cost	\$
1	Mob/Demob	LS	100.00%	\$24,000.00	\$24,000.00
2	Temporary Protection Direction of Traffic	LS	100.00%	\$11,500.00	\$11,500.00
3	Saw Cutting	LF	2200	\$1.00	\$2,200.00
4	Demo Ex MH and Connect to Existing SS Main	LS	1	\$1,000.00	\$1,000.00
5	8" Sewer Mainline Installation (Avg depth 9')	LF	1186	\$40.00	\$47,440.00
6	Sanitary Sewer Manhole Installation	EA	5	\$3,000.00	\$15,000.00
7	4" Sanitary Sewer Service Installation	EA	16	\$900.00	\$14,400.00
8	6" Sanitary Sewer Service Installation	EA	1	\$1,000.00	\$1,000.00
9	Connect to Existing 8" Waterline	EA	1	\$550.00	\$550.00
10	8" Water Mainline Installation	LF	598	\$27.00	\$16,146.00
11	6" Water Mainline Installation	LF	518	\$24.00	\$12,432.00
12	8" Gate Valve Installation	EA	3	\$800.00	\$2,400.00
13	6" Gate Valve Installation	EA	1	\$600.00	\$600.00
14	1" Water Service Installation w/o meter	EA	17	\$1,500.00	\$25,500.00
15	Fire Hydrant w/ Valve and Lead Pipe Installation	EA	4	\$3,500.00	\$14,000.00
16	Base Rock Install (Rock Donated by County?)	CY	1728	\$5.00	\$8,640.00
17	3.5" Asphalt Restoration	SF	18448	\$1.50	\$27,672.00
18	Concrete Collar Installation Water & Sewer	EA	17	\$425.00	\$7,225.00
19	Landscaping Restoration Each Lot	EA	17	\$500.00	\$8,500.00
	Subtotal				\$240,205.00
	Possible Base Rock Donation from Malheur County RR3	CY	1728	\$10.00	\$17,280.00
	Total				\$257,485.00

Nadine Dr/Alameda Dr Construction Cost Estimates Total

1/11/2011

- A) City of Ontario Portion - Alameda Dr - SW 16th Ave to N. Nadine Subdivision Property line
- B) Residents Portion - Alameda Dr - N Nadine Subdivision Property Line to S Property Line plus Nadine Dr to Dead End
- C) Calvary Chapel Church Portion - Alameda Dr - S Property Line to 150' South

A) City of Ontario Portion - Alameda Dr - SW 16th Ave to N. Nadine Subdivision Property line

#	Work Item Description	Unit	Quantity	Unit Cost	\$
1	Mob/Demob	LS	5.60%	\$24,000.00	\$1,344.00
2	Temporary Protection Direction of Traffic	LS	5.60%	\$11,500.00	\$644.00
3	Saw Cutting	LF	420	\$1.00	\$420.00
4	Demo Ex MH and Connect to Existing SS Main	LS	1	\$1,000.00	\$1,000.00
5	Connect to Existing Manhole	LS		\$200.00	\$0.00
6	8" Sewer Mainline Installation (Avg depth 9')	LF	155	\$40.00	\$6,200.00
7	Sanitary Sewer Manhole Installation	EA	1	\$3,000.00	\$3,000.00
8	4" Sanitary Sewer Service Installation	EA		\$900.00	\$0.00
9	Connect to Existing 8" Waterline	EA	1	\$550.00	\$550.00
10	8" Water Mainline Installation	LF	110	\$27.00	\$2,970.00
11	6" Water Mainline Installation	LF		\$24.00	\$0.00
12	8" Gate Valve Installation	EA	1	\$800.00	\$800.00
13	6" Gate Valve Installation	EA		\$600.00	\$0.00
14	1" Water Service Installation w/o meter	EA		\$1,500.00	\$0.00
15	Fire Hydrant w/ Valve and Lead Pipe Installation	EA		\$3,500.00	\$0.00
16	Base Rock Install (Rock Donated by County?)	CY	251	\$5.00	\$1,255.00
17	3.5" Asphalt Restoration	SF	3920	\$1.50	\$5,880.00
18	Concrete Collar Installation Water & Sewer	EA	2	\$425.00	\$850.00
19	Landscaping Restoration Each Lot	EA		\$500.00	\$0.00
	Subtotal				\$24,913.00
	Possible Base Rock Donation from Malheur County RR3	CY	251	\$10.00	\$2,510.00
					\$27,423.00

B) Residents Portion - Alameda Dr - N Nadine Subdivision Property Line to S Property Line plus Nadine Dr to Dead End

#	Work Item Description	Unit	Quantity	Unit Cost	\$
1	Mob/Demob	LS	83.30%	\$24,000.00	\$19,992.00
2	Temporary Protection Direction of Traffic	LS	83.30%	\$11,500.00	\$9,579.50
3	Saw Cutting	LF	1330	\$1.00	\$1,330.00
4	Demo Ex MH and Connect to Existing SS Main	EA		\$1,000.00	\$0.00
5	Connect to Existing Manhole	EA		\$200.00	\$0.00
6	8" Sewer Mainline Installation (Avg depth 9')	LF	881	\$40.00	\$35,240.00
7	Sanitary Sewer Manhole Installation	EA	3	\$3,000.00	\$9,000.00
8	4" Sanitary Sewer Service Installation	EA	16	\$900.00	\$14,400.00
9	Connect to Existing 8" Waterline	EA		\$550.00	\$0.00
10	8" Water Mainline Installation	LF	338	\$27.00	\$9,126.00
11	6" Water Mainline Installation	LF	518	\$24.00	\$12,432.00
12	8" Gate Valve Installation	EA	1	\$800.00	\$800.00
13	6" Gate Valve Installation	EA	1	\$600.00	\$600.00
14	1" Water Service Installation w/o meter	EA	16	\$1,500.00	\$24,000.00
15	Fire Hydrant w/ Valve and Lead Pipe Installation	EA	3	\$3,500.00	\$10,500.00
16	Base Rock Install (Rock Donated by County?)	CY	1207	\$5.00	\$6,035.00
17	3.5" Asphalt Restoration	SF	10328	\$1.50	\$15,492.00
18	Concrete Collar Installation Water & Sewer	EA	11	\$425.00	\$4,675.00
19	Landscaping Restoration Each Lot	EA	16	\$500.00	\$8,000.00
	Subtotal				\$181,201.50
	Possible Base Rock Donation from Malheur County RR3	CY	1207	\$10.00	\$12,070.00
					\$193,271.50

C) Calvary Chapel Church Portion - Alameda Dr - S Property Line to 150' South

#	Work Item Description	Unit	Quantity	Unit Cost	\$
1	Mob/Demob	LS	11.10%	\$24,000.00	\$2,664.00
2	Temporary Protection Direction of Traffic	LS	11.10%	\$11,500.00	\$1,276.50
3	Saw Cutting	LF	450	\$1.00	\$450.00
4	Demo Ex MH and Connect to Existing SS Main	EA		\$1,000.00	\$0.00
5	Connect to Existing Manhole	EA		\$200.00	\$0.00
6	8" Sewer Mainline Installation (Avg depth 9')	LF	150	\$40.00	\$6,000.00
7	Sanitary Sewer Manhole Installation	EA	1	\$3,000.00	\$3,000.00
8	4" Sanitary Sewer Service Installation	EA	1	\$1,000.00	\$1,000.00
9	Connect to Existing 8" Waterline	EA		\$550.00	\$0.00
10	8" Water Mainline Installation	LF	150	\$27.00	\$4,050.00
11	6" Water Mainline Installation	LF		\$24.00	\$0.00
12	8" Gate Valve Installation	EA	1	\$800.00	\$800.00
13	6" Gate Valve Installation	EA		\$600.00	\$0.00
14	1" Water Service Installation w/o meter	EA	1	\$1,500.00	\$1,500.00
15	Fire Hydrant w/ Valve and Lead Pipe Installation	EA	1	\$3,500.00	\$3,500.00
16	Base Rock Install (Rock Donated by County?)	CY	270	\$5.00	\$1,350.00
17	3.5" Asphalt Restoration	SF	4200	\$1.50	\$6,300.00
18	Concrete Collar Installation Water & Sewer	EA	4	\$425.00	\$1,700.00
19	Landscaping Restoration Each Lot	EA	1	\$500.00	\$500.00
	Subtotal				\$34,090.50
	Possible Base Rock Donation from Malheur County RR3	CY	270	\$10.00	\$2,700.00
					\$36,790.50

	Total	North Portion	Nadine Portion	South Portion
A) Alameda Dr - SW 16th Ave to N. Nadine Subdivision Property Line	\$27,423.00	\$27,423.00		
B) Alameda Dr - N Nadine Subdivision Property Line to S Property Line plus Nadine Dr to Dead End	\$193,271.50		\$193,271.50	
C) Alameda Dr - S Property Line to 150' South	\$36,790.50			\$36,790.50
	\$257,485.00	\$27,423.00	\$193,271.50	\$36,790.50

CITY OF ONTARIO
LID # 47

PROPERTY OWNER ASSESSMENT

WATER & SEWER .. NADINE DRIVE / ALAMEDA DRIVE (Residential Properties)

ITEM	1	2	3	4	5	6
	Tax Lot 4400 1671 Alameda Dr	Tax Lot 4300 1689 Alameda Dr	Tax Lot 4500 1345 Nadine Dr	Tax Lot 4600 1349 Nadine Dr	Tax Lot 4700 1377 Nadine Dr	Tax Lot 4900 1399 Nadine Dr
Square Footage of Property -->>	12,632.40	9,147.60	20,473.20	25,700.40	25,264.80	26,571.60
Water & Sewer	12,884.77	12,884.77	12,884.77	12,884.77	12,884.77	12,884.77
Engineering, Legal, & Administration Fees	833.33	833.33	833.33	833.33	833.33	833.33
Annexation Fee	19.41	19.41	19.41	19.41	19.41	19.41
Annexation Fee / Lot	252.65	182.95	409.46	514.01	505.30	531.43
Water Meter	380.00	380.00	380.00	380.00	380.00	380.00
Construction Loan Interest 1% (6 months)	128.85	128.85	128.85	128.85	128.85	128.85
Sub-Totals	14,499.01	14,429.31	14,655.82	14,760.37	14,751.65	14,777.79
Loan Initiation Fee @ 1% of Sub-Total	144.99	144.29	146.56	147.60	147.52	147.78
Total	14,644.00	14,573.60	14,802.38	14,907.97	14,899.17	14,925.57

ITEM	7	8	9	10	11	14
	Tax Lot 3800 1392 Nadine Dr	Tax Lot 3900 Vacant Lot	Tax Lot 4000 1348 Nadine Dr	Tax Lot 4100 1340 Nadine Dr	Tax Lot 4200 1725 Alameda Dr	Tax Lot 3100 1674 Alameda Dr
Square Footage of Property -->>	13,503.60	15,246.00	10,980.00	10,018.80	10,018.80	13,503.60
Water & Sewer	12,884.77	12,884.77	12,884.77	12,884.77	12,884.77	12,884.77
Engineering, Legal, & Administration Fees	833.33	833.33	833.33	833.33	833.33	833.33
Annexation Fee	19.41	19.41	19.41	19.41	19.41	19.41
Annexation Fee / Lot	270.07	304.92	219.60	200.38	200.38	270.07
Water Meter	380.00	0.00	380.00	380.00	380.00	380.00
Construction Loan Interest 1% (6 months)	128.85	128.85	128.85	128.85	128.85	128.85
Sub-Totals	14,516.43	14,171.28	14,465.96	14,446.73	14,446.73	14,516.43
Loan Initiation Fee @ 1% of Sub-Total	145.16	141.71	144.66	144.47	144.47	145.16
Total	14,661.59	14,312.99	14,610.62	14,591.20	14,591.20	14,661.59

CITY OF ONTARIO
LID # 47

PROPERTY OWNER ASSESSMENT

WATER & SEWER .. NADINE DRIVE / ALAMEDA DRIVE (Residential Properties) continued.

ITEM	15		16		17		Total for Residential Properties
	Tax Lot 3200 1694 Alameda Dr	Tax Lot 3400 1726 Alameda Dr	Tax Lot 3400 1726 Alameda Dr	Tax Lot 3500 1712 Alameda Dr	Tax Lot 3500 1712 Alameda Dr	Tax Lot 3500 1712 Alameda Dr	
Square Footage of Property -->>	160,300.80	11,761.20	11,761.20	23,598.00	23,598.00		
Water & Sewer	12,884.77	12,884.77	12,884.77	12,884.77	12,884.77		193,271.55
Engineering, Legal, & Administration Fees	\$15,000 / 18	833.33	833.33	833.33	833.33		12,499.95
Annexation Fee	\$330 / 17	19.41	19.41	19.41	19.41		291.15
Annexation Fee / Lot	\$0.02 / Sq.Ft.	3,206.02	235.22	471.96	471.96		7,774.42
Water Meter	Each	380.00	380.00	380.00	380.00		5,320.00
Construction Loan Interest 1% (6 months)	128.85	128.85	128.85	128.85	128.85		1,932.72
Sub-Totals	17,452.37	14,481.58	14,481.58	14,718.32	14,718.32		221,089.78
Loan Initiation Fee @ 1% of Sub-Total	174.52	144.82	144.82	147.18	147.18		2,210.90
64	17,626.90	14,626.40	14,626.40	14,865.50	14,865.50		223,300.68

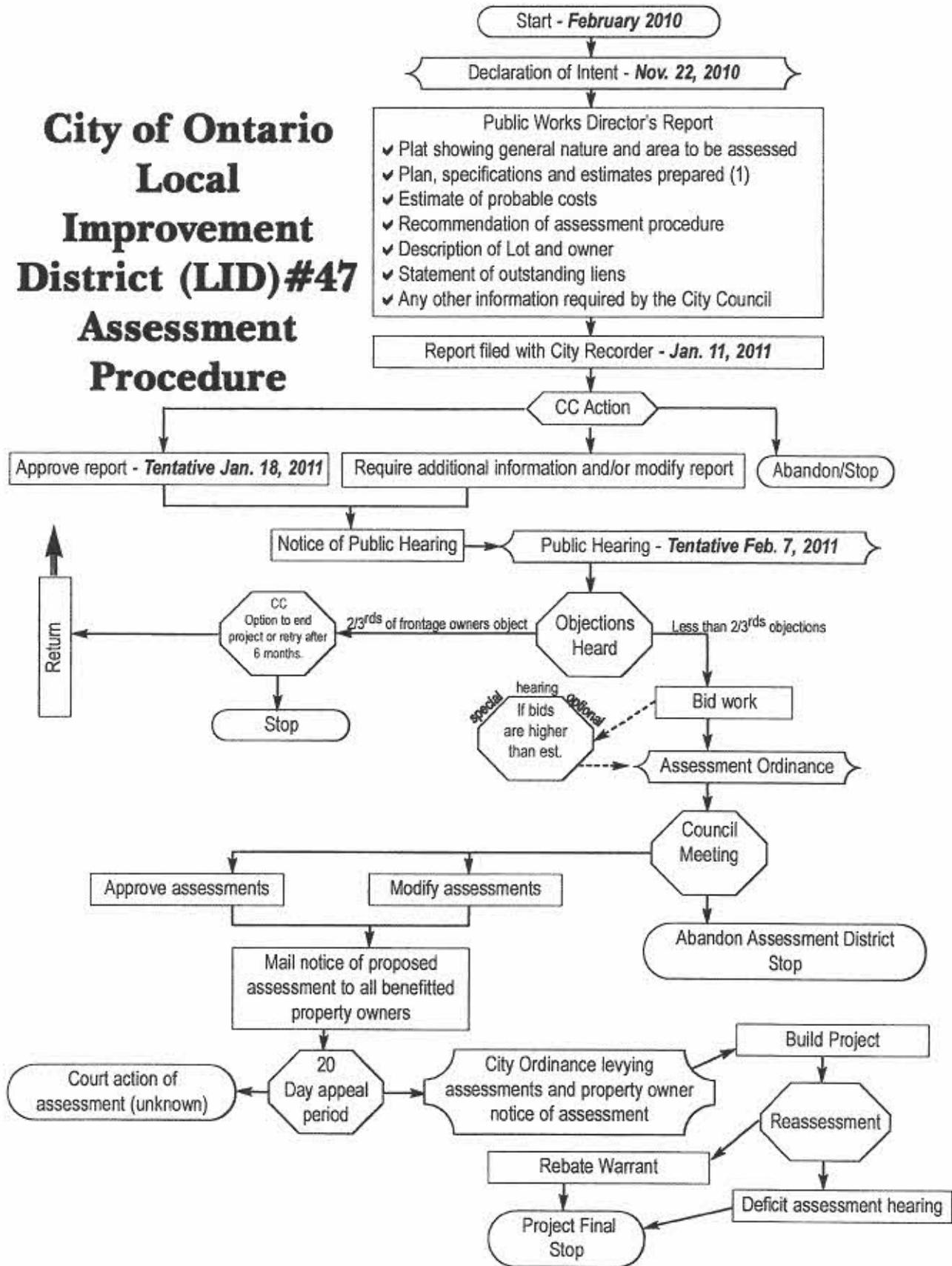
Total for Residential Properties -->>

WATER & SEWER .. Calvary Chapel

ITEM	12		13		GRAND TOTAL LID 47 Assessment
	Tax Lot 3702 1775 Alameda Dr	Tax Lot 3701 1775 Alameda Dr	Tax Lot 3701 1775 Alameda Dr	Tax Lot 3701 1775 Alameda Dr	
Square Footage of Property -->>	52,272.00	105,415.20	105,415.20		
Water & Sewer			36,790.50		230,062.05
Engineering, Legal, & Administration Fees			1,666.66		14,166.61
Annexation Fee			38.85		330.00
Annexation Fee / Lot			3,153.74		10,928.16
Water Meter			380.00		5,700.00
Construction Loan Interest 1% (6 months)			367.91		2,300.62
Sub-Totals			42,397.66		263,487.44
Loan Initiation Fee @ 1% of Sub-Total			423.98		2,634.87
Total			42,821.64		266,122.31

GRAND TOTAL -- LID #47 ASSESSMENT COSTS -->>

City of Ontario Local Improvement District (LID) #47 Assessment Procedure



DME - JANUARY 10, 2011

PROPOSED LID 47 (ALAMEDA DR AND NADINE DR)



DATE PRINTED	JAN. 7, 2011
DATE REVISION	DEC. 16, 2010
DATE	OCT. 12, 2010
CHECKED BY	TRUCK MICKELSON
DRAWN BY	GINA V
PAGE	1 OF 4

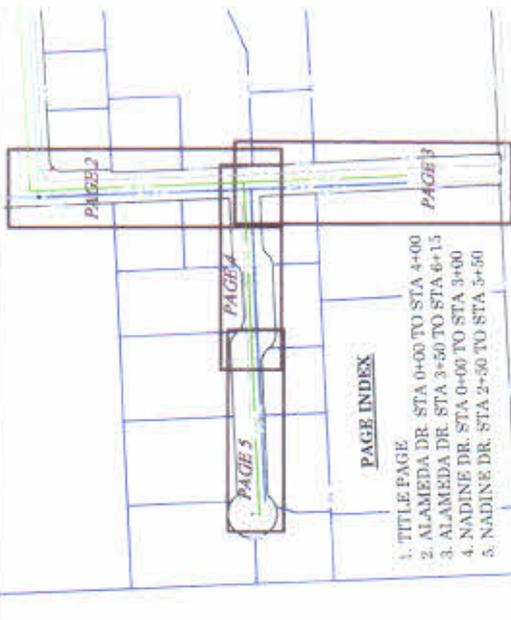
GENERAL NOTES

1. ALL DRIVEWAYS AND STREET APPROACHES SHALL BE OPEN TO ALLOW VEHICLE ACCESS AT THE END OF THE WORKDAY.
2. ALL UTILITIES ARE SHOWN AS APPROXIMATE LOCATIONS AND SHALL BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR TO NOTIFY OREGON UTILITY NOTIFICATION CENTER (1-800-333-2344) AT LEAST TWO BUSINESS DAYS PRIOR TO START OF CONSTRUCTION. RETAIN AND PROTECT ALL UTILITIES NOT BEING CONSTRUCTED.
3. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF ALL CONSTRUCTION SIGNING FOR SAFETY AND TRAFFIC CONTROL.
4. PROTECT ALL EXISTING FACILITIES AND UTILITIES UNLESS NOTED TO BE REMOVE ON DRAWINGS.
5. CONTRACTOR SHALL RETAIN AND PROTECT BUILDINGS LOCATED ADJACENT AND ENCRoACHING IN ALLEY AND STREET RIGHT OF WAY.
6. AS BUILT DRAWINGS SHALL SHOW ALL NEW AND EXISTING UTILITIES INSTALLED OR ENCOUNTERED DURING THIS PROJECT.
7. CONTRACTOR IS RESPONSIBLE FOR CONTRACTING EACH RESIDENCE FOR VERIFICATION OF PLACEMENT OF SEWER AND WATER SERVICES TO EACH PROPERTY.
8. MAXIMUM JOINT DEFECTION FOR ALL PIPE SHALL NOT EXCEED THE MANUFACTURER'S RECOMMENDATIONS.
9. CONSTRUCTION AND TESTING SHALL BE IN ACCORDANCE WITH THE CURRENT ISPCA AND CITY OF OREGON REQUIREMENTS. EXCEPT PVC PIPES SHALL BE ASSEMBLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
10. HOURS OF CONSTRUCTION SHALL BE 7:00 AM TO 6:00 PM DAILY OR APPROVED BY THE CITY STAFF.
11. CONTRACTOR SHALL BE REQUIRED TO REPAIR ANY DAMAGED OR BROKEN WATER OR SEWER SANITARY OR STORM SERVICES OR LINES DURING CONSTRUCTION.



LEGEND

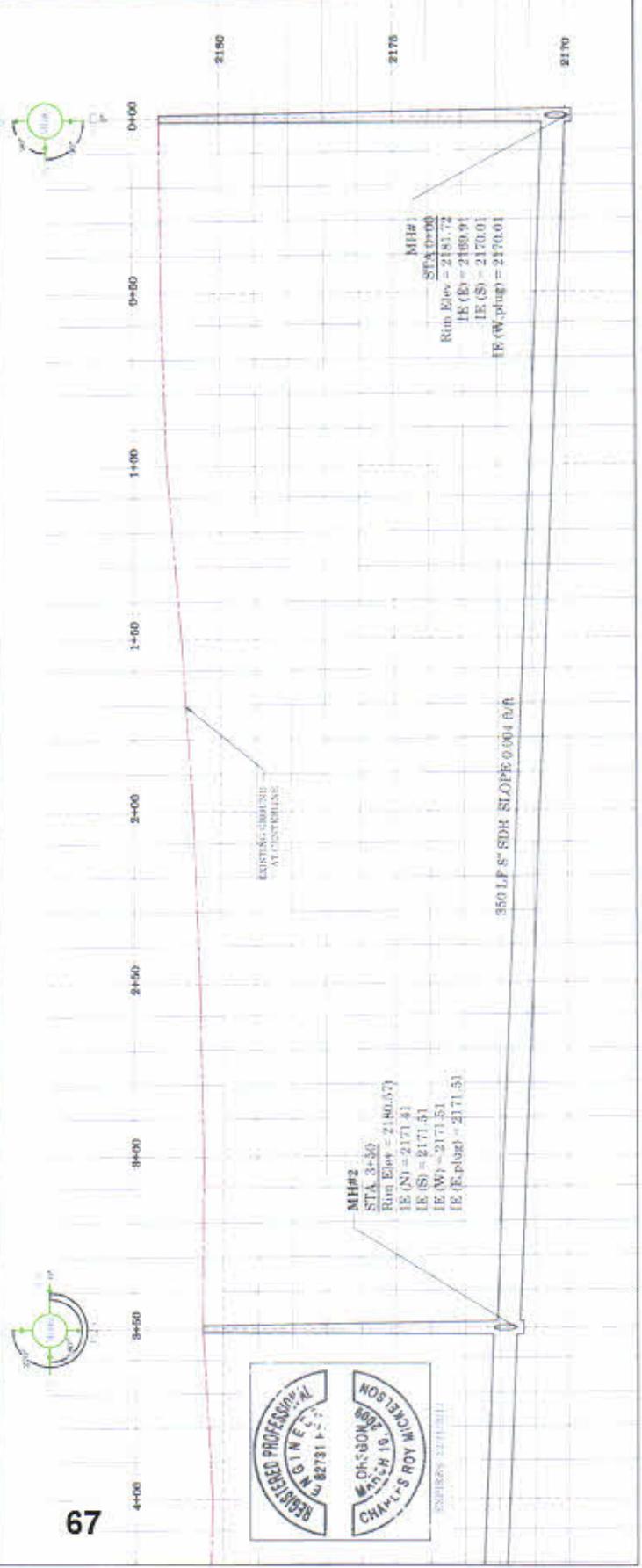
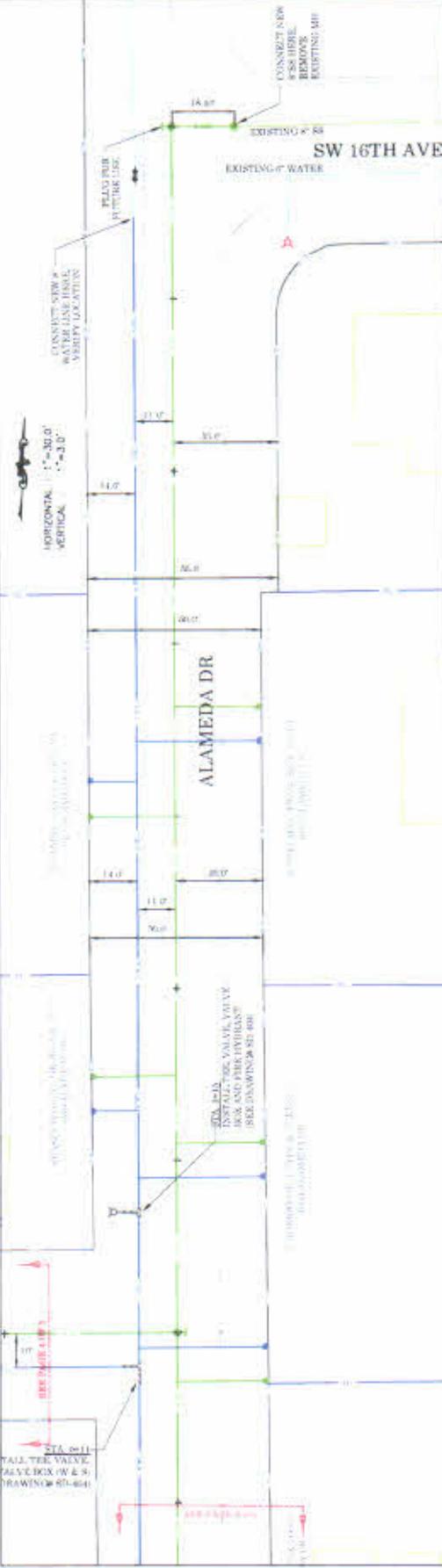
- EXISTING SANITARY SEWER
- EXISTING WATER LINE
- EXISTING EDGE OF PAVEMENT
- PROPERTY LINE
- RIGHT OF WAY
- PROPOSED WATER LINES
- PROPOSED SANITARY LINE
- PROPOSED SANITARY MANHOLE
- EXISTING SANITARY MANHOLE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- RETIKLAND
- GATE VALVE WITH INFO



**PROPOSED LID 47
(ALAMEDA DR AND NADINE DR)**



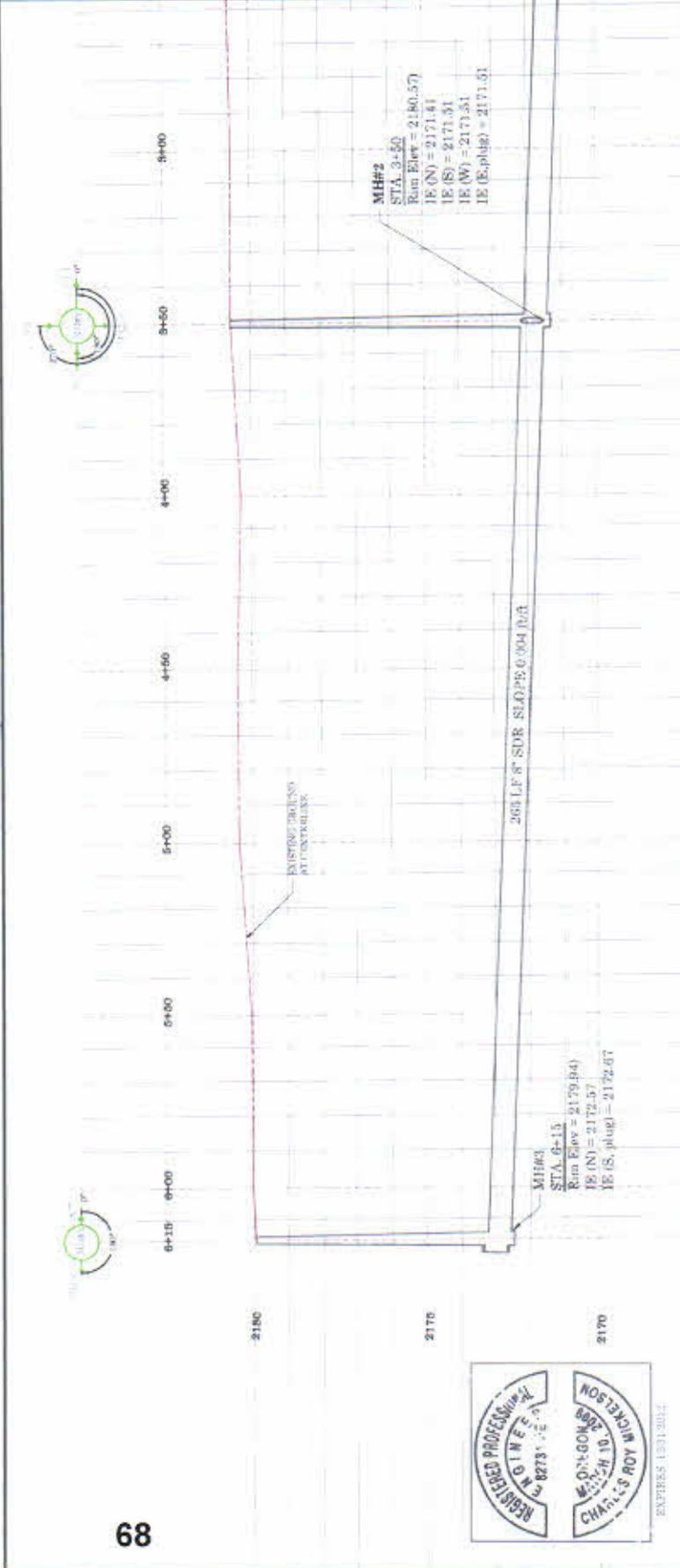
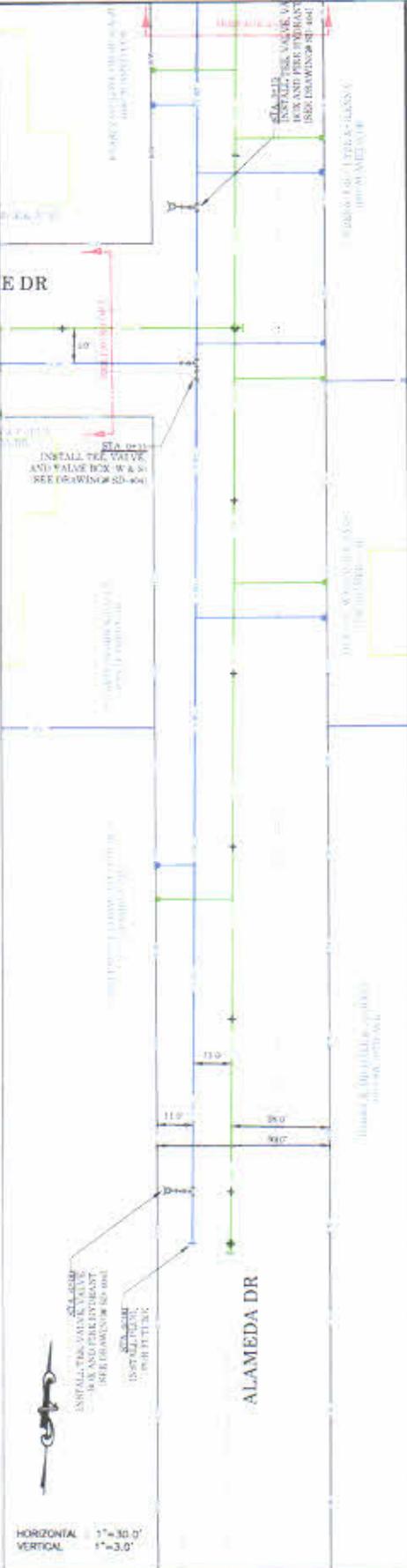
DATE ISSUED JAN. 7, 2011	DATE REVISED DEC. 16, 2010	DATE OCT. 12, 2010	CHECKED BY C. LUCK	DRAWN BY G. S. V.
DATE JAN. 7, 2011	DATE DEC. 16, 2010	DATE OCT. 12, 2010	CHECKED BY M. KELSON	DRAWN BY G. S. V.



**PROPOSED LID 47
(ALAMEDA DR AND NADINE DR)**



DATE PRINTED:	JAN 7, 2011
DATE REVISION:	NOV 16, 2010
DATE:	OCT 12, 2010
CHECKED BY:	CHUCK MICKELSON
DRAWN BY:	GINA V.
PAGE:	3 OF 5



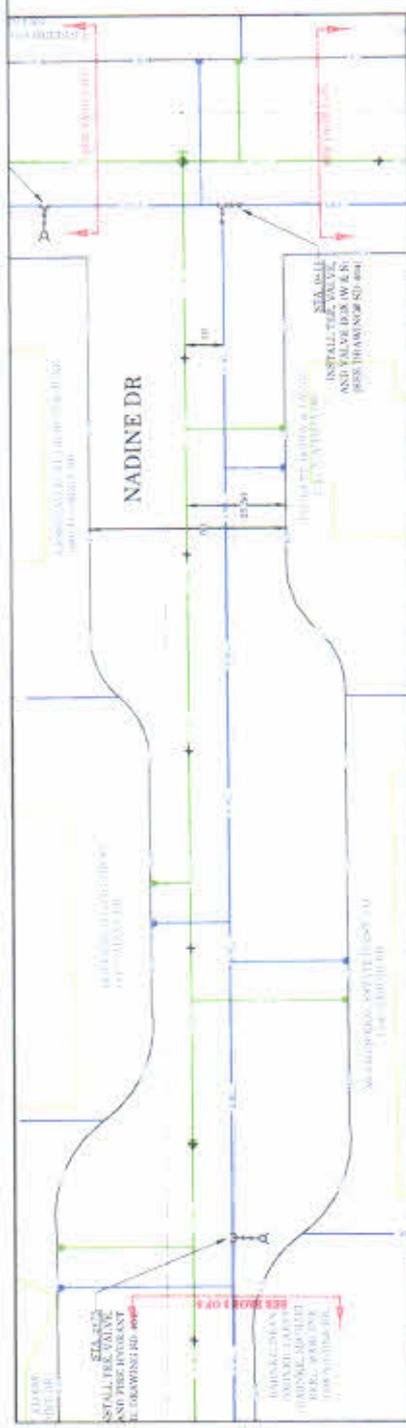
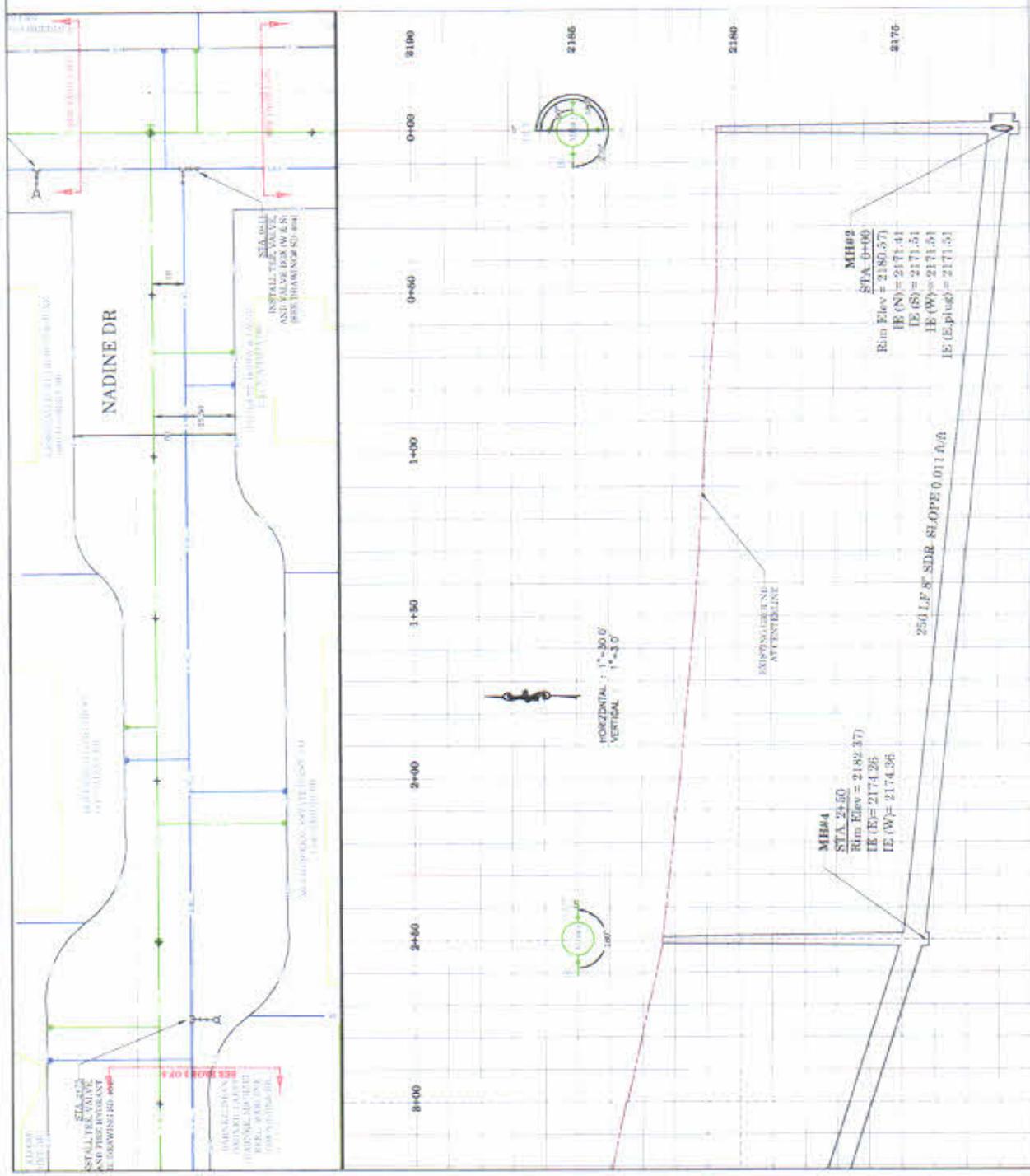
HORIZONTAL 1" = 30.0'
VERTICAL 1" = 3.0'



**PROPOSED LID 47
(ALAMEDA DR AND NADINE DR)**



DATE PRINTED JAN 7 2011	DATE REVISION DEC 16 2010	DATE OCT 12 2010	DESIGNED BY CHITRA MICHAELSON	DRAWN BY GINA V	PAGE 4 OF 5
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MH#2
STA 0+00
Rim Elev = 2180.57
IE (S) = 2177.41
IE (W) = 2171.51
IE (E, plug) = 2171.51

MH#4
STA 23.50
Rim Elev = 2182.37
IE (E) = 2174.26
IE (W) = 2174.36

250 I.P. SDR SLOPE 0.011 A/A

HORIZONTAL : 1"=30'
VERTICAL : 1"=3'



**PROPOSED LID 47
(ALAMEDA DR AND NADINE DR)**



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DATE PRINTED: JAN 7, 2011

DATE REVISION: DEC 14, 2010

DATE: OCT 12, 2010

CHECKED BY: CHUCK MURKELAIN

DRAWN BY: GANA V.

PAGE 3 OF 6

