

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

**AGENDA
CITY COUNCIL - CITY OF ONTARIO, OREGON
Monday, March 16, 2015, 7:00 p.m., M.T.**

- 1) Call to order**
Roll Call: Norm Crume _____ Tessa Winebarger _____ Charlotte Fugate _____ Thomas Jost _____
Larry Tuttle _____ Betty Carter _____ Mayor Ron Verini _____

2) Pledge of Allegiance

This Agenda was posted on Wednesday, March 11, 2015. 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 03/02/2015 1-10
B) Approval of Agricultural Aircraft Loading Facility: Bain Aviation, Inc. 11-30
C) Approval of the Bills

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

6) Department Head Updates: Thursday

7) Old Business

- A) Ordinance #2699-2015: Amend Ontario Municipal Code Section 3-20-2 by Extending the Moratorium on Medical Marijuana Facilities until August 1, 2015 (*Final Reading*) 31-33

8) New Business

- A) Resolution #2015-106: Txf Funds - Purchase Recreation Softball Equipment 34-36
B) Resolution #2015-110: ODOT Car Seat Grant 37-39
C) Resolution #2015-111: Adopting Public Works Director's Report, Creating a Reimbursement District in Favor of Jeff Petry for Installation of Sanitary Sewer and Storm Sewer Improvements on SE 5th Avenue, and Setting a Public Hearing Date 40-58
D) Request to Proceed: Youth Related Public Safety Award Program and Community Enhancement Award Program 59-60
E) OR Child Development Coalition Storm Sewer Easement/Release of Easement Agmt 61-69

9) Hand-Outs/Discussion Items

- A) Review Abatement Ordinance: Cars, Weeds, Sidewalk Junk, etc.
B) Police Stats: February 2015
C) Minutes: County Court 2/11/15; March 4, 2015
D) Minutes: SREDA 03/04/15
E) Financials

10) Correspondence, Comments and Ex-Officio Reports

11) Adjourn

**ONTARIO CITY COUNCIL MEETING MINUTES
Monday, March 2, 2015**

The regular meeting of the Ontario City Council was called to order by Mayor Ronald Verini at 7:00 p.m. on Monday, March 2, 2015, in the Council Chambers of City Hall. Council members present were Ron Verini, Norm Crume, Tessa Winebarger, Charlotte Fugate, Thomas Jost, Larry Tuttle, and Betty Carter.

Members of staff present were Tori Barnett, Larry Sullivan, Marcy Siriwardene, Mary Domby, Kari Ott, Mark Alexander, Al Higinbotham, Jerry Elliot and Cliff Leeper. The meeting was recorded, and copies are available at City Hall.

Charlotte Fugate led everyone in the Pledge of Allegiance.

AGENDA

Norm Crume moved, seconded by Charlotte Fugate, to adopt the Agenda as amended. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 7/0/0.

CONSENT AGENDA

Charlotte Fugate moved, seconded by Betty Carter, to approve Consent Agenda Item A: Minutes of the Regular Meeting of February 17, 2015; Item B: Liquor License Application: Great Privilege – Ontario Mini Market; Item C: Liquor License Application: Additional Privilege – Winner's Horseshoe Park; and Item D: Approval of the Bills. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 7/0/0.

PUBLIC COMMENT

Scott Matthews, Emmett, Idaho, stated he had a marijuana facility and wanted to open a facility in Ontario.

Larry Sullivan, City Attorney, advised Mr. Matthews to speak to the City Planner since his facility was located in an I-2 Heavy Industrial zone, which might not be compatible with his business.

Mr. Matthews stated that he had been approved by the State of Oregon, but had not spoken to the Planning Department to get their approval.

William Lopez, Ontario, voiced his support for medical marijuana dispensaries in Ontario.

NEW BUSINESS

Notice to Proceed: Murray, Smith & Associates, Inc., for Professional Engineering Services for Final Design and Bidding Phase of the Water Treatment Plant Chemical Feed and Raw Water Supply Improvements Project.

Cliff Leeper, Public Works Director, CH2M HILL, presented.

The current project included the final design and bidding services for the development of the chemical feed and raw water supply improvements developed through the preliminary engineering process. The project would be funded through 105-160-719278 WTP Audit Projects.

In October, 2014, the Council approved the Preliminary Engineering Design phase by Murray, Smith, & Associates (MSA) for the referenced project. Around the same timeframe, the Council approved the development of a pilot program to review possible chemical use modifications in association with improvements to the Ontario Water Treatment Plant (WTP).

The scope of work was based on the conclusions of the August 2014 Water Treatment Plant Audit Report. Preliminary Engineering was completed and now final engineering design was needed to develop construction documents and to bid the project. MSA was selected in the spring of 2014 through a proposal process to be part of the city's roster for On-Call Engineering Services. Extension of the MSA Preliminary Engineering Contract would allow immediate action to begin on the final design phase for critical Water Treatment Plant improvements by a qualified engineering team with a deep understanding of the city's WTP challenges.

The Council could choose to not authorize the Notice to Proceed for Murray, Smith and Associates, Inc., and postpone needed improvements. If authorization was denied, options would include either "No Action" where no improvements would be designed at all or a Request for Proposal (RFP) could be developed and selection of a qualified engineering firm would follow.

Work would be billed on a time and materials basis, in accordance with the schedule of charges. MSA would manage the work identified to the aggregate total budget amount (\$202,500), which would not be exceeded without prior written authorization from the City.

Councilor Tuttle stated he would be voting no on this action. As a Council, they were responsible for the funds that were in the city's budget, and he thought the continuation of the contract...the original contract was with MSA, an extension of that contract for \$120K, that had been passed, and now they were being asked to extend that contract one more time for \$233K. He understood, following a conversation with Larry Sullivan, that that was legal, but he had a question about how we expected to be competitive and receive competitive bids if things like this weren't bid out. He wasn't comfortable with a continuation on this contract. He also wanted an explanation on what CH2M HILL's, currently under contract with the city, connection to MSA, and how much money, if any, they'd receive out of the \$233K. It appeared there might be, or maybe there wasn't, some type of conflict. He stressed that when they went into projects of this size, they needed to go with competitive bidding.

Mr. Leeper stated his understanding of Councilor Tuttle's issues, but CH2 would provide oversight with MSA, working with them, but would not receive any of the money associated with this bid. Secondly, MSA had a detailed and long-term knowledge of this particular facility, and they would be able to provide significant insights into the final design for this chemical feed system. To go for a second or outside bid would increase the time associated with moving this project forward and getting it completed.

Jerry Elliott, CH2M HILL, City Engineer, stated, with confirmation from Mr. Sullivan, his understanding was that Oregon's Professional Procurement Law stated that you must first pick on qualifications. If they went out and reselected engineers for this piece of the project, based on his own experience, there were only four engineers within a 100-mile radius that would have any chance of putting together a proposal on this, and two of those four were on the current Docket. If they went out for proposal, Oregon Law dictated they had to select on qualifications. They'd get four proposals, maximum, and from those four, they'd want to select the most qualified firm, which was the firm that already had their boots on the ground. They were not really allowed, under Oregon Law, to bid for professional services.

Mr. Sullivan stated that was correct. The law required that they selected solely on qualifications, and once that selection was made, then the public body could negotiate price.

Mayor Verini stated he had spoken with Betsy [Roberts, CH2M HILL, City Engineer], on this issue, and he felt relatively comfortable with the selection.

Councilor Jost asked about the difference in numbers – those presented on Thursday.

Mr. Leeper stated the \$233K was a contingency fund. The actual cost was \$202K, so the extra was for unforeseen issues.

Norm Crume moved, seconded by Charlotte Fugate, to authorize a Notice to Proceed for Professional Engineering services for the Final Design and Bidding Phase of the Water Treatment Plant Chemical Feed and Raw Water Supply Improvements Project. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-no; Tuttle-no; Carter-no; Verini-yes. Motion carried 4/0/3.

(ADDITIONAL) PUBLIC COMMENT

Candy Mockaby, project manager for marijuana growers, was there to answer questions the Council might have. She handed out paperwork, with some bullet-points from various entities involved with medical marijuana cards or programs. Much more information was available. Basically, Oregon provided a moratorium for counties and cities who weren't on board with having a medical marijuana dispensary in their community, to allow them to review various options, such as hours of operation, additional ordinances, etc. Ontario decided to act on the moratorium, which was scheduled to end May 1, 2015. It was her understanding now that the Ontario Council was looking to extend that. She wasn't sure how that would work. Medical marijuana dispensaries allowed lawful, card-holding patients to enter a establishment. She encouraged the Council to read the hand-outs she provided. Her group wanted to work with the city and county. The owners and investors asked that she appear before the Council, encouraging her to emphasize they wanted to be a good neighbor. A site had been established in a Neighborhood Commercial zone, which met the state requirements. There were no ordinances or business licensing for Ontario currently. They had begun asking questions a year ago, then six months ago, and three weeks ago, but there was still nothing that would hold anyone back. There was nothing that said they couldn't move forward. They wanted to complete this, but also wanted to be part of the Ontario community.

(BACK TO) NEW BUSINESS

Notice to Proceed: CH2M HILL for Professional Engineering Services for Final Design Services and Services During Construction for the Eastside Tank Repair

Cliff Leeper, Public Works Director, CH2M HILL, presented.

In December, 2014, the Council approved the structural on-site inspection and evaluation of the East Side Tank #2 by CH2M HILL. Staff was now requesting the City of Ontario provide a Notice to Proceed to the CH2M HILL structural team to develop final design drawings for the repair of the leak at the East Side Tank #2. Final design drawings would be based on a site investigation and tank evaluation conducted in January, 2015. The Notice to Proceed would also include time and budget for engineering services during construction (SDC). Funding for this project was in the current fiscal year budget, and would pull from line item 105-160-719279.

The following list summarized the findings of the investigation:

- Nearly all of the pre-stressing wires exposed exhibited no corrosion and were in good condition.
- A moderate amount of cracking in the exterior shotcrete (exterior face of wall) was observed and a small number of locations were found where the shotcrete exhibits a hollow sound (characteristic of delamination or subsurface cracking).
- Local light corrosion was observed on wires observed near previously repaired crack (stained wires with no section loss).
- The exterior wall coating has failed in areas where water seepage is present.
- The coating on the roof slab has been weathered, notably the south side where the sunlight exposure is greatest.
- Significant interior liner separation from reservoir over much of the floor and concentrated areas on walls.

Based on the investigation, CH2M HILL now recommends the following repairs and actions be performed:

- Removal and reinstallation of the interior lining with investigation of interior concrete and shotcrete surfaces.
- Repair of leaking crack at diaphragm joint on south east side. Options for repair include but are not limited to the following:
 - Epoxy crack injection
 - Hydrophobic grout injection
 - Flexible tape waterstop
 - Consultation with concrete repair contractor to be performed during design phase of repair project
- Repair exterior coating at select locations on walls and entire roof slab
- Contractor to provide thorough sounding of the interior and exterior surfaces of the walls to check for delaminations.
- Repair of any interior concrete and shotcrete surface deficiencies
- City to consider possible seismic upgrade of reservoir

The design team would start immediately with the plan to produce drawings and specifications for bid documents as quickly as possible (approximately 3 weeks). During design process, the design engineers would hold discussions with the liner suppliers to best understand the requirements of the liner materials being proposed (removal time, applications time, set/dry time etc.) to gain a better understanding of the duration required for construction.

If the project cost appeared to be under \$100,000, it was possible the bid period could be shortened to an informal process in which the Public Works Department would approach three qualified bidders and solicit bids directly. If it appeared to be more than \$100,000, then the formal bid process would probably be required.

Typically, an increased call for water would begin around April with the peak calls being about July and August. The Public Works Department would not be comfortable taking this reservoir off-line any time after May 1st, but that could still depend on how hot the weather had been. Schedule discussions would develop as the project progressed.

The Council could choose to not authorize the Notice to Proceed for CH2M HILL, and postpone needed improvements. If authorization was denied, options would include either "No Action" where no improvements would be designed at all or a Request for Proposal (RFP) could be developed and selection of a qualified engineering firm would follow.

Work would be billed on a time and materials basis, in accordance with the schedule of charges. The City Engineer would manage the work identified to the aggregate total budget amount (\$20,000), which would not be exceeded without prior written authorization from the city.

Norm Crume moved, seconded by Betty Carter, that the City Council authorize a Notice to Proceed for Professional Engineering Services for the Final Design and Services During Construction for the Repair of the Leak in East Side Tank #2. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-no; Carter-yes; Verini-yes. Motion carried 6/0/1.

Resolution #2015-107: Receive/Expend Donation Funds (OPD)

Mark Alexander, Police Chief, presented.

The Police Department received unexpected revenue from donations and grant projects and would like to expend those funds. A budget change was required to do so.

The following donations were received for police projects and for the Citizens on Patrol Program:

- \$400 Ontario VFW
- \$200 Ontario American Legion
- \$50 Ontario American Legion Auxiliary
- \$100 Ontario Basque Club
- \$200 Ontario Rotary Club

The Department's a member of Malheur County Drug Free Communities Coalition and had the opportunity from the Coalition to reimburse the Department for the purchase of a mobile incinerator for the destruction of drugs and other evidence. The incinerator would cost \$4,250 and would be utilized by law enforcement agencies within Malheur County. The Department did not budget to receive and/or expend these funds and would like to make an adjustment in order to do so. It was proposed the budget change for expenditures be recognized within the Police Department's General Supplies line item.

Charlotte moved, seconded by Tessa Winebarger, the City Council adopt **Resolution 2015-107, A RESOLUTION ACKNOWLEDGING RECEIPT OF REVENUE FUNDS AND APPROPRIATING EXPENDITURES WITHIN THE GENERAL FUND**. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 7/0/0.

Resolution #2015-108: Expend Funds from Public Safety Reserve Fund for Radio Equipment (OPD)

Police Chief Mark Alexander presented.

The Police Department was in need of public safety radio equipment and enhancements that had not been budgeted for. It was proposed the funds come from the Public Safety Reserve Fund. The Council approved allocating 26.5% of Motel Occupancy Tax to a Public Safety Fund in October 2013.

Effective and reliable radio communications for public safety was imperative. The Police Department realized some recent needs relating to its radio equipment. The details of those needs should not be in a public record due to the sensitivity and nature of work performed and security issues relating to the radio systems. The Drug Task Force officer needed a new portable radio with enhanced technology to monitor new transmissions relating to the new HIDTA program. Also, the mobile radios in this officer's vehicle were in need of upgrades to include better installation, cabling and antennas.

The Ontario Police Department's radio infrastructure has components about the city. A part of the system is on city property, but receives power from a building without city access. Recently, a breaker switch sustained failure and a responsible party to the building could not be located. The city's system was down over a weekend until access could be made to the building. It is recommended to install a new breaker switch and re-route power from an existing city building. Another location is in need of a new power UPS due to age and failure. Equipment is currently being used without a protected UPS system.

The Police Department has infrastructure equipment to cover one side of town and has been in place for several years. It has been realized the antenna system is not up to standards, resulting in decreased range and inaudible radio transmissions. A new antenna system is recommended.

Total needs and funds required:

- Portable Radio \$1,681.50
- Upgrades in mobile radios \$663.00
- New power source install and breaker switch \$800
- UPS \$895
- Antenna system \$1,000

Total: \$5,039.50, so \$5,040 would be transferred from the Public Safety Reserve Fund to fund the listed projects.

Councilor Fugate asked if each was for Police only, or would the Fire Department benefit?

Chief Alexander stated part would benefit the Fire Department.

Thomas Jost moved, seconded by Norm Crume, that the Council adopt **Resolution 2015-108, A RESOLUTION AUTHORIZING EXPENDITURES FOR RADIO EQUIPMENT FROM PUBLIC SAFETY RESERVE FUND**. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 7/0/0.

Resolution #2015-109: Zoning Amendment to Title 10A to Permit Medical Marijuana Dispensaries as a Conditional Use in Certain Commercial Zones; Prohibit in all other Locations

Larry Sullivan, City Attorney, presented.

In 2014, the Oregon legislature passed Senate Bill 1531, authorizing local governments to place reasonable time, place and use restrictions on medical marijuana dispensaries. In response to that legislation, Oregon cities passed ordinances imposing such restrictions in the form of zoning ordinances and/or business license ordinances. If a city imposed those restrictions through an amendment to the city's zoning or development code, the city was required to provide a notice to the Department of Land Conservation and Development (DLCD) thirty five days before the first public hearing on the zoning ordinance.

At its last work session on February 12, 2015, the consensus of the Council was to proceed with both a zoning ordinance and a business license ordinance regulating medical marijuana dispensaries. Resolution 2015-109 was intended to formally begin the process of amending City Code Title 10A, the City's substantive zoning ordinance, by giving DLCD notice of the changes in Title 10A that the City Council is considering making in a final zoning ordinance.

If the Council passed Resolution 2015-109, staff would forward it to DLCD to begin the 35-day waiting period. During that 35 day period, a formal ordinance would be prepared by staff. A public hearing after the running of the 35 day period would be scheduled before the Planning Commission to approve or recommend changes to the proposed ordinance. After that public hearing, the Planning Commission would be able to make any recommended changes in the zoning ordinance before it was submitted to the Council for its approval after another public hearing. At every step in the process, staff, the Planning Commission and the City Council would be able to make changes without having to resubmit those changes to DLCD. Upon passage, any zoning ordinance approved by the Council would have to be sent to DLCD for a final review.

Exhibit "1" to Resolution 2015-109 set forth the changes proposed by staff to Title 10A. The Council should note that in the location restrictions in Exhibit "1", blanks were left for the Council to determine whether to impose restrictions on locating medical dispensaries near residential zones and day care facilities. Oregon law required that any restrictions be reasonable ones. Staff would need direction from Council on the distances to insert in Exhibit "1" prior to the final passage of Resolution 2015-109.

Mayor Verini asked about time limits.

Mr. Sullivan answered that it might be able to be in effect by July 1st, but that might be optimistic. If the Council passed the resolution that evening, it would still be at least a week before the required notice to start the 35-day process even went to DLCD. In addition to the resolution itself, the city would have to select a date for the first public hearing, and would either have to have a staff report ready to submit to DLCD at the time the notice was submitted, or they'd have to establish a date when that staff report would be available for review by the public. He hadn't spoken about any of that with the City Planner yet.

Councilor Fugate commented that there were people who invested money into the community, and continually changing the dates was unfair to them. The Council wasn't being efficient. She asked the City Manager if staff could have this taken care of in three months.

Tori Barnett, Interim City Manager, stated there was nothing that could be done regarding the 35-day waiting period, then they'd have the Planning Commission meeting, and then the Council. They'd begin tomorrow morning.

Councilor Fugate stated having to come back to ask for an additional period of time, 30 or 40 days, wasn't fair. They needed to get it done within three months.

Mr. Sullivan reminded the Council that normally with a zoning ordinance, there would be the 30-day effective date. It wouldn't be three months for the passage, if done with two readings. It would have to be 30 days before July 1st. That shortened the time to the end of May.

Councilor Fugate stated they should have known about this six months ago, not coming to the deadline and then trying to make decisions.

Councilor Crume asked Mr. Sullivan if this was extended to September instead of June, did the Council have the ability, if all the paperwork was done with no problems, to amend the deadline?

Mr. Sullivan stated yes, but it would have to be done by ordinance. That could be done by an emergency passage. It wouldn't be a zoning issue at that point. That could be done in one meeting, if done by a unanimous vote.

Mayor Verini agreed they'd drug their feet, and it had caused some pain in the community.

Councilor Fugate stated they needed to look at it from the view of the investors in our community. It made things difficult for them. Continually changing the dates wasn't the way to run a business.

Larry Tuttle moved, seconded by Charlotte Fugate, that the Mayor and Council approve **Resolution 2015-109, A RESOLUTION INITIATING A ZONING AMENDMENT TO TITLE 10A TO PERMIT MEDICAL MARIJUANA DISPENSARIES AS A CONDITIONAL USE IN CERTAIN COMMERCIAL ZONES, AND TO PROHIBIT THOSE DISPENSARIES IN ALL OTHER ZONES.** Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 7/0/0.

Ordinance #2699-2015: Amend Ontario Municipal Code Section 3-20-2 by Extending the Moratorium on Medical Marijuana Facilities until August 1, 2015 (1st Reading)

Larry Sullivan, City Attorney, presented.

In 2014, the Oregon legislature passed Senate Bill 1531, authorizing local governments to place a one-year moratorium on the licensing of medical marijuana dispensaries within their jurisdictions. The one year moratorium would expire on May 1, 2015.

There were bills pending in the 2015 Oregon legislative session dealing with the state and local regulation of marijuana which, if passed, could affect the regulation of medical marijuana dispensaries by Oregon cities. At the work session on February 12, 2015, the consensus of the Council was to extend the moratorium through September 1, 2015. Ordinance No. 2699-2015 accomplished that. Stephanie Williams, Malheur County Attorney, informed the City Attorney that the county would honor that moratorium in the Ontario Urban Growth Area outside the City Limits. The Council could vote no on the ordinance; they could pass it on first reading, with the understanding that on the second reading the language would be altered and a different date selected for the date of the moratorium; or third, table the ordinance.

Mayor Verini stated if they were to impose any restrictions in the community, they would have to have an extension on the moratorium, and that was because the Council had drug their feet.

Councilor Fugate wanted it tabled or the date changed to July 1st.

Councilor Tuttle stated he'd like to see the action move forward that night, but would be more comfortable with the date of August 1st.

Mr. Sullivan stated if they set the date for August 1st, and things moved quicker, the Council could pass another ordinance changing the date of the moratorium. They could do that in one reading with an emergency cause, which would require the unanimous vote.

Norm Crume moved, seconded by Betty Carter, to approve **Ordinance No. 2699-2015, AN ORDINANCE AMENDING CITY CODE SECTION 3-20-2 BY EXTENDING THE MORATORIUM ON MEDICAL MARIJUANA FACILITIES UNTIL AUGUST 1, 2015, on First Reading by Title Only**. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-no; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 6/1/0.

Ontario Fire Chief Position Update

Mayor Verini stated he had a conversation with current Fire Chief, Al Higinbotham, and he was willing to stay on with the City for an additional year, with an increase in take-home pay of \$300 a month. This would give the city an advantage of savings approximately \$32,961 [sic] a year for the Chief position, mainly because he did not receive any benefits. The city could then advertise for a Deputy Chief, and Chief Higinbotham would have more time to train the new Deputy. With Chief Higinbotham's duties, including not just the Ontario Fire Chief, but also the County Fire Chief, Fire Defense Board, Malheur County Fire Chief, etc., he believed taking the advantage of the savings and using that against hiring a Deputy Chief, would be better preparation for future replacement. He was looking for direction, comments, or consensus from the Council.

There was a unanimous consensus to proceed.

Councilor Fugate asked about the hiring of a Deputy Chief.

Councilor Carter asked if the Deputy position would be handled in-house, or would they be looking externally for applicants.

Ms. Barnett stated this would be done through the budget process, and applications would be accepted both internally and externally.

City Manager Vacancy

Mayor Verini stated he was looking for a consensus, possibly, on pulling the advertisement for the City Manager position. It had been out there for a while, and had become a bit stale. He suggested beginning the search again after the budget.

Councilor Tuttle stated he didn't have a problem pulling the advertisement, but strongly suggested hiring a professional organization, but not necessarily Prothman.

Mayor Verini asked if any research had been done regarding other head hunter organizations.

Ms. Barnett stated she had been speaking with the HR Manager, and she'd be looking into other organizations. She agreed they needed a fresh start.

Councilor Crume stated his agreement with waiting until the budget was completed. If they tried to accomplish something like hiring a City Manager during that same time, it would be difficult. Things could be handled internally by Council, but have something lined up for right after budget.

Mayor Verini stated they could have meetings to discuss any potential head-hunter organizations, but to have indications of interest during period, would be difficult. But, they could meet to select a firm, discuss parameters, etc., but just not be receiving applications during that time.

There was a unanimous consensus to pull the City Manager advertisement from the website until after the budget process was completed.

CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

Councilor Fugate stated in the Sunday Argus paper, there was an opinion letter sent to the paper about Revitalize Ontario. She wanted to clear up a few things that Mr. John Franklin, Ontario, stated. First, he claimed that she had said several groups of people messed up dressing of the downtown area. She never said that. Secondly, he said that the property owners would be forced to join this revitalization thing. That was also not correct. If they didn't want to participate, they didn't have to. It was totally a free will thing. Lastly, he complained about the streets being dirty. The street sweeper had been down for a bit, but she spoke with the Public Works Director, and had been told it was up and running and they'd be back cleaning the streets tomorrow. They'd be doing some neighborhoods first, then the downtown area.

EXECUTIVE SESSION

Executive Session: ORS 192.660(2)(e)

An executive session was called at 8:22 p.m. under provisions of ORS 192.660(2)(e) to discuss real property. The Council moved into another Executive Session at 8:36 p.m.

Executive Session: ORS 192.660(2)(h)

An executive session was called at 8:37 p.m. under provisions of ORS 192.660(2)(e) to discuss litigation (Pending/Potential) Council moved into another Executive Session at 9:03 p.m.

Executive Session: ORS 192.660(2)(a)

An executive session was called at 9:04 p.m. under provisions of ORS 192.660(2)(e) to discuss real property. The Council moved back into Regular Session at 9:43 p.m.

BUSINESS

(No sound recorded, so remaining minutes done by notes.)

Mayor Verini asked for comments and/or action regarding the proposal submitted by TJ Gomez with regard to the Ontario Golf Course.

Ron Verini moved, seconded by Norm Crume, to deny the contract presented by TJ Gomez. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-no; Carter-yes; Verini-yes. Motion carried 6/1/0.

Norm Crume moved, seconded by Charlotte Fugate, to deny any further negotiations with TJ Gomez. Roll call vote: Crume-yes; Winebarger-no; Fugate-yes; Jost-no; Tuttle-no; Carter-no; Verini-yes. Motion failed 3/4/0.

Direction of Council to hold an executive session on Monday, March 16, 2015, beginning at 5:00 p.m. with Mr. Gomez to discuss the golf course.

ADJOURN

Norm Crume moved, seconded by Betty Carter, that the meeting be adjourned. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 7/0/0.

APPROVED:

ATTEST:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

CONSENT AGENDA REPORT
March 16, 2015

TO: Mayor and City Council

FROM: Tori Barnett, Interim City Manager

SUBJECT: AGRICULTURAL AIRCRAFT LOADING FACILITY: BAIN AVIATION, INC.

DATE: March 10, 2015

SUMMARY:

Attached is the following document:

- Lease Agreement with Bain Aviation, Inc.

BACKGROUND:

This is a lease on a new, temporary, facility to allow Jim Bain, of Bain Aviation, Inc., to conduct business as an agricultural operator at the Ontario Airport. Mr. Bain has met with both the PDAC Committee and the Airport Committee. The Lease is temporary at this point due to the strong likelihood that all agricultural operators will be moving to an area on the SE corner of the airport property, away from general aviation areas.

The containment system used by Bain Aviation is rated for pesticides, fertilizers and petroleum products and is capable of holding approximately 1500 gallons. The largest container being used is the hopper on the airplane at 630 gallons. EPA regulations stated the containment system has to be a type suitable for the substance to be contained and able to hold 90% of the volume of the largest container in use. It has been requested that a copy of the state certification for these tanks be obtained and placed with the Lease.

All permits, inspections and fees have been or will be completed prior to use.

ALTERNATIVE:

There is no reason to not approve this lease.

FINANCIAL IMPLICATIONS:

Estimated revenue for the Airport will be \$884.10 annually for the space, and \$200 annually for water consumption.

RECOMMENDATION:

Staff recommends the Council approve the proposed Lease Agreement with Bain Aviation, Inc.

March 2, 2015

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

RE: Airport Lease

Dear Tori,

I write to you today at the verbal direction of the airport manager, Pete Morgan.

I met with the PDAC Committee in mid January to discuss building an Agricultural Aircraft loading facility at the Ontario airport. From conversations that I have had with Alan Daniel and Tom Frasier the suggested site was west of the hanger owned by American Fine Foods at the NE corner of taxiways Ercoupe and Hotel. Pete Morgan also suggested the SW corner of the intersection of taxiways Golf and Ercoupe, north of building 260 or the SW corner of the intersection of taxiways Hotel and Ercoupe, west of Beck's Spray Service loading site.

On February 9th 2015 I met with the Airport Advisory Committee to discuss the suggested loading sites. At that time it was brought up that on pervious airport long range plans all agricultural operators and SEAT operations were to move to an area on the SE corner of the airport property away form general aviation areas for the safe keeping of hazardous materials. With this new information I suggested to the committee that I setup a temporary site at the SW corner of the intersection of taxiways Ercoupe and Hotel on the west side of Beck's loading site. At that same meeting, with the representative from JUB Engineers, the committee made plans to develop access to that area in a three to four year timeline and to develop the area of my temporary loading site as planned corporate jet parking in five years. The recommendation of the committee at that time was to proceed with the proposed temporary site with the understanding that I would have to move to another site in four years.

I hope this will shed more light on the transaction as the spray season is rapidly approaching with this unseasonable weather we are having. I have also enclosed a copy of a lease agreement that Alan Daniel sent to me last fall.

Sincerely,

Jim Bain
Bain Aviation, Inc.
606 Cove Rd
Weiser, ID 83672
208-550-2163

**COMMERCIAL LEASE AGREEMENT
HANGAR ADDRESS – [Address]
Taxiway [Taxiway Name]**

THIS AGREEMENT, made and entered into this _____ day of March, 2015, by and between the **CITY OF ONTARIO, OREGON**, as first party, hereinafter referred to as the "CITY" and **Bain Aviation, Inc**, a Corporation, as second party, hereinafter referred to as "LESSEE."

WITNESSETH:

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

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

NOW THEREFORE, in consideration of the mutual promises on the part of both of the parties, the City does hereby lease the non-exclusive right to the property described in Exhibit "A" attached hereto and incorporated herein by reference, together with the joint use in common with all the facilities upon said airport, subject to all rules and regulations pertaining to the airport which are now in effect or may hereafter be adopted, for a period of twenty (4) years, commencing on **March 12, 2015**, subject to the following terms and stipulations:

- 1) LESSEE shall make available the following facilities and services to the general Public: **Common areas of the airport, Access to irrigation water from city owned well/pump at the rate of \$1.00 per 1000 gal, estimated use 200,000 gallons annually.**
- 2) LESSEE shall have the right, on a non-exclusive basis:
 - a) to install, operate, maintain, repair and store, subject to the approval of the City, in the interest of safety and convenience to all concerned, all equipment necessary to conduct of LESSEE business, to-wit: **Aerial Application**
 - b) to provide storage space for aircraft.
 - c) to use common area of the airport, including runways, taxi-ways, aprons, roadways, floodlights, land lights, signals and other conveniences for the take-off, flying and landing of the aircraft.
- 3) Said property shall not be used for any other purpose than that authorized herein without the written consent of the City, and LESSEE shall not carry on or conduct any business upon said premises that will be injurious to persons or property upon said airport. LESSEE shall keep and store all inflammable materials and liquid in accordance with the rules and regulations adopted and approved by the National Board of Fire Underwriters.

- 4) There shall be no signs or other advertising located at the airport.
- 5) LESSEE shall lease a minimum of 7,000 square feet from the City for construction, operation, and maintenance of the facilities as herein described.
- 6) City may, but shall not be obligated to, maintain, keep and repair the landing area of the airport and all publicly owned facilities to the airport, together with the right to direct and control all activities of the LESSEE in this regard. All damage caused to the airport, its runways, its landing areas, or other facilities, caused or occasioned by negligence of LESSEE shall be paid for in full by LESSEE and the City shall be fully compensated for such damage. LESSEE shall subordinate to provisions or any existing or future provisions or agreement between the City and the United States relative to the operation or maintenance of the airport. LESSEE shall have the right to terminate the lease in the event an agreement between the City and the United States would permit the United States to take over the airport and make the operations of LESSEE on the airport extremely onerous or impossible. The execution of the agreement has been or may be recorded as a condition precedent to the expenditure of federal funds for the development of the airport. All buildings shall conform to the existing building and safety codes which apply. The leased area and LESSEE facilities thereon shall be kept in an acceptable state of repair and maintenance at all times. All buildings or improvements constructed upon the leased premises by LESSEE may be removed therefrom by LESSEE at any time during the term of this lease and within a reasonable period of time following expiration of the term or termination of the lease.
- 7) Any aircraft, aircraft parts, equipment, supplies, or other materials owned by Tenant shall only be stored in an approved manner on property subject to a current Hangar lease, tie-down fee agreement, static display agreement, or temporary use agreement. Any aircraft, aircraft parts, equipment, supplies and/or other materials belonging to Tenant and stored on airport premises for more than forty-eight (48) hours in violation of the provisions herein shall be subject to removal by the City at Tenant's expense.
- 8) The Tenant shall obtain public liability and property damage insurance in a responsible company with limits of not less than \$500,000 for injury to one (1) person, \$1,000,000 for injury to two (2) or more persons in one occurrence, and \$100,000 for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased premises whether or not related to an occurrence caused or contributed to by Landlord's negligence, shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under the provisions of the indemnification paragraph contained herein, and shall protect Landlord and Tenant against any and all claims of third persons.
- 9) Nothing in this lease is intended or shall act to waive the liability limits as established in the Oregon Tort Claims Act, ORS 30.260 et seq.

- 10) LESSEE shall operate its leased premises for the use and benefit of the public and make available public facilities and services offered by it to the public without unjust discrimination and refrain from imposing or levying excessive or discriminatory or other unreasonable charges or fees for the use of the airport or its facilities. It is understood and agreed that nothing contained in these standards shall be construed to grant or authorize the granting of the exclusive rights within the meaning of Section 303 of the Civil Aeronautics Act.
- 11) LESSEE agrees not to refuse its service or products to any person because of such person's race, color or natural origin.
- 12) The City agrees to require, to the extent that it can legally do so, that any other individual or firm desiring to use the Ontario Municipal Airport for the commercial purposes which are in competition with the LESSEE activities thereon shall be required to furnish and provide all facilities, buildings, services and investment acceptable to the City and commensurate with those furnished by LESSEE with respect to all of LESSEE's commercial operations thereon and not necessarily specified in this agreement.
- 13) LESSEE shall not assign, transfer or sublet in whole or in part to any other person or persons whomsoever the rights and privileges herein contained without the written consent of the City being first obtained.
- 14) LESSEE shall pay to the City as yearly rent the sum of **twelve and sixty-three one hundredths cents (12.63¢)** per square foot of the property described in Exhibit "A" subject to the rights of the City to escalate said rental amount as more specifically provided for hereinafter. The parties hereto covenant and agree that the total area of the property described in Exhibit "A" is **the default minimum of 7000** square feet for the purposes of determining the annual rent herein. The annual rental amount shall be paid on or before the 30th day of June each year, and is payable each year in advance. In the event this Agreement is entered into during the course of a fiscal year, the amount of rent shall be prorated from the date of the Agreement through June 30th of that year. It is mutually understood and agreed between the parties hereto that the rental amount may be adjusted upward or downward annually in the sole discretion of the Common Council of the City of Ontario. Such adjustment may be made in any year and shall be effective for the balance of the lease term or until further adjustment, if any.

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

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

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

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

- (h) A supplemental plan shall be filed each calendar year on or before the anniversary date of the lease. The supplemental plan shall include a complete site inspection of all areas where potential spills of significant materials can impact storm water runoff or ground water. The supplemental plan shall identify any spills or leaks which actually did occur as well as cleanup measures and steps taken to prevent reoccurrence. The Supplemental Plan shall also include a list of any significant substances treated, stored transferred or disposed of on site which have not been previously identified in a SWPCP under this Section.
- 18) As additional consideration, and in addition to all of the above conditions and lease amounts, LESSEE shall pay to the City the sum of \$1,000 as and for consideration for this lease, which sum shall be paid on or before the 30th of June each year payable each year in advance. In the event this Agreement is entered into during the course of a fiscal year, the amount of the consideration shall be prorated from the date of the Agreement through June 30th of that year.
- 19) It is stipulated and agreed that in any event notwithstanding any provisions made in this lease, the parties hereto shall submit to arbitration any questions or disputes, except non-payment of rentals, arising between the parties hereto to the meaning or interpretation of any term or condition or provision herein contained or in respect to any matter of compliance or noncompliance with the terms hereof. Said question or dispute shall be submitted to three arbitrators. LESSEE and the City each shall select one and the two so chosen shall then select a competent and disinterested person to serve as the third arbitrator. Or, in the event that the two arbitrators cannot agree on the selection of a third arbitrator, said third arbitrator shall be selected within 30 days by the Circuit Court Judge of Malheur County, Oregon. The arbitrators, together, shall then consider the question or questions or dispute or disputes submitted to them in writing by the parties hereto. The decision in writing of any two shall determine the particular question or dispute under consideration. All expenses of arbitration shall be borne one-half by the City and one-half by LESSEE.
- 20) The initial term of this lease shall be from the date of execution through June 30th of the current fiscal year. If the lease is not in default, the Lease Agreement may be renewed annually upon mutual agreement of the parties.
- 21) LESSEE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. LESSEE assures that it will require that its covered suborganizations provide assurances to the LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

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

To Landlord: City of Ontario
444 S.W. 4th Street
Ontario, Oregon 97914

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

IN WITNESS WHEREOF, LESSEE has caused these presents to be signed by its owner, this _____ day of March, 2015.

CITY OF ONTARIO

LESSEE

By: _____
Ronald Verini, Mayor

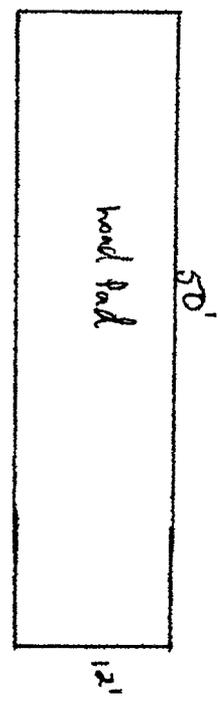
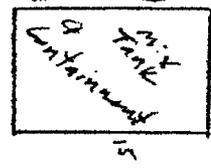
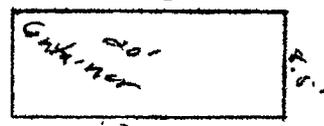
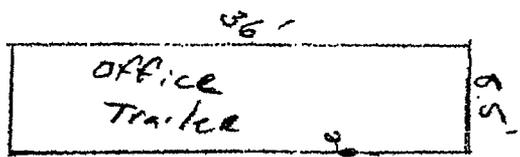
By: _____
James Bain, Bain Aviation, Inc.

ATTEST:

Tori Barnett, MMC, City Recorder

EXHIBIT A

[Legal Description or copy of map]



waterline

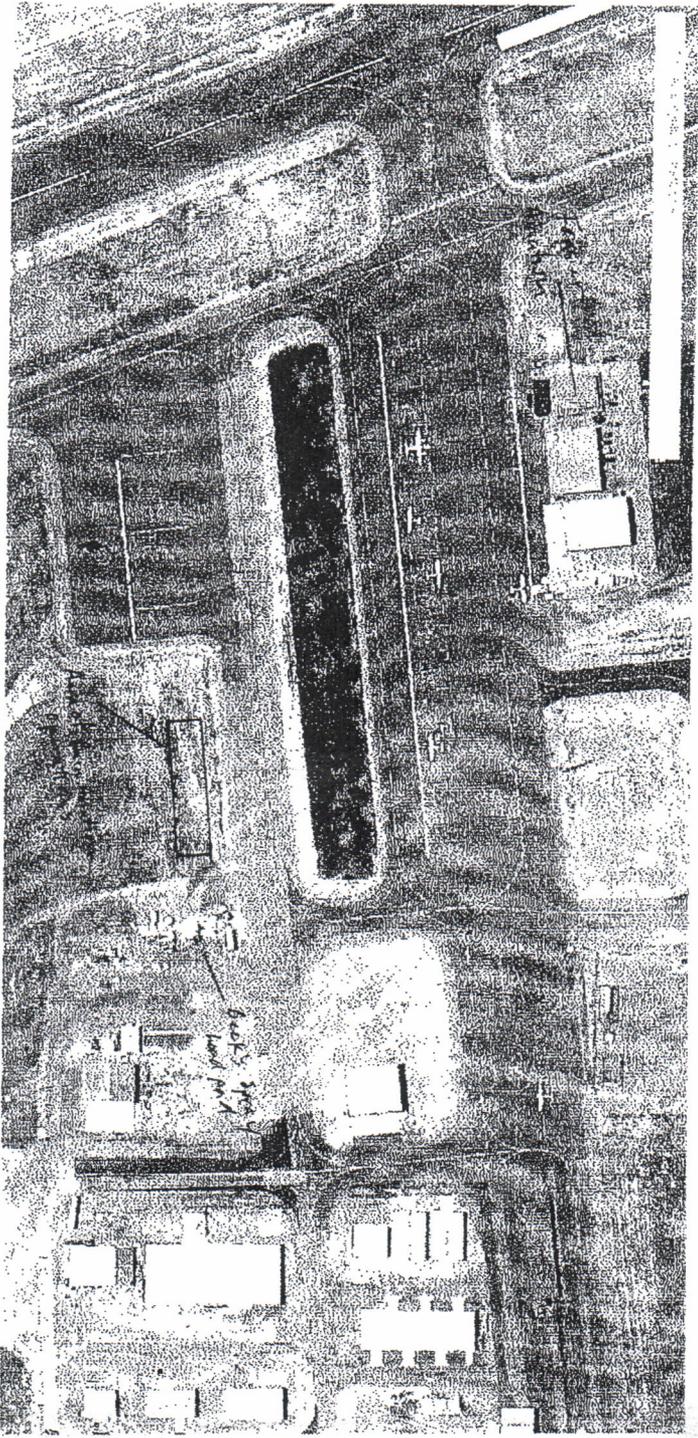
100'-

Existing
waterline

Travelling
to Access
Pad

Travelling

↑ N



Page 1 of 1

<https://www.google.com/maps/@44.022283,-117.0115027,264m/data=!3m1!1e3>

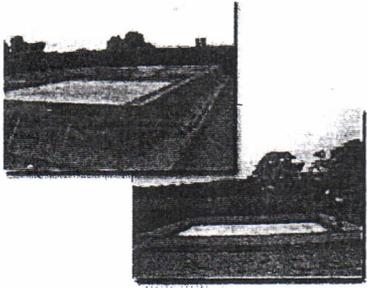
3/5/2015

New from Hunter: The Aerial Plia-Pad™



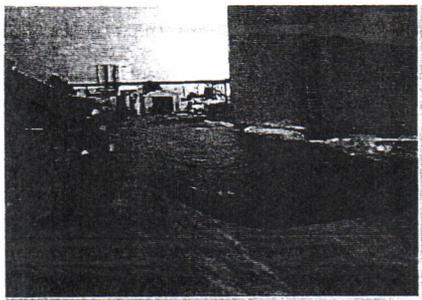
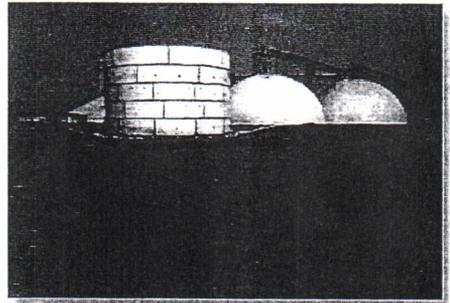
- **Portable.** Unit can be moved from airfield to airfield.
- **Economical.** Costs less than a conventional concrete load pad.
- **Chemical resistant.** Materials are available for use with liquid fertilizer, chemicals and petroleum products.
- **State approved.** State certification stamp is available.

Also from Hunter



Hunter Agri-Sales introduces our NEW steel wall Plia-Dike system. The steel walls are 12 gauge galvanized panels available 12", 24", or 36" high. The steel wall panels can be used with all Hunter liners to complete the Plia-Dike system.

Since 1975, Hunter Agri-Sales has engineered high quality secondary containment systems for fertilizer dealers, distributors, formulators, and suppliers nationwide. As an innovative pioneer in synthetic diking systems, Hunter offers environmentally sound products that stand the test of time, exceed customer expectations, and redefine government standards.



Hunter provides the best geomembranes available with a wide variety of options to meet site specific needs. Our systems are engineered and designed to meet environmental regulations for industry, agriculture and municipalities.



Pila-Dike during construction

Hunter Agri-Sales, Inc.
Box 2, Coatesville, IN 46121-0002

1-800-536-4131

Copyright © Hunter Agri-Sales, Inc.
Last Update: 8-23-09

HUNTER AGRI-SALES, INC.

THE CONTAINMENT DIKING COMPANY

1-800-536-4131



Home

Synthetic Liners

Applications

Products

Technical Info

Contact Us

TECHNICAL INFO - ENGINEERING SPECIFICATION GUIDES

NOTE: Drawings & specification guides available upon request for all products

036 INDUSTRIAL GRADE HYPALON

SUPPORTED WITH 10X10 1000D SCRIM

Property	Test Method	Specification
Tensile Strength	ASTM D-412	1500 psi min.
Elongation@Break	ASTM D-412	300% min.
Water Absorption	ASTM D-471 (7 days @ 70 F)	2% (wt) max.
Cold Bend (36 mil speciman, reinforced)	ASTM D-2136 (1/8" mandrel)	-45 F, no cracks
Brittleness Temp. (30 mil speciman, unreinforced)	ASTM D-746 Procedure B	-45 F, no cracks
Ozone Resistance	ASTM D-1149 (3 ppm @ 30% strain @ 104 F - 72 hours)	No effect
Heat Aging Tensile Strength Elongation@Break	ASTM D-412 (14 days @ 212 F)	1500 psi min. 150% min.

036 STEVENS POLYPROPYLENE

SUPPORTED WITH 10X10 1000D SCRIM

Property	Test Method	Typical Value
Gauge, Nominal (mils)		36
Plies, Reinforcing		1
Thickness, Minimum (mils) Overall Over Scrim	ASTM D-751 Optical Method	34 11
Breaking Strength - Fabric (lbf)	ASTM D-751, Method A	250
Low Temperature Flexibility (F)	ASTM D-2136, 1/8" Mandrel, 4 hrs. - Pass	-40
Puncture Resistance (lbs)	FTMS 101C, Method 2031	210
Tear Strength, Minimum (lbf)	ASTM D-751, Method B NSF Modified	55
Dimensional Stability (percent change, maximum)	ASTM D-1204 180 F/1 hour	1.0
Hydrostatic Resistance, Minimum (psi)	ASTM D-751, Method A Procedure 1	350
Ply Adhesion, Minimum (lbs/in)	ASTM D-413, Machine method, modified	film tear or 20
Water Absorption (maximum, % weight change)	ASTM D-471 30 days @ 122 F	<1%

UV Resistance	ASTM G26 Xenon Arc Method 80 C	Pass 4000 hrs.
Stress Cracking Resistance (minimum hours with no failure)	ASTM D-1693 3000 hrs.	not affected by ESCR

8130 XR-5*All Values As Produced*

Property	Test Method	Specified Values
Thickness	ASTM D-751	30 mils minimum (8130) - 0.75mm minimum (8130) 40 mils nominal (8138) - 1.0mm nominal (8138)
Weight	ASTM D-751	30.0 ± 2 oz /sq. yd. (8130) - 1020 ± 70 g/m= (8130) 38.0 ± 2 oz /sq. yd. (8138) - 1290 ± 70 g/m= (8138)
Tear Strength	ASTM D-1117 Trap Tear	35 lbs. /35 lbs. (min.) - 150 N/150 N (min.)
Breaking Yield Strength	ASTM D-751 Grab Tensile	550 lbs./550 lbs. (min.) - 2450 N/2450 N (min.)
Low Temperature	ASTM D-2136 4 hrs. - 1/8" mandrel	-30°F (-35°C) No cracking
Dimensional Stability (each direction)	ASTM D-1204 212°F. - 1 hr.	1% max.
Hydrostatic Resistance	ASTM D-751 Method A	800 psi (min.) - 540 N/cm ² (min.)
Blocking Resistance 180°F.	ASTM D-751	#2 Rating max.
Adhesion - Ply lbs./in. of width	ASTM D-413 2" per min.	15 lbs/in. (min.) - 25 N/cm (min.) or film tearing bond
Adhesion - heat sealed seam lbs./in. Of width	ASTM D-751	351bs./2" dielectric weld (min.) - 150 N/5 cm (min.)
Dead Load Seam shear strength	(Mil-T-52983 E Modified Para. 4.5.2.19 2" overlap seam, 4 hours)	Must withstand 210 lbs./in. @ 70°F - 900 N/in. @ 21°C 105 lbs./in. @ 160°F - 450 N/in. @ 70°C
Bonded Seam Strength	ASTM D-751, seam strength as modified by NSF 54	550 lbs. (min.) - 2450 N (min.)
Abrasion Resistance Method 5306 (Taber Method)	Fed. Std. 191a H-18 Wheel 1000 gm. load	2000 cycles (min.) before fabric exposure 50 mg./100 cycles max. wt. loss
Weathering Resistance	Carbon-Arc Atlas Weather-o-meter	8,000 hrs. (min.) No appreciable changes or stiffening or cracking of coating
Water Absorption	ASTM 1D-471, Section 12 7 Days	0.025 kg./m ² = max. @70°F 0.14 kg/m ² = max. @ 212°F
Wicking	Shelter-Rite procedure	1/8" (max.) - 0.3cm (max.)
Puncture Resistance	ASTM D-4833	250 lbs. (min.) - 1100 N (min.)
Bursting Strength	ASTM D-751 Ball Tip	650 lbs. (min.) - 2900 N (min.) 800 lbs. (typ.) - 3500 N (typ.)
Coefficient of Thermal Expansion/Contraction	ASTM D-696	8 X 10 ⁻⁶ in/in °F(max.) - 1.8 X 10 ⁻⁵ cm/cm °C (max.)

Property	Specification	Test Value	ASTM Test Method
Thickness, mils, Nominal, +/-5%	30.0	30.3	D-1593
Specific Gravity, Nominal, min.	1.23	1.28	D-792
Tensile Strength, psi, Nominal, min. (breaking factor lbs/in width, Nominal, min)	2300 (69.0)	2677 (81.1)	D-882
Elongation at Break, %, Nominal, min.	350	490	D-882
Modulus @ 100% Elongation, psi, Nominal, min. F (force @ 100% elongation, lbs/in width, Nominal, min)	1000 (30.0)	1149 (34.8)	D-882
Tear Resistance, lbs/in Nominal, min. (tear force @ gauge lbs, Nominal, min)	300 (9.0)	310 (9.4)	D-1004
Low Temperature, Deg. F Pass	-20	Pass	D-1790
Dimensional Stability, % Change, max.	3.5	1.1	D-1204
Water Extraction, % loss, max.	0.35	0.24	D-3083
Volatility, % loss, max.	0.70	0.34	D-1203

Hunter Agri-Sales, Inc.
PO Box 2, Coatesville, IN 46121-0002

1-800-536-4131

Copyright © Hunter Agri-Sales, Inc.
Last Update: 8-23-09

HUNTER AGRI-SALES, INC.
 THE CONTAINMENT DIKING COMPANY
 1-800-536-4131



Home	Synthetic Liners
Applications	Products
Technical Info	Contact Us



Aerial Plia-Pad™ in use while loading liquid for a crop sprayer

Aerial Plia-Pad™

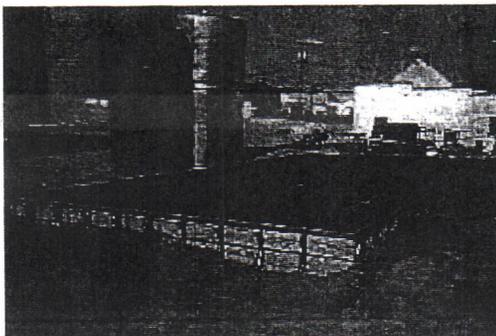
For Instant Containment on the Airfield

Wherever you fly you can curb runoff and spills. Just lay out the flexible **Plia-Pad™** with new Ballot Bars, drive over it and load your product.

The Pad is available in 3 UV resistant flexible membranes; one suitable for **acids and fertilizer**, one suitable for **weak solvents and petroleum products** and another suitable for most **chemicals and stronger solvents**.

The new Aerial Plia-Pad unit is approved by control offices in most states.

Watch the [Aerial Plia-Pad video](#) on our Home Page.



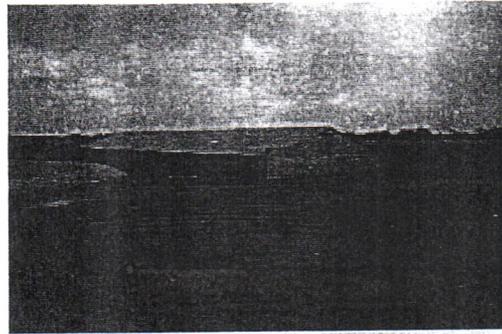
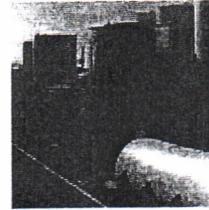
Plia-Dike under construction

Plia-Dike

The Superior Alternative to Concrete

An attractive and economical alternative to concrete, the popular Plia-Dike is constructed with tough, pre-form poly wall panels that will not rust, crack or corrode. Plia-Dike's polyethylene and synthetic rubber construction is unaffected by freeze and thaw cycles and provides resistance to many chemicals. Plia-Dike components also include an optional rain and spill capture elimination sump and dry sump spillage alert system.

Plia-Dike's versatility is matched by its ease of installation. Simply measure and excavate the area required; spread fill sand; bolt Plia-Dike's corners together according to instructions; attach panels, braces and panel tops; and install the Hunter industrial liner as you would for an earthen or concrete dike. Most Plia-Dike units can be installed using your own crew and can easily be enlarged to fit any size system.

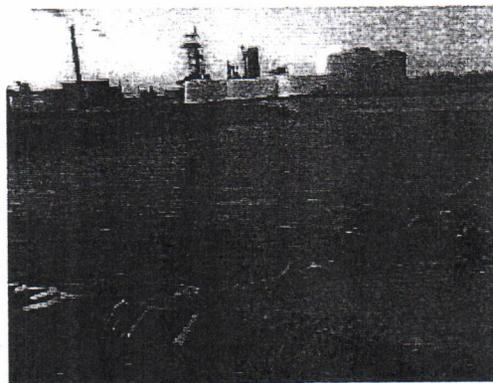


Plia-Tank

Maintenance-Free Covered Liquid Storage

For maintenance-free covered liquid storage, choose the pre-diked Plia-Tank. Designed to eliminate rainwater handling problems, the tank is constructed with ten-inch concrete walls with a 36 mil Hypalon liner. Standard sizes are available up to 600,000 gallons.

Plia-Tank also features the Hunter Monitoring System, a perforated pipe and secondary liner that allows for dry sump collection of material. A new do-it-yourself installation manual is now available to help you save on labor costs. Most Plia-Tanks can be installed in one week using your own crew.



Plia-Liners

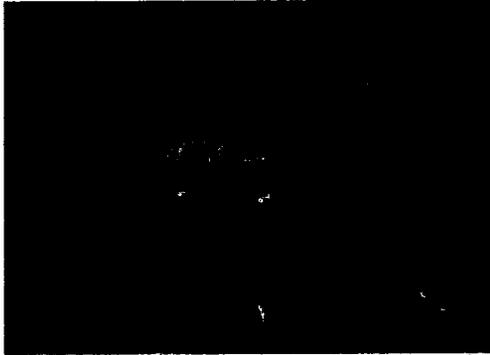
A Fitting Solution for New or Existing Dikes

If you have or are planning to build an earthen or concrete dike, Hunter can custom-fit your system with an XR-5 or Polypropylene liner. Since Hunter liners have up to a 20-year plus weather warranty, this makes your dike virtually maintenance free.

temperature changes and are resistant to tearing and geological instabilities.

Hunter engineers quality systems from 80 square feet to eight acres and more. Liners can be seamed in one piece at the factory or on the jobsite with Hunter's state-of-the-art field seamer (as shown in the photo the right).

Hunter carries a complete line of geotextiles, geogrids and geocomposites.



Plia-Pad

Instant Containment Anytime, Anywhere

Plia-Pad N.I. is a loading and unloading pad engineered to recover leakage of liquid fertilizers, fuels, or acids from tanks or trucks. Plia-Pad N.I. is constructed of a 45 mil reinforced geomembrane. This tough, oil resistant vinyl is highly resistant to a broad range of chemicals and is not harmed by temperature changes or UV rays.

Installation is simple, Plia-Pad N.I. may be transported to many on-site locations or permanently anchored in one stationary position by sliding 4" plastic pipe or foam wedge insert into each sleeve.

The Plia-Pad N.I. is available in standard sizes and can be customized to fit your specific containment needs.



Hunter Agri-Sales, Inc.
 P.O. Box 2, Coatesville, IN 46121-0002

1-800-536-4131

Copyright © Hunter Agri-Sales, Inc.
 Last Update: 8-23-09

OLD BUSINESS - AGENDA REPORT

March 16, 2015

TO: Mayor and City Council

FROM: Larry Sullivan, City Attorney

THROUGH: Tori Barnett, Interim City Manager

SUBJECT: ORDINANCE NO. 2699-2015, AN ORDINANCE AMENDING CITY MUNICIPAL CODE SECTION 3-20-2 BY EXTENDING THE MORATORIUM ON MEDICAL MARIJUANA FACILITIES UNTIL AUGUST 1, 2015 – SECOND AND FINAL READING

DATE: March 9, 2015

SUMMARY:

Attached is the following document:

- Ordinance No. 2699-2015

BACKGROUND:

In 2014, the Oregon legislature passed Senate Bill 1531, authorizing local governments to place a one-year moratorium on the licensing of medical marijuana dispensaries within their jurisdictions. The one year moratorium expires on May 1, 2015.

There are bills pending in the 2015 Oregon legislative session dealing with the state and local regulation of marijuana which, if passed, could affect the regulation of medical marijuana dispensaries by Oregon cities. At the work session on February 12, 2015, the consensus of the Council was to extend the moratorium through August 31, 2015. Ordinance No. 2699-2015 accomplishes that. Stephanie Williams, the attorney for Malheur County, informed the City Attorney that the County would honor that moratorium in the Ontario Urban Growth Area outside the City Limits.

PREVIOUS COUNCIL ACTION:

03-02-2015 Council approved the First Reading of Ordinance No. 2699-2015, amending the termination date to August 1, 2015.

RECOMMENDATION:

Staff recommends the Council approve the Final Reading of Ordinance No. 2699-2015.

PROPOSED MOTION:

I move the City Council approve Ordinance No. 2699-2015, AN ORDINANCE AMENDING CITY CODE SECTION 3-20-2 BY EXTENDING THE MORATORIUM ON MEDICAL MARIJUANA FACILITIES UNTIL AUGUST 1, 2015, on Second and Final Reading by Title Only.

ORDINANCE NO. 2699-2015

**AN ORDINANCE AMENDING CITY CODE SECTION 3-20-2
BY EXTENDING THE MORATORIUM ON
MEDICAL MARIJUANA FACILITIES UNTIL AUGUST 1, 2015**

- WHEREAS,** Ordinance 2689-2014, passed by the City Council on April 7, 2014, with an emergency clause, placed a moratorium on the establishment of medical marijuana facilities for all areas within the jurisdiction of the City as authorized by Senate Bill 1531, approved by the Oregon legislature in 2014; and
- WHEREAS,** Section 3-20-2 of that ordinance provided that the moratorium would expire on May 1, 2015, in compliance with Section 3 of SB 1531; and
- WHEREAS,** There are bills pending in the 2015 Oregon legislative session dealing with the State and local regulation of marijuana which, if passed, could affect the regulation of medical marijuana facilities by Oregon cities; and
- WHEREAS,** The City of Ontario has the authority through its charter as a home rule jurisdiction to extend the moratorium indefinitely, which authority is not preempted by state law; and
- WHEREAS,** 21 USC § 801, et seq, the federal Controlled Substances Act, prohibits the manufacture, distribution, and possession of marijuana, and imposes criminal penalties for violating the Act; and
- WHEREAS,** Federal law prohibiting the distribution of marijuana preempts and voids Section 3 of SB 1531 requiring Oregon home rule cities to accommodate medical marijuana facilities on and after May 1, 2015; and
- WHEREAS,** It is in the best interests of the City to extend the moratorium on medical marijuana facilities through August 1, 2015, after the conclusion of the 2015 legislative session.

NOW THEREFORE, The Common Council For The City Of Ontario Ordains As Follows:

Section 1. Section 3-20-2 of Chapter 20 of Title 3 of the Ontario City Code is hereby amended by deleting that portion that is stricken and adding that portion that is underlined:

3-20-2 - Duration of moratorium.

The moratorium imposed by this ordinance shall be effective until ~~May 1, 2015~~ August 1, 2015, unless rescinded sooner.

Section 2. This ordinance shall become effective on May 1, 2015.

PASSED AND ADOPTED by the Common Council of the City of Ontario this 16th day of March, 2015, by the following vote:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor this 16th day of March, 2015.

Ronald Verini, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

AGENDA REPORT
March 16, 2015

TO: Mayor and City Council

FROM: Debbie Jeffries, Recreation Manager

THROUGH: Tori Barnett, Interim City Manager

SUBJECT: RESOLUTION #2015-106: TRANSFER FUNDS TO PURCHASE GIRLS RECREATIONAL SOFTBALL EQUIPMENT

DATE: March 9, 2015

SUMMARY:

Attached is the following document:

- Resolution #2015-106

The Ontario Recreation Department would like to purchase girls softball equipment to replace outdated, broken, and worn out equipment. It has been several years since this equipment was updated. Specific equipment includes catcher protective gear, bats, and softballs.

BACKGROUND:

The Recreation Department currently has very old girls softball equipment that gets repaired and pieced together every year to make it work. Softball rules require that catchers wear protective gear, which includes a chest protector, leg guards, and a helmet/face mask.

The bats are severely outdated, and there is the need to continually update softballs, both to meet current standards and to keep stock on hand.

FINANCIAL IMPLICATIONS:

The Recreation Department received funds in the 2014-2015 budget from the Transient Occupancy Tax that were specifically designated for equipment and supplies needed to update the city's recreational programs. No additional requirements to utilize the revenues were budgeted by the recreation department at the time the budget was approved.

The equipment the recreation department would like to purchase is as follows:

- 10 dozen softballs-\$459.90
- 35 sets of catchers gear-\$3,950.65
- 40 softball bats-\$1,500

Resolution #2015-106 will reduce 001-004-871000 (General Fund Contingency) by \$6,000 and increase 001-025-613500 (Supplies) by \$6,000.

RECOMMENDATION:

Staff recommends the City Council approve Resolution #2015-106.

PROPOSED MOTION:

I move that the City Council approve Resolution #2015-106, **A RESOLUTION AUTHORIZING THE PURCHASE OF GIRLS SOFTBALL EQUIPMENT IN THE GENERAL FUND RECREATION DEPARTMENT**, utilizing funds allocated from the TOT for such expenditures in the department's 2014-2015 budget.

RESOLUTION #2015-106

**A RESOLUTION AUTHORIZING THE PURCHASE OF GIRLS SOFTBALL EQUIPMENT IN THE
GENERAL FUND RECREATION DEPARTMENT**

WHEREAS, the council approved \$30,000 transient occupancy tax revenues to be allocated to the recreation department in the 2014-2015 budget; and

WHEREAS, the recreation department has not previously budgeted to spend any of this additional funding allocated to the recreation department; and

WHEREAS, the girls softball program has very outdated equipment and the recreation department would like to purchase new softball equipment.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the following adjustments to the fiscal year 2014-2015 budget:

Line Item	Item Description	FY 2014-2015 Budget	Amount of Change	Adjusted Budget
GENERAL FUND				
001-004-871000	Operating Contingency	\$997,076	(\$6,000)	\$991,076
001-025-613500	General Sup & Maintenance	\$3,355	\$6,000	\$9,355

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 16th day of March, 2015, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 16th day of March, 2015.

ATTEST:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

AGENDA REPORT

March 16, 2015

TO: Mayor and City Council

FROM: Mark Alexander, Police Chief

THROUGH: Tori Barnett, Interim City Manager

SUBJECT: RESOLUTION NO. 2015-110: A RESOLUTION ACKNOWLEDGING RECEIPT OF ODOT TRAFFIC SAFETY FUNDS AND APPROPRIATING EXPENDITURES FOR CHILD PROTECTION SEATING, TECHNICIAN TRAINING AND TRAINING SUPPLIES WITHIN THE GRANT FUND

DATE: February 27, 2015

SUMMARY:

Attached is the following document:

- Resolution 2015-110

PREVIOUS COUNCIL ACTION:

Council has approved similar resolutions for the same grant for several years.

BACKGROUND:

On average, 90% of child safety seats in motor vehicles in Oregon are either improper for the age of the child, installed incorrectly or even under recall. Proper safety seat fitment reduces injuries and saves lives in the event of a motor vehicle crash.

The Oregon Department of Transportation provides grant funding for the purchase of child safety seats and technician training to help with this problem. The Ontario Police Department has been a recipient of that grant funding for several years. ODOT grants are designed to start in October and are operational until September of the next year. Awards are commonly given several months after the start period though.

Once a month, a fitting station is conducted under the direction of the police department in order to assure motorists have the correct child safety seat and they are being used correctly. Grant funded child safety seats are used during those fitting stations.

The police department received a \$2500 grant during ODOT's 2013-14 grant period. I was the intent of the police department to expend all the funds and receive reimbursement during the City's FY 2013-14.

The police department has now been awarded a \$2,500 grant for ODOT's 2014-15 grant period. It was discovered that \$234.00 from the 2013-14 grant project was billed after July 1, 2014 and therefore applied during the City's FY 2014-15.

Resolution 2015-110 does two things. First, it recognizes expenditures and reimbursed revenue from the 2013-14 ODOT grant that have been applied to the City's FY 2014-15. It also recognizes expenses and revenue from ODOT's 2014-15 grant this is expected to be spent and reimbursed during the City's FY 2014-15.

ALTERNATIVE:

The Council could decline the grant award for 2014-15, but for housekeeping purposes would need to recognize the expenditures and revenue reimbursements from the ODOT 2013-14 grant.

FINANCIAL IMPLICATIONS:

It is proposed that the grant revenues and expenditures for supplies be budgeted as an increase within the City's Grant Fund.

RECOMMENDATION:

Staff recommends the Council adopt Resolution 2015-110.

PROPOSED MOTION:

I move that the Council adopt Resolution 2015-110, A RESOLUTION ACKNOWLEDGING RECEIPT OF ODOT TRAFFIC SAFETY FUNDS AND APPROPRIATING EXPENDITURES FOR CHILD PROTECTION SEATING, TECHNICIAN TRAINING AND TRAINING SUPPLIES WITHIN THE GRANT FUND.

RESOLUTION NO. 2015-110

A RESOLUTION ACKNOWLEDGING RECEIPT OF ODOT TRAFFIC SAFETY FUNDS AND APPROPRIATING EXPENDITURES FOR CHILD PROTECTION SEATING, TECHNICIAN TRAINING AND TRAINING SUPPLIES WITHIN THE GRANT FUND

WHEREAS, the 2014-2015 Biennial Budget was adopted without the recognition of funding for a traffic safety project; and

WHEREAS, the City was awarded an Oregon Department of Transportation grant thru its Police Department to purchase child safety seats and fund technician training and training supplies; and

WHEREAS, the City desires to modify the 2014-2015 Budget, acknowledging grant revenue of \$1,059 and appropriating expenditures within the Grant Fund to complete the project.

NOW THEREFORE, BE IT RESOLVED by the Ontario City Council to approve the following adjustments to the 2014-2015 Biennial Budget:

Line Item	Item Description	FY 13-14 Budget	Amount of Change	Adjusted Budget
GRANT FUND				
Revenue				
010-000-456182	Police SAFE Kids Project	\$1,209	\$1,059	\$2,268
Expenses				
010-038-714182	Police SAFE Kids Project	\$1,209	\$1,059	\$2,268

Effective Date: Upon adoption

Passed and adopted by the Ontario City Council this _____ day of _____ 2015.

Ayes:

Nays:

Absent:

Approved by the Mayor this _____ day of _____ 2015.

Ronald Verini, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

AGENDA REPORT
March 16, 2015

TO: Mayor and City Council

FROM: Cliff Leeper, Ontario Public Works Director

THROUGH: Tori Barnett, City Manager Pro-Tem
Betsy Roberts, Ontario City Engineer
Dan Shepard, Engineering Technician III

SUBJECT: **RESOLUTION #2015-111: A RESOLUTION ADOPTING THE PUBLIC WORKS DIRECTOR'S REPORT CREATING A REIMBURSEMENT DISTRICT IN FAVOR OF JEFF PETRY FOR INSTALLATION OF SANITARY SEWER AND STORM SEWER IMPROVEMENTS ON SE 5TH AVENUE AND SETTING A PUBLIC HEARING DATE**

DATE: March 9, 2015

SUMMARY:

Attached are the following documents:

- Resolution #2015-111
- Reimbursement Agreement Sanitary Sewer and Storm Sewer Extension
- Exhibit "A" – Legal Description of Development Property
- Exhibit "B" – Map of participating properties
- Exhibit "C" – Legal Descriptions of Intervening Properties
- Attachment "1" – Resolution No. 2015-111
- Attachment "2" – Director's Report

Jeff Petry owns Anchor Mini Storage, a storage rental business located on the south side of SE 5th Avenue. He developed Anchor Mini Storage in 2011 and installed public utilities which service both his property and four adjacent properties. Mr. Petry would like to be reimbursed for the portion of the utilities used by his neighbors, and to do so, a Reimbursement District must be formed.

Adjacent Properties:

18s47e 10D001 TL 1305	H2MK, LLC
18s47e 10D001 TL 1310	H2MK, LLC
18s47e 10D001 TL 1302	H2MK, LLC
18s47e 10AC TL 100	3DY, LLC

Establishing a resolution accepting the Director's Report regarding the proposed Reimbursement District, and setting a Public Hearing date, are the next steps in the creation of a Reimbursement District in favor of Jeff Petry for installation of sanitary sewer and storm sewer improvements on SE 5th Avenue. The attached Director's Report identifies the location, costs of construction, costs of individual assessments, and various other items required to create a reimbursement district.

BACKGROUND:

In 2011, Jeff Petry, developer and Anchor Mini Storage owner, approached the City of Ontario regarding building a storage rental business located on the south side of SE 5th Avenue. As there was no sanitary sewer or storm sewer along this portion of SE 5th Avenue, he was required to bring the utilities to the edge of his property and form a Reimbursement District to seek reimbursement from the benefitting properties.

ALTERNATIVE:

The City Council could choose to deny formation of a Reimbursement District, putting the entire cost of improvement on the developer, Mr. Petry.

FINANCIAL IMPLICATIONS:

Mr. Petry's cost of improvements totaled \$75,779.00. According to Ontario Municipal Code, there is no reimbursement for design engineering, financing costs, permits or fees, land or easements dedicated by the developer. The cost proposed to Reimburse is \$44,712.01, which is the balance of \$75,779.00 minus the improvements along Petry's property and a portion of the total construction engineering costs.

RECOMMENDATION:

Staff recommends adopting the Public Works Director's Report for a Reimbursement District in favor of developer Jeff Petry for installation of sewer and storm sewer improvements on SE 5th Avenue and setting a Public Hearing Date.

PROPOSED MOTION:

I move that the City Council adopt **Resolution 2015-111, A RESOLUTION ADOPTING THE PUBLIC WORKS DIRECTOR'S REPORT CREATING A REIMBURSEMENT DISTRICT IN FAVOR OF JEFF PETRY FOR INSTALLATION OF SANITARY SEWER AND STORM SEWER IMPROVEMENTS ON SE 5TH AVENUE AND SETTING A PUBLIC HEARING DATE.**

RESOLUTION 2015-111

A RESOLUTION ESTABLISHING A REIMBURSEMENT DISTRICT IN FAVOR OF JEFF PETRY FOR INSTALLATION OF SANITARY SEWER AND STORM SEWER IMPROVEMENTS AND ALLOCATING THE COSTS ON A LINEAR FOOT FRONTAGE BASIS

- WHEREAS,** Jeff Petry (Developer) has extended the sanitary sewer main and storm sewer main line along SE 5th Avenue from SE 10th Street to the western edge of his property at Anchor Mini Storage 18s 47e 10AC TL 200; and
- WHEREAS,** Said sanitary sewer and storm sewer extension is available to serve adjoining property owners who did not participate in the cost of construction of the extensions; and
- WHEREAS,** Developer has applied for an Reimbursement District to be formed in order that Developer may recoup some of the expense of the main line extensions and payment of said reimbursement fees, as designated for each property within the Reimbursement District, is a precondition of receiving any City permits applicable to development of that parcel ; and
- WHEREAS,** After consideration of the benefit to the proposed properties to be included within the Reimbursement District, the Council has determined that the most appropriate method for cost recoupment is based on linear front footage along SE 5th Avenue.

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

- 1) A Reimbursement District (RD) is hereby created under the terms of Ontario Municipal Code Title 8, Chapter 15 and the contract incorporated herein as "Attachment 1."
- 2) Attached Exhibits are as follows:
 - a) Said Reimbursement District consists of property owned by the developer, legally described in "Exhibit A" and hereinafter referred to as "Development Properties";
 - b) Said public improvements are pictured in "Exhibit B" and consist of sanitary sewer and storm sewer mainline in SE 5th Avenue extending from the intersection of SE 5th Avenue and SE 10th Street to the westernmost edge of Developer's property;
 - c) Property benefitted by public improvements constructed by the developer, legally described in "Exhibit C" and hereinafter referred to as "Adjoining Properties"; and

- d) The Director's Report, "Exhibit D", sets forth a summary of the proposed reimbursement district, in addition to the following:
- i) a written description of the location, type, size and cost of each public improvement which is to be eligible for reimbursement;
 - ii) a map showing the boundaries of the proposed district, tax account number of each property, its size and boundaries, properties to be included in the proposed reimbursement district, zone for the properties, the linear front footage and square footage of said properties, the property owned by the developer and the names and mailing addresses of owners of other properties to be included in the proposed reimbursement district;
 - iii) and the actual cost of the public improvement.
- 3) The costs shall be allocated on the basis of front footage for intervening properties along the sanitary sewer and storm sewer extension and connecting to the sanitary sewer and storm sewer extension described above.
- 4) Within thirty (30) days of receipt of each assessment amount, the City will reimburse to the Developer an amount equal to the assessment received, plus simple interest received at a rate of 5.5%, figured from _____, 2015, to the date of collection of said assessment. The interest rate shall be fixed and not computed against the Reimbursement Fee as a simple interest and shall not compound. However, the amount reimbursed to Developer shall not include the seven percent (7%) administrative charge collected.
- 5) The Mayor and City Recorder are authorized to enter into the Reimbursement District Agreement attached hereto.

EFFECTIVE DATE: Immediately upon passage.

Passed and adopted by the Ontario City Council this ____ day of _____, 2015.

Ayes:

Nays:

Absent:

Approved by the Council President acting as Mayor this ____ day of _____, 2015.

ATTESTED:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

**REIMBURSEMENT DISTRICT AGREEMENT
SANITARY SEWER AND STORM SEWER EXTENSION**
(also "Attachment 1" of Resolution No. 2015-111)

BETWEEN: **THE CITY OF ONTARIO, OREGON**, an Oregon municipal corporation, hereinafter "City"

AND: **JEFF PETRY**, hereinafter "Developer"

DATE: _____ Day of _____, 2015

PREMISES:

1. Developer, at its own expense in connection with the development of Developer's property, legally described in "Exhibit A" attached hereto and herein incorporated by reference, has constructed a sanitary sewer mainline extension and a storm sewer mainline extension in SE 5th Avenue from the intersection of SE 10th Street to the western edge of Developer's property as described in "Exhibit A". Said mainline extensions, pictured in "Exhibit B" which is attached hereto and herein incorporated by reference, benefit surrounding property owners, legally described in "Exhibit C" who did not participate in the cost of the extensions.

2. Upon completion of the sanitary sewer and storm sewer mainline extensions, Developer dedicated said facility to the City of Ontario for public use, but has applied for an reimbursement district for the purpose of reimbursement of a proportionate amount of the cost of construction from other customers who may later connect to and utilize said sanitary sewer and storm sewer main lines.

3. City Council has passed Ordinance No. 2572-2005, forming an reimbursement district and is willing to administer an reimbursement district agreement wherein property owners who at a later date connect to the above described sanitary sewer and storm mainlines Developer constructed will pay a proportionate share of the construction costs for said sanitary and storm sewer mainlines.

AGREEMENT: It is Mutually Understood and Agreed Between the Parties as Follows:

1. The aforementioned premises are deemed true and are herein incorporated by reference.

2. **Definitions.**

A. "City" means the city of Ontario, Oregon.

B. "Developer" means the City or a person who is required or chooses to

finance some or all of the cost of a street, water or sanitary sewer or storm sewer improvement which is available to provide service to property, other than property owned by the person, and who applies to the City for reimbursement for the expense of the improvement.

- C. "Development Permit" means any land use, limited land use, partition, subdivision, grading, excavation, conditional use, temporary use or right-of-way access permit.
- D. "Person" means a natural person, the person's heirs, executors administrators or assigns; a firm, partnership, corporation, association, legal entity, or the City, its or their successors or assigns; and any agent, employee or representative thereof.
- E. "Public Improvement" means any construction, reconstruction or upgrading of water, storm sewer, sanitary sewer or street improvements.
- F. "Public Works Director" means the Public Works Director of the City of Ontario.
- G. "Reimbursement Agreement" means the agreement between the Developer and the City which is authorized by the City Council and executed by the City Manager, providing for the installation of and payment for Public Improvements within the Reimbursement District.
- H. "Reimbursement District" means the area which is determined by the City Council to derive a benefit from the construction of Public Improvements, finance in whole or in part by the Developer.
- I. "Reimbursement Fee" means the fee required to be paid by a resolution of the City Council and, if the Developer is not the City, the Reimbursement Agreement. The City Council resolution and Reimbursement Agreement shall determine the boundaries of the Reimbursement District and shall determine the methodology for imposing a fee which considers the cost of reimbursing the Developer for financing the construction of the Public Improvement within the Reimbursement District.

3. The parties hereto agree that the total cost of construction of the above-described sanitary sewer and storm mainline extension in SE 5th Avenue is **forty-four thousand, seven hundred twelve dollars and one cent (\$44,712.01)**. Developer is entitled to receive reimbursement of the proportion of the cost borne by Developer which benefits other property owners.

4. At the time a parcel listed in Exhibit "C", attached hereto and by this reference

incorporated herein as the Reimbursement District, connects to the sanitary sewer and storm sewer mainline extension installed by Developer, for a period of twenty five (25) years from the date hereof, City will collect from the party making such connection an assessment to reimburse the Developer. The assessment shall be calculated as follows:

Twenty-five and fifty-six cents (\$25.56) multiplied by the length, in feet, of the frontage of the parcel(s) in question as measured along SE 5th Avenue adjacent to the sanitary sewer mainline, twenty-one and ten cents (\$21.10) multiplied by the length, in feet, of the frontage of the parcel(s) in question as measured along SE 5th Avenue adjacent to the storm sewer mainline, plus accrued simple interest at a rate of five point five percent (5.5%) per annum, starting _____, 2015. Additionally, an administrative charge in the amount of seven percent (7%), to be charged only upon the base assessment, not on accrued interest, is to be charged for the City's handling of the reimbursement district. The reimbursement district fee shall be in addition to any other connection charges in effect at the time the connection is made.

5. For a period of twenty five (25) years from City's acceptance of the Public Improvement, the City covenants and agrees that it will not permit any hook up to said Public Improvement by any parcel listed in the Reimbursement District without the assessment above mentioned and reimbursing the full amount thereof to the Developer. Within 30 days of receipt of each assessment amount, the City will reimburse to the Developer an amount equal to the assessment received, plus simple interest received at the rate of 5.5%, figured from _____, 2015 to the date of collection of said assessment. However, the amount reimbursed to Developer shall not include the seven percent (7%) administrative charge collected. Nothing contained herein shall be construed as requiring the City to make any reimbursement or payment to the Developer other than the amounts which may hereafter be collected by City from other property owners or persons connecting to said lines.

6. City shall incur no costs in excess of the costs of maintenance of said lines and as otherwise agreed upon between the parties in writing.

7. Developer, at his own cost, shall record a copy of this Agreement, together with its attachments, in the Malheur County real property records.

8. This agreement is binding upon the parties hereto, their successors and assigns.

9. In the event either of the parties shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including but not limited to attorney fees, including fees incurred in connection with preparation of and service of notices of default, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with nonjudicial action.

10. This agreement shall terminate upon the earlier of the expiration of twenty-five

(25) years following the date of execution of this agreement or upon City having collected and reimbursed to Developer an amount accounting for 100% of Reimbursement District Funds, plus interest.

IN WITNESS WHEREOF, by affixing their signatures hereto, the City and Developer do hereby authorize and execute this agreement.

CITY OF ONTARIO, OREGON

DEVELOPER

By: _____
Mayor LeRoy Cammack

By: _____
Jeff Petry

Attest: _____
Tori Barnet, City Recorder

Title: _____

Exhibit A

Ordinance #2572-2005 – Exhibit A – Legal descriptions of “Development Properties”

18s47e10AC TL200 – Anchor Mini Storage, LLC

Land in Malheur County, Oregon, as follows:

In Township 18 South, Range 47 East of the Willamette Meridian:

Section 10: $W\frac{1}{2}NE\ \frac{1}{4}SW\frac{1}{4}NE\ \frac{1}{4}$,

EXCEPTING THEREFROM the North 20 feet for road right of way.

Also, a portion of the $SW\ \frac{1}{4}\ NE\ \frac{1}{4}$ described as follows:

Beginning at the Southeast corner of the $W\frac{1}{2}NE\ \frac{1}{4}SW\frac{1}{4}NE\ \frac{1}{4}$;

Thence South 10 feet;

Thence N. $89^{\circ}\ 59'\ 14''$ W., parallel with the South boundary of said $W\frac{1}{2}NE\ \frac{1}{4}SW\frac{1}{4}NE\ \frac{1}{4}$, approximately 264 feet to a point 594 feet West of the East boundary of said $SW\ \frac{1}{4}\ NE\ \frac{1}{4}$;

Thence North 10 feet;

Thence S. $89^{\circ}\ 59'\ 14''$ E., coincident with the South boundary, approximately 264 feet to the Point of Beginning.

Also, a portion of the $SW\ \frac{1}{4}\ NE\ \frac{1}{4}$ described as follows:

Commencing at the Northwest corner of said $SW\ \frac{1}{4}\ NE\ \frac{1}{4}$;

Thence S. $00^{\circ}\ 15'\ 40''$ E., 406.71 feet to the Northwest corner of Sierra Subdivision as filed in Book 4, Page 9, Plat Records;

Thence S. $89^{\circ}\ 59'\ 57''$ E., 208.71 feet;

Thence N. $00^{\circ}\ 15'\ 40''$ W., 208.71 feet;

Thence S. $89^{\circ}\ 59'\ 57''$ E., 442.34 feet to the POINT OF BEGINNING;

Thence S. $89^{\circ}\ 59'\ 57''$ E., 8.50 feet;

Thence S. $00^{\circ}\ 07'\ 49''$ E., 459.79 feet;

Thence N. $00^{\circ}\ 27'\ 49''$ W., coincident with an existing fence, 368.03 feet;

Thence N. $89^{\circ}\ 59'\ 57''$ W., 6.80 feet;

Thence N. $00^{\circ}\ 08'\ 40''$ E., 91.77 feet to the Point of Beginning.

SUBJECT TO the Boundary Line Agreement along the Northerly portion of the West boundary of the above described parcel as recorded on May 27, 2009, under Instrument No. 2009-4151.



Ordinance #2572-2005 – Exhibit C – Legal descriptions of “Adjoining Properties” Page 1 of 3

18s47e10 TL1302 – H2MK, LLC

Land in Malheur County, Oregon, as follows:

In Township 18 South, Range 47 East of the Willamette Meridian:

Section 10: A parcel of land in the S ½ NW ¼ NE ¼ described as follows:

Beginning at a point 25 feet West and 25 feet North of the Southeast corner of said S ½ NW ¼ NE ¼;

Thence North, parallel with said East boundary, 200 feet;

Thence West, parallel with the South boundary of said S ½ NW ¼ NE ¼, 272.25 feet;

Thence South, parallel with said East boundary, 200 feet;

Thence East, parallel with said South boundary, 272.25 feet to the point of beginning.

18s47e10 TL1310 – H2MK, LLC

Land Partially within the City of Ontario, in Malheur County, Oregon, as follows:

In Township 18 South, Range 47 East of the Willamette Meridian:

Section 10: A parcel of land in the S ½ NW ¼ NE ¼ described as follows:

Commencing at the Southeast corner of said S ½ NW ¼ NE ¼;

Thence N. 0° 11' 15" W., coincident with the East boundary thereof, 658.58 feet to the Northeast corner of the S ½ NW ¼ NE ¼;

Thence N. 89° 54' 28" W., coincident with the North boundary thereof, 297.25 feet to the Point of Beginning;

Thence S. 0° 11' 15" E., 628.35 feet to the North right of way boundary of SE 5th Ave.;

Thence N. 89° 51' 54" W. coincident with said right of way, 26.21 feet;

Thence N. 0° 11' 15" W., 458.50 feet;

Thence S. 81° 45' 52" W., 360.67 feet;

Thence N. 0° 7' 48" W., 115.82 feet;

Thence N. 89° 54' 28" W., 138.91 feet;

Thence N. 0° 7' 48" W., 106.26 feet to the said North boundary of the S ½ NW ¼ NE ¼;

Thence S. 89° 54' 28" E., coincident with the North boundary, 522.02 feet to the point of beginning.

18s47e10 TL1305 – H2MK, LLC

Land in Malheur County, Oregon, as follows:

In Township 18 South, Range 47 East of the Willamette Meridian:

Section 10: A parcel of land in the S ½ NW ¼ NE ¼ described as follows:

Commencing at the Southwest corner of said S ½ NW ¼ NE ¼;

Thence N. 0° 07' 48" W., along the West boundary thereof, 25 feet to the North right of way of River Road;

Thence S. 89° 51' 48" E., along said right of way, 82.62 feet to the Point of Beginning;

Thence N. 13° 00' 10" E., 168.48 feet;

Thence S. 76° 59' 10" E., 177.82 feet;

Thence N. 13° 00' 10" E., 264.90 feet;

Thence S. 76° 59' 10" E., 221.55 feet;

Thence N. 0° 07' 48" W., 67.38 feet;

Thence N. 81° 45' 52" E., 430.28 feet;

Thence S. 0° 11' 04" E., 463.54 feet to the appoint on the said North right of way line of River Road;

Thence N. 89° 51' 48" W., along said right of way, 913.81 feet to the Point of Beginning.

EXCEPTING THEREFROM the following described parcel:

Commencing at the Southwest corner of said the S ½ NW ¼ NE ¼;

Thence N. 0° 07' 48" W., along the West boundary line of the S ½ NW ¼ NE ¼, 25.00 feet;

Thence S 89° 51' 48" E., along the North right of way line of River Road, 82.62 feet to the Point of Beginning;

Thence N. 13° 00' 10" E., 168.48 feet;

Thence S. 76° 59' 10" E., 177.82 feet;

Thence N. 13° 00' 10" E., 264.90 feet;

Thence N. 76° 59' 10" E., 21 feet;

Thence S. 13° 00' 10" W., 387.93 feet to a point on said road right of way line;

Thence N. 89° 51' 48" W., 203.94 feet to the Point of Beginning.

18s47e10AC TL100 – 3DY, LLC

Land in Malheur County, Oregon, as follows:

In Township 18 South, Range 47 East of the Willamette Meridian:

Section 10: E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, and that portion of the N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ described as follows:

Beginning at the Northwest corner of said N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$,
Thence East 145 feet;
Thence South 310 feet;
Thence West 145 feet;
Thence North 310 feet to the Point of Beginning.

Also a parcel in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ described as follows:

Beginning at a point 20 feet West of the Southeast corner of the E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence South 10 feet;
Thence N. 89° 59' 14" W., parallel with the South boundary of said
E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, approx. 310 feet to a point 10 feet South of the Southwest corner
of said E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence North 10 feet;
Thence S. 89° 59' 14" E., coincident with said South boundary, approx. 310 feet to
the Point of Beginning.

RESOLUTION 2015-111

A RESOLUTION ESTABLISHING A REIMBURSEMENT DISTRICT IN FAVOR OF JEFF PETRY FOR INSTALLATION OF SANITARY SEWER AND STORM SEWER IMPROVEMENTS AND ALLOCATING THE COSTS ON A LINEAR FOOT FRONTAGE BASIS

- WHEREAS,** Jeff Petry (Developer) has extended the sanitary sewer main and storm sewer main line along SE 5th Avenue from SE 10th Street to the western edge of his property at Anchor Mini Storage 18s 47e 10AC TL 200; and
- WHEREAS,** Said sanitary sewer and storm sewer extension is available to serve adjoining property owners who did not participate in the cost of construction of the extensions; and
- WHEREAS,** Developer has applied for an Reimbursement District to be formed in order that Developer may recoup some of the expense of the main line extensions and payment of said reimbursement fees, as designated for each property within the Reimbursement District, is a precondition of receiving any City permits applicable to development of that parcel ; and
- WHEREAS,** After consideration of the benefit to the proposed properties to be included within the Reimbursement District, the Council has determined that the most appropriate method for cost recoupment is based on linear front footage along SE 5th Avenue.

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

- 1) A Reimbursement District (RD) is hereby created under the terms of Ontario Municipal Code Title 8, Chapter 15 and the contract incorporated herein as "Attachment 1."
- 2) Attached Exhibits are as follows:
 - a) Said Reimbursement District consists of property owned by the developer, legally described in "Exhibit A" and hereinafter referred to as "Development Properties";
 - b) Said public improvements are pictured in "Exhibit B" and consist of sanitary sewer and storm sewer mainline in SE 5th Avenue extending from the intersection of SE 5th Avenue and SE 10th Street to the westernmost edge of Developer's property;
 - c) Property benefitted by public improvements constructed by the developer, legally described in "Exhibit C" and hereinafter referred to as "Adjoining Properties"; and

d) The Director's Report, "Exhibit D", sets forth a summary of the proposed reimbursement district, in addition to the following:

- i) a written description of the location, type, size and cost of each public improvement which is to be eligible for reimbursement;
- ii) a map showing the boundaries of the proposed district, tax account number of each property, its size and boundaries, properties to be included in the proposed reimbursement district, zone for the properties, the linear front footage and square footage of said properties, the property owned by the developer and the names and mailing addresses of owners of other properties to be included in the proposed reimbursement district;
- iii) and the actual cost of the public improvement.

3) The costs shall be allocated on the basis of front footage for intervening properties along the sanitary sewer and storm sewer extension and connecting to the sanitary sewer and storm sewer extension described above.

4) Within thirty (30) days of receipt of each assessment amount, the City will reimburse to the Developer an amount equal to the assessment received, plus simple interest received at a rate of 5.5%, figured from _____, 2015, to the date of collection of said assessment. The interest rate shall be fixed and not computed against the Reimbursement Fee as a simple interest and shall not compound. However, the amount reimbursed to Developer shall not include the seven percent (7%) administrative charge collected.

5) The Mayor and City Recorder are authorized to enter into the Reimbursement District Agreement attached hereto.

EFFECTIVE DATE: Immediately upon passage.

Passed and adopted by the Ontario City Council this ____ day of _____, 2015.

Ayes:

Nays:

Absent:

Approved by the Council President acting as Mayor this ____ day of _____, 2015.

ATTESTED:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

Director's Report
For the Jeff Petry/Anchor Mini Storage
SE 5th Avenue Reimbursement District
City of Ontario, Oregon
March 16, 2015

The Ontario Municipal Code 8-15-3 requires the development of a Director's Report once a written application is filed with the Public Works Director to request that the City establish a Reimbursement District. The public improvement must be of a size greater than that which would otherwise ordinarily be required in connection with an application for a building permit or development permit or must be available to provide service to property other than property owned by the Developer, so that the public will benefit by making the public improvements. Ordinance 2572-2005 establishing provisions for creation and administration of reimbursement districts was passed on October 17, 2005. The content of the Director's report is as follows:

1. Director's Report Summary
2. A written description of the location, type, size and cost of each public improvement which is to be eligible for reimbursement.
3. A map showing the boundaries of the proposed Reimbursement District, the tax account number of each property, its size and boundaries.
4. A map showing the properties to be included in the proposed Reimbursement District, the zone for the properties, the linear front footage and square footage of said properties, or similar data necessary for calculating the apportionment of the cost of the public improvement, the property owned by the developer and the names and mailing addresses of owners of other properties to be included in the proposed Reimbursement District.
5. The actual or estimated cost of the public improvement.

Director's Report Summary:

Project Scope

The Reimbursement District consists of the construction of sanitary sewer and storm mainlines along SE 5th Avenue from the intersection of SE 10th Street to the western edge of Developer's property as described in Exhibit A. Developer, at his own expense in connection with the development of Developer's property, has constructed an 8 inch sanitary sewer mainline and a 12 inch storm sewer mainline extension, benefitting surrounding property owners who did not participate in the cost of the extensions. Upon completion of the 8 inch sanitary sewer and 12 inch storm sewer extensions, Developer dedicated said facility to the City of Ontario for public use, but has applied for a reimbursement district for the purpose of reimbursement of a proportionate amount of the cost of construction from other customers who may later connect to and utilize said sanitary sewer and storm sewer main lines. City Council has passed Ordinance No. 2572-2005, forming a Reimbursement District and is willing to administer a Reimbursement Agreement wherein property owners who at a later date connect to the above described sanitary sewer and storm mainlines Developer constructed will pay a proportionate share of the construction.

Financing

The Developer has financed all of the cost of the Public Improvements, thereby making sanitary sewer and storm sewer service available to the affected properties, other than that owned by the Developer.

Proposed Reimbursement District Boundary and Size

The proposed Reimbursement District boundary consists of four tax lots along SE 5th Avenue.

Map and Tax Lot	Name	Linear Feet 12" Storm Sewer	Linear Feet 8" Sanitary Sewer	Zoning
18s 47e 10 TL 1305	H2MK, LLC	321 lf	337 lf	Commercial UGA
18s 47e 10 TL 1310	H2MK, LLC	26.21 lf	26.21 lf	Commercial UGA
18s 47e 10 TL 1302	H2MK, LLC	272.25 lf	272.25 lf	Commercial UGA
18s 47e 10AC TL 100	3 D Y, LLC	330 lf	330 lf	Commercial UGA
Developer				
18s 47e 10AC TL 200	Anchor Mini	330 lf	330 lf	Gen. Heavy Com.
	TOTALS	1,279.46 lf	1,295.46 lf	

Actual Cost of the Public Improvements

The table below shows the actual cost of the Public Improvements serving the area of the proposed Reimbursement District and the portion of the cost for which the Developer should be reimbursed for each Public Improvement.

8" Sanitary Sewer	Construction Engineering	½ Application Fee	Subtotal	Divided by Total LF	Total Sanitary Sewer per LF
\$30,736.50	\$2,305.24	\$75.00	\$33,116.74	1,295.46 lf	\$25.56

12" Storm Sewer	Construction Engineering	½ Application Fee	Subtotal	Divided by Total LF	Total Storm Sewer per LF
\$25,042.50	\$1,878.19	\$75.00	\$26,995.69	1,279.46 lf	\$21.10

Map and Tax Lot	Name	Sanitary Sewer per LF	LF Property Frontage	Total Sanitary Sewer
18s 47e 10 TL 1305	H2MK, LLC	\$25.56	337.00 lf	\$8,614.96
18s 47e 10 TL 1310	H2MK, LLC	\$25.56	26.21 lf	\$669.93
18s 47e 10 TL 1302	H2MK, LLC	\$25.56	272.25 lf	\$6,958.71
18s 47e 10AC TL 100	3 D Y, LLC	\$25.56	330.00 lf	\$8,434.80
			TOTAL	\$24,678.40

Map and Tax Lot	Name	Storm Sewer per LF	LF Property Frontage	Total Storm Sewer
18s 47e 10 TL 1305	H2MK, LLC	\$21.10	321.00 lf	\$6,773.10
18s 47e 10 TL 1310	H2MK, LLC	\$21.10	26.21 lf	\$553.03
18s 47e 10 TL 1302	H2MK, LLC	\$21.10	272.25 lf	\$5,744.48
18s 47e 10AC TL 100	3 D Y, LLC	\$21.10	330.00 lf	\$6,963.00
			TOTAL	\$20,033.61

Total Sanitary Sewer Reimbursement	Total Storm Sewer Reimbursement	Grand Total Owed to Developer
\$24,678.40	\$20,033.61	\$44,712.01

Map and Tax Lot	Name	Total Sanitary Sewer Reimbursement	Total Storm Sewer Reimbursement	Grand Total per Public Improvement
18s 47e 10 TL 1305	H2MK, LLC	\$8,614.96	\$6,773.10	\$16,225.95
18s 47e 10 TL 1310	H2MK, LLC	\$669.93	\$553.03	\$1,288.22
18s 47e 10 TL 1302	H2MK, LLC	\$6,958.71	\$5,744.48	\$13,381.09
18s 47e 10AC TL 100	3 D Y, LLC	\$8,434.80	\$6,963.00	\$16,219.50
	TOTAL	\$24,678.40	\$20,033.61	\$44,712.01

Annexation

The four properties that did not participate in the construction costs are currently outside City limits. City policy has required that property be annexed into the city in order to receive sewer service. According to 8-7-4 Use of Public Sewer Restricted (M) No Sewer Connection Outside City: There shall be no properties outside the City connected to the City sewer lines, except by special permission of the Council.

Actual Costs

The Reimbursement District reimbursement amount is **\$44,712.01**. OMC 8-15-5A states a reimbursement fee shall be computed by the City for all properties within the Reimbursement District, excluding property owned by or dedicated to the City or the State of Oregon, which have the opportunity to use the Public Improvements, including the property of the Developer. The reimbursement fee shall be calculated separately for each Public Improvement. The Developer shall not be reimbursed for the portion of the reimbursement fee computed for the Developer's own property. Right of way for the other properties has been donated. The Developer donated additional required right of way at no charge to the City.

OMC 8-15-5B states the cost to be reimbursed to the Developer shall be limited to the cost of construction engineering, construction and off-site dedication and/or acquisition of right of way property. Construction engineering shall include surveying and inspection costs and shall not exceed seven and one-half percent (7.5%) of eligible Public Improvement construction costs. Costs to be reimbursed for right of way property shall be limited to the reasonable market value of land or easements purchased by the Developer from a third party in order to complete the Public Improvements.

Methods of Assessment

There are several ways to consider and determine "benefits derived" when assessing property within a reimbursement district. Common methods include cost per linear foot of property abutting the improvement, cost per square foot to a property to a depth of 150 feet (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 reimbursement district, staff is recommending a cost per linear foot of property abutting the improvement.

The assessment shall be calculated as follows:

Twenty-five and fifty-six cents (\$25.56) multiplied by the length, in feet, of the frontage of the parcel(s) in question as measured along SE 5th Avenue adjacent to the sanitary sewer mainline, twenty-one and ten cents (\$21.10) multiplied by the length, in feet, of the frontage of the parcel(s) in question as measured along SE 5th Avenue adjacent to the storm sewer mainline, plus accrued simple interest at a rate of five point five percent (5.5%) per annum, starting _____, 2015. The reimbursement finance fee shall be in addition to any other connection charges in effect at the time the connection is made.

City Standards

Staff has determined the Public Improvement along SE 5th Avenue has met City Standards, and it is fair and in the public interest to create a Reimbursement District.

AGENDA REPORT

March 16, 2015

TO: Mayor and City Council

FROM: Mark Alexander, Police Chief

THROUGH: Tori Barnett, Interim City Manager

SUBJECT: REQUEST TO PROCEED: YOUTH RELATED PUBLIC SAFETY AND COMMUNITY ENHANCEMENT AWARD PROGRAMS

DATE: March 9, 2015

SUMMARY:

The Police Department would like to propose community award programs for youth related public safety accomplishments and community enhancement improvements.

BACKGROUND:

There are non-profit entities in Ontario who do incredible work at helping make the city safe and reduce juvenile crime. The dividends these groups provide are of great benefit to both the police department and the city. Their work should be recognized and supported.

Police staff is requesting an annual monetary grant or award to those with proven results in helping reduce juvenile crime. The award would help further their operations and serve as a way to be recognized by the city.

Staff proposes entities submit a simple application indicating their work and results for a specified timeframe. Applications would be reviewed and awarded by the Ontario Public Safety Board. Further, staff believes funding for this program should come from the Public Safety Reserve Fund as opposed to General Fund tax dollars.

The department would also like to propose a community enhancement award program to groups or entities that make a substantial improvement to a property or location within the City of Ontario. Groups who can show they made the improvements through donated time and materials would be eligible for the annual award.

Guidelines for the program would be set by Council. Considerations could include the amount of investment put into a project, both in number of hours and the overall benefit to the city. The goal would be to have various entities or groups competing and improving several properties within the city on a yearly basis. The award would be minimal compared to the return on the investment.

It is proposed the funding for this project come from Economic Development funds or the Public Safety Reserve Fund. It is believed we can tie property improvement to crime prevention, which leads to more economic development.

ALTERNATIVE:

The Council could deny the request.

FINANCIAL IMPLICATIONS:

Funding for the programs could come from the Public Safety Reserve Fund and/or the Economic Development Fund. Proposal for the project would not exceed \$5,000/year unless the Council felt differently.

RECOMMENDATION:

Staff recommends the Council approve the community award programs for youth related public safety accomplishments and community enhancement improvements.

PROPOSED MOTION:

I move that the City Council approve the community award programs for youth related public safety accomplishments and community enhancement improvements, and direct the Police Department to work with Council on initiate guidelines, and for the Department to spearhead the promotion and execution of the projects.

AGENDA REPORT
March 16, 2014

To: Mayor and Council

FROM: Dan Shepard, Engineering Technician III

THROUGH: Tori Barnett, City Manager Pro Tem

SUBJECT: **RELINQUISHMENT OF EASEMENT – OREGON CHILD DEVELOPMENT COALITION**

DATE: March 9, 2014

SUMMARY:

Attached is the following document:

- Storm Sewer Easement and Release Agreement

Oregon Child Development Coalition (OCDC), 482 SE 3rd Street, would like to construct some additional classrooms at their facility; however, existing utility easements over the vacated street and alley rights of way limit their ability to locate these buildings. OCDC has requested that the City of Ontario relinquish these easements and accept smaller easements that cover a storm sewer main on their property.

PREVIOUS COUNCIL ACTION:

09-06-1949 City Council passed Right of Way Vacation Ordinance No. 1012

BACKGROUND:

Oregon Child Development Coalition operates from the former Lindbergh School building. To accommodate construction of the school right of way for portions of SE 4th Avenue and SE 4th Street and an alley were vacated (Ord. No. 1012). City utilities, water, sanitary and storm sewer were left in place and a blanket easement was kept covering the vacated right of ways. Buildings were allowed to be constructed over the water main and sanitary sewer main. Both of these have since been rerouted back to the right of way. The storm sewer was not built over and was allowed to remain in place inside the blanket easement. Where the street right of way was vacated, the easements that remained were 80-foot wide. OCDC would like to construct some additional class rooms on their site but are limited in their location because Ontario Municipal Code prevents them from being in the easements.

PROBLEM DISCUSSION:

The 80-foot wide easement restricts OCDC from using their lot. The storm sewer main, shown on the attached Exhibit D, can be adequately covered in an easement that is 20-feet wide, being ten-feet on each side of the main. The process to achieve this is for the City of Ontario to relinquish its blanket easement on the original 80-foot easement and to have OCDC dedicate a new 20-foot wide easement. The alley in Block 88 will be vacated. This location is under part of the OCDC building where the water and sanitary sewer mains were. The vacation of this portion of the easement would not have an effect on any other utility. It would allow OCDC space to locate their new classrooms on site.

RECOMMENDATION:

Staff recommends that the City of Ontario relinquishes its easement as detailed in the attachments and to accept a new easement for the storm sewer main.

PROPOSED MOTION(S)

ACCEPT ACTION:

I move the Mayor and Council relinquish its easements detailed in Exhibit A of the attachment, and accept the easement detailed in Exhibit C of the attachment.

OR

DENY ACTION:

I move the Mayor and Council deny OCDC their request to relinquish the easement detailed in Exhibit A of the attachment.

After Recording Return To:

Engineering Department
1551 NW 9th St
Ontario, OR 97914

**STORM SEWER EASEMENT and
RELEASE OF EASEMENT AGREEMENT**

THIS STORM SEWER EASEMENT AGREEMENT (the "Agreement"), is made as of the ____ day of 2/24, 2015 by and between **OREGON CHILD DEVELOPMENT COALITION, INC**, an Oregon Corporation, ("Grantor") and the **City of Ontario, Oregon** ("Grantee - Releasor").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in the City of Ontario, County of Malheur, State of Oregon, and as described in **Exhibit "A"** ("Property"), attached hereto and incorporated herein by reference; and

WHEREAS, Grantee reserved Utility Easement rights within portion of the Street Rights of Ways Vacated within the Properties owned by the Grantor, Vacated and retained under City Ordinance No. 1012, dated the 6th day of September, 1949 as shown in **Exhibit "B"** ("reserved easement area");

WHEREAS, the Grantor wishes to construct a new building within a portion of Vacated SE 4th Street between Block 88 of the Original Town Site of Ontario and Block 206 of Wilson's Supplemental Plat and wishes to have the City Release the Existing Easement rights within said SE 4th Street between said Blocks in exchange for granting a New Easement for the Existing Storm Sewer in said vacated Street, Grantor further requests the Grantee to release the retained easement rights within the Vacated alley within said Block 88 as it is also no longer needed by the City;

WHEREAS, the Grantee has determined that no other Public Utilities other than the above mentioned Storm Sewer line exists with the said portion of SE 4th Street and that no other public utilities existing with the Alley of said Block 88 and finds that it is in the best interest of the City to release the Existing retained easement in said portion of SE 4th Street and Alley;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. (a) Grantor hereby grants to Grantee a perpetual non-exclusive 20 foot wide Storm Sewer easement providing uninterrupted and unrestricted use of, access to, maintenance of, and replacement of the Existing Storm Sewer as now located and being 10 feet on either side of the strip of land as described in Exhibit "B" and shown in Exhibit "C" attached hereto and made a part hereof.

(b) Grantee shall use the Easement Area with due regard for the rights of Grantor and Grantor agrees to keep the Easement Area free from obstacles or obstructions which would prevent or hinder the free passage of use as described above of the Easement Area except temporarily, for reasonable times and in a reasonable manner, for purposes of performing work permitted on the Grantor property.

2. Grantor-Releasor hereby releases its Retained Utility Easement rights within that portion of Vacated SE 4th Street between said Blocks 88 and 206 and the alley in Block 88 as shown in Exhibit "B" and accepts the New Storm Sewer Easement as described in Exhibit "C" and shown in Exhibit "D" attached herein.

3. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the respective assigns, successors and tenants of the parties hereto.

4. No waiver of any provision hereof shall be deemed to constitute or imply a further waiver thereof of any other provision set forth herein. This Agreement shall not be amended or modified without the prior written consent of all parties.

5. Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

6. In no way does this Agreement permit either party to cause an encumbrance, judgment or other lien to affect the other parties property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTOR: OREGON CHILD DEVELOPMENT COALITION, INC
an Oregon Corporation.

By: *Doreen Ode*

Its: *Executive Director*

GRANTEE-RELEASOR: CITY OF ONTARIO

Accepted
By: _____

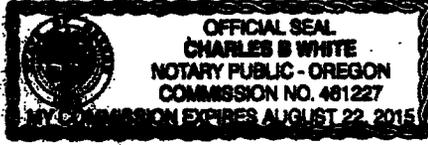
Mayor, Ron Verini

Attest: _____

Tori Barnett, City Recorder

STATE OF OREGON)
) ss.
County of Washington)

The foregoing instrument was acknowledged before me this 29th day of February, 2015, by Dorinda Dedron as Executive Director of Oregon Child Development Coalition, Inc.





Notary Public for the State of Oregon
My Commission expires: Aug. 22, 2015

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Ron Verini as Mayor of the City of Ontario, Oregon.

Notary Public for the State of Oregon
My Commission expires:

EXHIBIT "A"

"Property"

Land in the Original Town Site, City of Ontario, Malheur County, Oregon, According to the Official Plat thereof, as follows:

- In Block 87: Lots 6, 7, 8, 9, 10, 16, 17, 18, 19 and 20
- In Block 88: Lots 1 through 20, Inclusive.

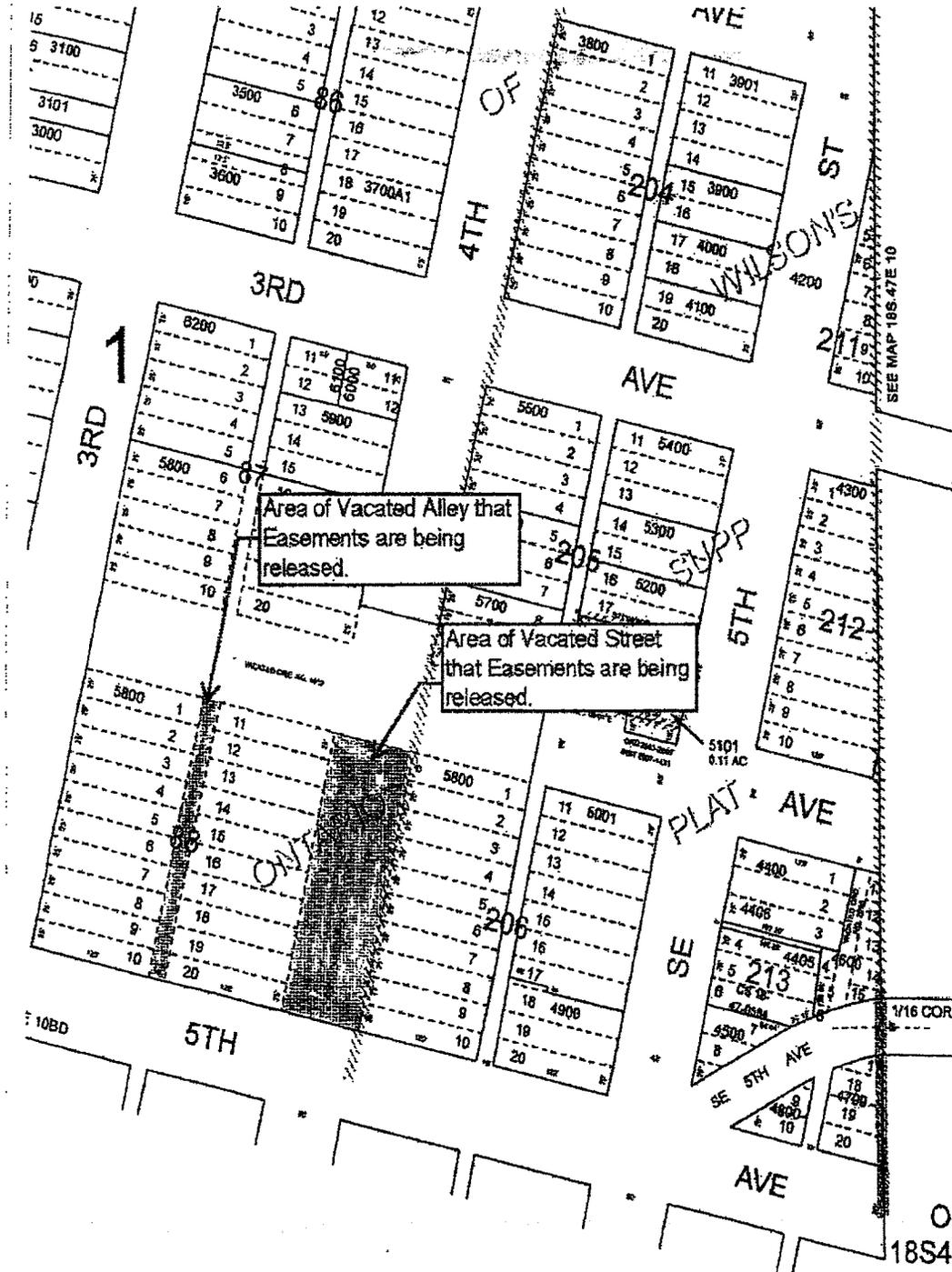
Land in the City of Ontario, Malheur County, Oregon, According to Wilson's Supplemental Plat thereof, as follows:

- In Block 205: The South 10 feet of Lot 9 and All of Lot 10.
- In Block 206: Lots 1 through 10, Inclusive.

Also that portion of SE 4th Street, SE 4th Avenue and Alley rights of ways as shown vacated by Ordinance No. 1012, Recorded October 7, 1949, Book 80, Page 13, Official Records.

EXHIBIT "B"

"RESERVED EASEMENT AREAS being released"



Revised: MA
05/30/2013

ONTARIO
18S47E10BA

EXHIBIT "C"

"DESCRIPTION of New Easement Area"

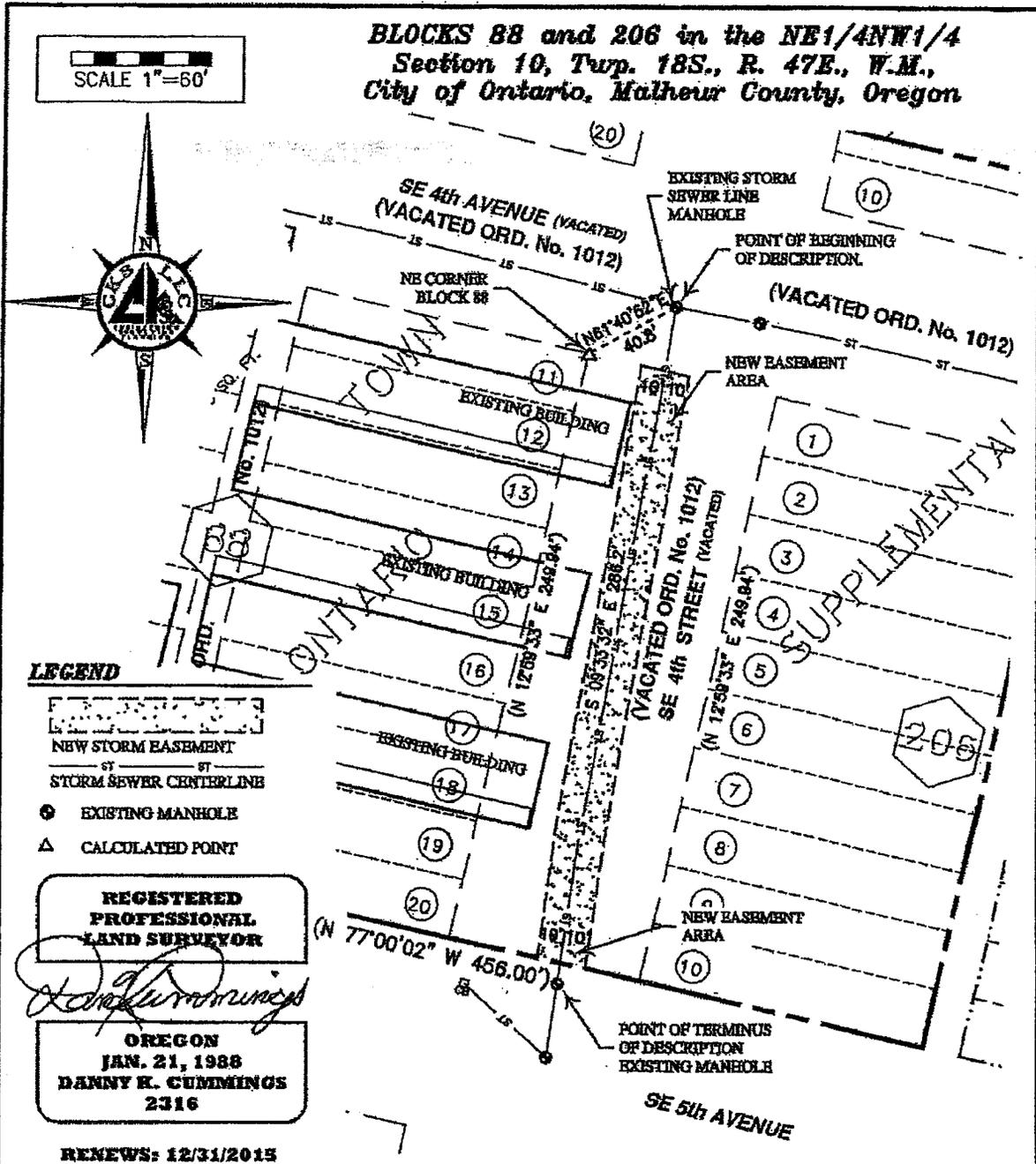
Land in Block 88 of the Original Town Site and Block 206 of Wilson's Supplemental Plat to the City of Ontario, Malheur County, Oregon, According to the Official Plats thereof, as follows:

A strip of Land within the that portion of Vacated SE 4th Street between said Blocks, lying 10 feet on either side of the following described center line:

Beginning at the Center of an Existing Storm Sewer Manhole that bears N 61° 40' 52" E, 40.8 feet from the NE Corner of said Block;

thence S 09° 33' 32" W, coincident with the centerline of the existing Pipe line of said Storm Sewer 286.2 feet, more or less, to a Manhole in SE 5th Avenue and the point of Terminus of this description.

EXHIBIT "D"
"MAP of New Easement Area"



LEGEND

- NEW STORM EASEMENT
- STORM SEWER CENTERLINE
- EXISTING MANHOLE
- CALCULATED POINT

**REGISTERED
 PROFESSIONAL
 LAND SURVEYOR**

Danny K. Cummings

**OREGON
 JAN. 21, 1988
 DANNY K. CUMMINGS
 2316**

RENEWS: 12/31/2015



CK3, LLC

CIVIL-STRUCTURAL-ELECTRICAL ENGINEERING,
 SURVEYING & PLANNING

368 S.W. 5TH AVENUE
 ONTARIO, OREGON 97914
 E-MAIL: CK3@CK3LLC.NET
 TEL: 541-889-5411 ~ FAX: 541-889-2074

EXHIBIT FOR
OREGON CHILD DEV. & CITY OF ONTARIO

CHECKED BY: LCK	FIELDBOOK No.: N/A	PAGE(S): N/A
DRAWN BY: DKC	DWG FILE No.: N/A	
APPROVED BY: DCK	FILENAME: V014064 EASE	JOB No. VO-14064
DATED: 2/18/2015	REVISED:	SHEET: 1 of 1

Discussion/Information /Hand-Out Items

City Council Meeting
March 16, 2015



City of Ontario
POLICE DEPARTMENT

Office of the Chief
 444 SW 4th Street
 Ontario, OR 97914
 Voice (541)889-5312 Ext. 2303
 Fax (541)889-3026
mark.alexander@ontariooregon.org

To: Ontario City Council
 Date: March 5, 2015
 Re: Department Statistics for February, 2015

Activity	Month of February	Previous Month	Year to Date	Prior Year to Date
Calls for Service	728	694	1422	1398
Traffic Stops	153	176	329	268
Cited Traffic Violations	87	107	194	137
Motor Vehicle Crashes	27	31	58	57
Arrests	88	66	154	164
Arrests w/ Use of Force	0	0	0	1
Citizen Complaints	0	0	0	0
Cases to Dist. Attorney	54	56	110	117
Ordinance Cases Total	67	72	139	110
Ordinance-Weeds	2	0	2	0
Ordinance-Garbage	3	11	14	16
Dogs to Ani-Care	6	5	11	16
Junk/Vehicles	24	7	31	6
Death Investigations	0	2	2	2
SRO Cases	35	25	60	56
Gang Related Cases	5	13	18	15
Gang Designations	1	1	2	0
Task Force Cases	6	1	7	8
Graffiti	4	14	18	16
Burglary	10	9	19	16
Robbery	0	1	1	2
Larceny	30	31	61	80
Assault	8	6	8	16
Homicide	0	0	0	0
Sex Crimes	2	1	3	4
Alarms	14	15	29	30
Property Loss/Recover	\$23,962/\$8300	\$40,178/\$545	\$64,140/\$8845	\$96,888/\$32,617

Please join your

***United States Senator
Ron Wyden***

for a
Town Hall Meeting

at the
Four Rivers Cultural Center
676 SW Fifth Ave, Ontario

Saturday, March 14
at 3:30 p.m. (MT)

*If you have any questions, please call
Senator Wyden's La Grande Office: (541) 962-7691*

MALHEUR COUNTY COURT MINUTES

FEBRUARY 18, 2015

County Court met with Judge Dan Joyce presiding with Commissioner Don Hodge and Commissioner Larry Wilson present. Staff present was Administrative Officer Lorinda DuBois.

COUNTY LAND SALE

Treasurer Jennifer Forsyth met with the Court and presented a list of properties to be sold at the 2015 County Land Sale. The Sheriff's Sale has been set for April 28, 2015. Road Supervisor Richard Moulton has been asked to review the properties for potential gravel sources. An Order for sale of the properties will be drafted for the Courts approval at a later date.

SHERIFF'S OFFICE - VACANCY

Sheriff Wolfe met with the Court to inform them that a Dispatcher had retired; and that the vacancy will need filled. Sheriff Wolfe also told the Court that a Corrections Officer will be retiring in March and that position will need to be filled also. The Court had no objections to the filling of the vacancies.

DISTRICT ATTORNEY'S OFFICE - VACANCY

Director of Victim Services Cindy White met with the Court and requested authorization to fill a Victims' Advocate position that was recently vacated. The consensus of the Court was to authorize the filling of the vacancy.

COURT MINUTES

Commissioner Wilson moved to approve Court Minutes of February 11, 2015 as written. Commissioner Hodge seconded and the motion passed unanimously.

CROSSING PERMIT

Commissioner Hodge moved to approve Crossing Permit #01-15 to Oregon Telephone Corp to upgrade and replace existing cable along Little Valley Road #698. Commissioner Wilson seconded and the motion passed unanimously. The original permit will be kept on file at the Road Department.

FUND TRANSFERS

Commissioner Hodge moved to approve Resolution R15-04: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Wilson seconded and the motion passed unanimously.

JUNTURA CUTOFF ROAD

The Court requested that the Oregon FLAP Application cost of \$900 for the Juntura Cutoff Road project be paid for from the Economic Development budget. Ms. DuBois will follow-up with Economic Development Director Greg Smith.

COURT ADJOURNMENT

Court was adjourned.

MALHEUR COUNTY COURT MINUTES

March 4, 2014

County Court met with Judge Dan Joyce presiding with Commissioner Don Hodge present. Staff present was Administrative Officer Lorinda DuBois.

Also present was Larry Meyer of the Argus Observer and John Braese of the Malheur Enterprise.

FAIR - GRANT APPLICATION

Fair Board Member Helen Thomas, and Frank and Linda Ausman met with the Court. It was explained that Mr. Ausman has been working on a project to replace the dairy barn at the fairgrounds; and a new pole barn is currently under construction. The Board funded the cost of the required permits and removed the old barn. The Ausman's applied and received a grant from NW Farm Credit Service for \$2500; the former Malheur Dairy Herd Improvement Association donated approximately \$3200; and other private donations of cash, labor, materials and supplies have been received. Mr. Ausman requested the Court's support to continue the project as well as their approval to apply for a grant from Valley Wide Cooperative (the grant requires the County's tax ID number). The Court expressed support and appreciation to the Ausman's for the project and, by consensus, authorized the grant application to Valley Wide Cooperative be submitted in the name of the County.

EMERGENCY MANAGEMENT - CASCADIA RISING EXERCISE; DROUGHT DECLARATION

Emergency Services Lieutenant Rob Hunsucker met with the Court. Also present was Sheriff Brian Wolfe. Lieutenant Hunsucker provided the Court information on a Statewide disaster exercise that is being planned and is scheduled to occur June 2016. The exercise is the Cascadia Rising; Cascadia Subduction Zone (CSZ) Catastrophic Earthquake and Tsunami Functional Exercise.

Scenario: Science points to a large 8.0-9.0 magnitude Cascadia Subduction Zone earthquake rippling across the 800-mile CSZ fault line on average once every 200 to 500 years. The last major CSZ earthquake and tsunami occurred in 1700. Recent subduction zone fault earthquakes around the world underscore the similar challenges that will be faced when the next CSZ earthquake and tsunami occurs in our region.

Successful response operations in the aftermath of a disaster of this magnitude will hinge on the effective coordination and integration of governments at all levels as well as non-government organizations and the private sector. One of the primary goals of Cascadia Rising is to train and test this whole community approach to complex disaster operations together as a joint team.

Various planning meetings, seminars and workshops will occur to bring together partners from all levels to share information on disaster plans, procedures and process in preparation for the exercise. The next meeting is March 15 and Lieutenant Hunsucker invited a member of the Court to attend it with him.

Lieutenant Hunsucker also presented the Court a drought declaration for Malheur County. Also present at this time were Watermaster Ron Jacobs and Owyhee Irrigation Manager Jay Chamberlin. Stream flow forecasts are estimated to be extremely below average; storage for the reservoirs is below average and water supplies are in serious jeopardy. This is the fourth consecutive year of low snow pack and below average water run off. The Court members discussed the current conditions and predictions with those present. Commissioner Hodge moved to declare a local disaster and request Governor Brown to declare a state drought emergency for Malheur County. Judge Joyce seconded and the motion passed. See instrument #2015-648

Lieutenant Hunsucker also presented an update to the Malheur County Interoperable Communications Plan. By consensus, the Court approved the updated plan. See instrument #2015-4834

Additionally, there is a current vacancy in dispatch that the Sheriff's Office will need to fill.

COURT MINUTES

Judge Joyce moved to approve Court Minutes of February 18, 2015 as written. Commissioner Hodge seconded and the motion passed.

CROSSING PERMIT

Commissioner Hodge moved to approve Crossing Permit #02-15 to Interwest for installation of irrigation pipe on Syringa Rd #1106. Judge Joyce seconded and the motion passed.

AMENDMENT - IGA 141420

Commissioner Hodge moved to approve Twenty-Second Amendment to Oregon Health Authority 2013-2015 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services Agreement #141420. Judge Joyce seconded and the motion passed. The amendment allocates \$3,400 for problem gambling services. A copy will be returned electronically for recording.

AMENDMENT - MCOA SUB AGREEMENT

Commissioner Hodge moved to approve Second Amendment to Sub-Agreement with Malheur Council on Aging and Community Services (MCOACS) for Allocation of Special Transportation Funds for Special Transportation Services Benefiting Seniors and Individuals with Disabilities Pursuant to State Agreement Number 29527 Recorded with the Malheur County Clerk as Instrument Number 2013-3638 Judge Joyce seconded and the motion passed. See instrument #2015-645

AMENDMENT - IGA 142021

Commissioner Hodge moved to approve Tenth Amendment to Oregon Health Authority 2013-2015 Intergovernmental Agreement for the Financing of Public Health Services. Judge Joyce seconded and the motion passed. The amendment adds \$8000 to the Reproductive Health Program. A copy will be returned electronically for recording.

CCN AGREEMENT

Commissioner Hodge moved to approve Agreement between Oregon Health & Science University and Malheur County Health Department for the Community Connections Network (CCN) program; Agreement Number 1004395_Malheur_CCN. Judge Joyce seconded and the motion passed unanimously. A copy will be returned for recording.

ORDER FOR SALE OF PROPERTIES

Commissioner Hodge moved to approve Order No. GO-04-15, Order for the Sale of County Properties Acquired by the County. Judge Joyce seconded and the motion passed unanimously. The sale will be held on April 28, 2015. See instrument #2015-647

STF NOTICE

Per the request of MCOA&CS Executive Director Loni Debban, the following Availability of Grant Funds Public notice was read: Malheur County Special Transportation (STF) Advisory Committee announces the opportunity for eligible transportation providers to apply for state STF Program Formula and Federal 5310 funds. Funds are allocated to Malheur County by the Oregon Department of Transportation. Grant applications are for the 2015/2017 biennium. Projects providing transportation service access for seniors and people with disabilities are eligible for grant funding. Applications and instructions are available at the Public Transit Division Web Site:

www.oregon.gov/ODOT/PT/. Applications must be submitted to Malheur Council on Aging & Community Services no later than 4:00 pm on March 16, 2015. The Malheur County STF Advisory Committee will review, select, and prioritize completed applications at MCOA&CS, 842 SE First Avenue, Ontario on March 17, 2015 at 2:00 pm for submission. Contact Loni at 541-889-7651 for more information.

COURT ADJOURNMENT

Court was adjourned.



BOARD OF DIRECTORS
March 4, 2015 Minutes
Payette City Fire Department, Payette, Idaho

Members and guests present: Sandy Hemenway, Larry Meyer, Tom Hemenway, Mike Chase, John Dillon, Charlotte Fugate, Harry Flock, Ed Susman, Layna Hafer, Kevin Coats, Ken Bishop, Alan Massey, Matt Sorenson, Jim Smith, Carol Bruce, Nancy Dale, Mary Cordova, Scott Masingill, Ray Wickersham, Jeff William, Bruce Jensen and Mike Hanigan.

Staff: Kit Kamo

The meeting was called to order by former Vice Chairman Mike Hanigan at 7:05 am.

Welcome and introductions of attendees.

Approval of February 4th minutes – a motion by Jeff Williams and a second by Carol Bruce was made to accept the minutes. The motion passed unanimously.

Treasurer Sandy Hemenway reviewed the financial snap shot. Annual renewing members were Saint Luke's Medical for \$5,000 and Cascade Natural Gas \$500. Monthly renewing members are the Argus Observer, Red Apple Market Place, Hanigan Motors, Kohn Foods (Subway), Weiser Classic Candy, and Zions Bank. A motion by Bruce Jensen with a second by Ken Bishop was made to accept the financial snap shot.

The group discussed the Economic Breakfast. There were 114 in attendance. It was agreed to hold the event annually, rather than every other year. Suggestions for speakers were made. It was commented about the great networking opportunity that the event was. It was mentioned that an after-hours network event might be a possibility for SREDA. If done, it would be in conjunction with one or more of the Chambers of Commerce.

Community highlights –

Nyssa – City Council Member Harry Flock said that the arsenic removal plant was moving forward. He was excited about having the Oregon Main Street program in the area as it may be getting going again in Nyssa.

Vale – no report

Ontario – City Council Member Charlotte Fugate said her community is working with ODOT on the I-84 interchange improvement. She has also been working on the revitalization program in down town Ontario. The project will be done in 3 phases. They will have an annual meeting on March 10 to kick off their Main Street program. The nonprofit incorporation will be called Revitalize Ontario will be able to do grants.

Payette – City Council Member Nancy Dale welcomed SREDA to the Fire Department facility. The old courthouse is being remodeled into apartments. Payette is also looking at implementing the Main Street USA project. They are getting in touch with Idaho Department of Commerce Jerry Miller, who handles the program in Idaho. The City Council is in the process of reviewing



their comprehensive plan and how it will work with the down town project. The city is extending the airport runway 500' to accommodate larger plans. Business announcement was that Dutch Brothers is coming into Payette. Mayor Jeff Williams also announced that 2 businesses were expanding. One may be annexed into city. He said that several meetings on the down town improvement project have been held. The city has a façade grant program in place up to \$5000, with a 50% match. Scott Masingill, manager of the golf course, said that they had a good February because of weather. They are currently in the best shape financially that they have been in for years. There has been lots of play at the golf course. Ontario members and residents are coming over to play and they gained 15-16 new members. The golf course brings a lot of folks from Boise area. 30,000 rounds per year are played here. Historically families that started and keep the golf course going want it to be all inclusive to help families, children, women, etc. so have lots of programs tailored to them. The green fees are higher than Ontario's course was but much lower than the Boise area courses.

A Miracle Field update was given by Mayor Jeff Williams. The rubber surface was ordered, and the grand opening should be during the Killabrew Day in April. The project raised \$50,000-\$75,000. This is the only field like this in the Pacific NW – Scottsdale Arizona is the closest one to us.

Weiser – City Council member Layna Hafer talked about the Mayor and the economic development group. The city will be raising their electric rates 1st of March with a 5% usage rate increase. The economic development task force divided up into 3 areas to meet with businesses on the entry corridor – focused on beautification of entry. School district bond is coming up. Layna spent a day at a summit with a speaker that spoke about what will happen in Idaho in the future. Nationally and globally, Idaho will be left behind – we don't embrace diversity. How businesses are looking at the next generation, etc. Speaker is from Minnesota, maybe we can get him for 2016 breakfast speaker.

New Plymouth – Kit had received word that Alta Mesa was doing their final safety testing and that they planned to begin operations at the New Plymouth facility the latter part of April. The project has invested \$100 million in just over 4.5 years.

Fruitland – Mayor Ken Bishop updated the group on their Parks and Trails project. They applied for a grant for our trails for Crestview Park that would include a trail head. Mayor Bishop said that they have invested in our parks and trail plan and he is looking forward to getting it implemented. The city's wastewater treatment plant is about ½ way through construction. They are talking about mounting a Go Pro on top of crane and put video on website. Fruitland has their 1st publication of their quarterly newsletter. It is a partnership with other groups in Fruitland and they will be mailed out as well as on the website. Events in Fruitland are the beautification Apple Jam fund raiser. The group is identifying beautification projects to move forward. The Apple Jam will be held at the old school community center April 25th.

Payette County – Commissioner Carol Bruce talked about Tom Pence and the Spartan Race coming to the county. This is a big deal and they run races around the nation and world. She said that sometimes they have a film crew and it would air on ESPN. The event is scheduled for June. There is a developer who owns the property across the street from the Fire Station and he is looking at working on property. The Commissioner has been in communication with ITD about



the condition of US Highway 95 - chunks of pavement are coming out of road. She is pushing to get something going to upgrade it.

Washington county – none

Malheur County – none

Executive Director report – Please see attached handout. The calendar of activities are listed at the bottom of these minutes. Additionally, Kit handed out information on the REAP grant training with USDA and TVCC SBDC as well as the Idaho Rural Partnership's Community Review Project requests.

Round Table Discussion - Scott Masingill asked about the REAP grant and doing something at the golf course. Kit will send Don Hollis contact info to Scott. Councilwoman Charlotte said that Tori at Ontario City has info on their solar project at the golf course.

Payette Mayor Jeff Williams talked about SREDA promotions or a booth at Spartan race – It would be a great opportunity to market our area. Kit will check on cost and a possible partnership with Spartan.

Mike Hanigan thanked the City of Payette, saying that this was a beautiful venue for the meeting this morning. He also thanked Kit for her work. And he gave a hearty thank you to all the folks in the individual communities and coming together for the common good. He said that by looking for economic health and for new jobs and investment, we are planting trees that grow economic possibilities for the future.

The meeting adjourned at 8:07 am.

Respectfully submitted by Kit Kamo for Randy Griffin, Secretary

Calendar of EVENTS - SREDA activities (Black) Board (RED) Out of area travel (Purple)

- February 4 SREDA Monthly Meeting, Vale City Hall OR
- February 4-8 Pacific NW Sportsman Show – Portland
- February 16 Presidents day/Kit speaking at Kiwanis New Plymouth
- February 17 IEDA Legislative open house Boise 4:30 pm
- February 23 SREDA at Payette County Commissioners
- February 24 SREDA at Vale City Council
- February 26 SREDA presentation Woody Biomass, Emmett
- February 26 SREDA Main Street Tour of Idaho towns
- February 27 Western Treasure Valley Economic Breakfast 7 am
- March 2 SREDA at Payette City Council
- March 4 -- 7am SREDA Monthly Meeting, Payette Fire Station, Payette, Idaho
- March 5-9 Natural Products Show Team Oregon-Anaheim
- March 11 12:30-4:30 pm Idaho Commerce Forum, Caldwell
- March 13 10am-1pm GEODC Meeting, Ontario
- March 23 SREDA at Fruitland City Council 7 pm
- April 1st – 7 am SREDA Monthly Meeting, Neighborhood Coffee, Nyssa, Oregon



April 3 SREDA Planners State Meeting, Baker City

April 9-13 NRA Expo Nashville

April 20-21 Malheur County Budget Meetings

May 6th – 7 am SREDA Monthly Meeting, Zions Bank, Weiser, Idaho

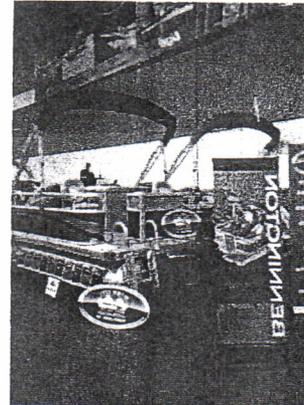
June 3 – 7 am SREDA Monthly Meeting, Four Rivers Cultural Center, Ontario, Oregon

All SREDA monthly meetings are open to the public*

Kit's March 4, 2015 report –

February was another busy month – we had follow up with Project Martin (fish farm) on the Oregon side and gathered data for the new Project Darkness (mushroom farm) on the Idaho side. Other projects worked on include: Project 78, Project Rod, and Project Pumpkin.

I attended the NW Pacific Sportsman Show in Portland. This was a bigger show than what the Salt Lake City Summer show is. I also met with a new company, Skout, interested in locally grown pumpkin seeds while there. During February, I met with the Idaho Legislature and other economic development folks in Boise. Also this past 30+ days I have had the opportunity to meet with several cities and New Plymouth Kiwanis updating them on Economic Development activities.



Ontario City Council



Nyssa City Council



Payette City Council w/girl scouts

Our Economic Breakfast on 2/27/2015 at the Clarion Inn, Ontario, had a great turn out and we received numerous positive comments. I, along with Marty Justus, toured the guest speaker around Idaho as she was unfamiliar with those towns.



Thank you to all who attended, supported and assisted in making this event successful!

Tomorrow I will be leaving for the Natural Products Show in Anaheim with Team Oregon. We will share a booth with other Oregon businesses and economic development personnel as well as an Oregon Reception at McCormick & Schmick's. I am scheduled to do a site visit at a company looking at moving to Oregon while I'm there.

April will be the NRA Expo in Nashville where Kristen and I will be attending – cost of show is free (with NRA membership) and our room is free. I have also been asked to speak on a P & Z panel in Baker City with the state.

In other news - We are updating the website (new logos for businesses and getting news items up), updating the SREDA membership pamphlet, & getting our appreciation plaques out.