

AGENDA
ONTARIO CITY COUNCIL - CITY OF ONTARIO, OREGON
Monday, April 1, 2013, 7:00 p.m., M.T.

- 1) **Call to order**
Roll Call: Norm Crume _____ Jackson Fox _____ Charlotte Fugate _____ Dan Jones _____
Larry Tuttle _____ Ron Verini _____

2) **Pledge of Allegiance**

This Agenda was posted on Wednesday, March 27, 2013, and a study session was held on Thursday, March 28, 2013. 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) **Executive Session**

- A) ORS 192.660(2)(a)

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

- A) Approval of Minutes for Council Meeting of 03/18/2013 1-8
B) Liquor License Application: Albertson's (Change of Ownership) 9
C) Social Gambling License Renewal: B.P.O. Elks Lodge #1690 10
D) Request for Special Permission to Connect to Sanitary Sewer: Bruce Erlebach 11-13
E) Approval of the Bills

6) **Department Head Updates: Thursday**

- 7) **Public Comments:** Citizens may address the Council on items not on the Agenda. Out of respect to the Council and others in attendance, please limit your comment to three (3) minutes. This time limit will be enforced. Please state your name and city of residence for the record.

8) **New Business**

- A) UbiquiTel Water Tower Lease Amendment No. 1 14-38

9) **Discussion Items: Thursday**

- A) \$5K Request for Poverty to Prosperity Project
B) Request for Funding: Snake River Transit (See Hand-out)
C) Liaison Appointments: Internal vs. External
D) 9-1-1
E) Evaluating Options for Facility Management: John Rimer

10) **Presentation**

- A) East Avenue Undercrossing Update: CH2MHill

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

12) **Adjourn**

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

**ONTARIO CITY COUNCIL MEETING MINUTES
March 18, 2013**

The regular meeting of the Ontario City Council was called to order by Council President Dan Jones at 7:00 p.m. on Monday, March 18, 2013, in the Council Chambers of City Hall. Council members present were Norm Crume, Jackson Fox, Charlotte Fugate, Dan Jones, Larry Tuttle, and Ron Verini.

Members of staff present were Jay Henry, Tori Barnett, Bob Walker, Larry Sullivan, Mark Alexander, Dan Shepard, and Jared Gammage. The meeting was recorded on tape, and the tapes are available at City Hall.

Larry Tuttle led everyone in the Pledge of Allegiance.

AGENDA

Ronald Verini moved, seconded by Charlotte Fugate, to adopt the Agenda as amended. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Tuttle-yes; Verini-yes. Motion carried 6/0/0.

CONSENT AGENDA

Ronald Verini moved, seconded by Charlotte Fugate, to approve Consent Agenda Item A: Approval of the Regular Minutes of 03/04/2013; Item B: Ordinance #2677-2013: An Ordinance Amending Ontario Municipal Code Title 6, Chapter 2, Section 19 Relating to Domestic Fowl (Final Reading); Item C: Liquor License Application: Matsy's Restaurant at Ontario Golf Club; and Item E [sic]: Approval of the Bills. Roll call vote: Crume-yes; Fox-no; Fugate-yes; Jones-yes; Tuttle-yes; Verini-yes. Motion carried 5/1/0.

PUBLIC COMMENTS

[Typed from written statement]

Charlene Pelland, Ontario, stated: *To all Members of the City Council, I attended your meeting last Monday and would like this letter read for public record. I wish to express my gratitude to Norm Crume for his excellent questions to the candidates for Mayor. I have some major concerns with the verbal and non-verbal communications from several members of the council. Councilmen Jones seemed very "put out" with the number and type of questions. His answers were curt, abrupt and with much annoyance. Councilmen Verini was very relaxed, articulated extremely well and it was very obvious to me that he is interested in the greater good of the Community. Councilmen Jones was adamant that the pool would need to be closed. Councilmen Verini stated that the Pool issue was about "Quality of Life". It scares me to think that someone can have that much negative power in this community. A young high school student spoke eloquently about the need for healing. This city is in need of gentle leadership, not "Professional Bullying". I couldn't help but notice that there was a tremendous amount of lack of eye contact with the audience from the three votes for Councilmen Jones. Councilmen Verini looked directly at the audience each question he answered. That speaks volumes to me about "Connecting with the Community". You seem to be at a stalemate right now, and I would strongly suggest that if you really want to see Ontario change for the better, move forward and not be an echo of our national government, that you reconsider your opinions, let go of your hidden agendas and do what is best for this community to put into position a person who has met with much adversity and ended up being voted "Business of the Year". Councilmen Verini has been able to put aside his own feelings and meet the needs of the Veteran Community. I personally would hope you put him in the position as mayor and expect the city council will do the right thing for the right reasons. Sincerely, Charlene Pelland, Ontario voter and supporter.*

Councilor Fox asked where Ms. Pelland was employed.

Ms. Pelland stated she did not work, she volunteered at the Veteran's Advocates of Ore-Ida.

Councilor Fox stated that Chevron had also been Business of the year.

[Typed from written statement]

Ruth Rolland, Ontario, stated: *I'm here to speak to the City Council tonight because I care about working people, and I care about fairness in government at every level of decision making. I believe the working people of Ontario need to be considered with respect, and should be treated fairly by the leaders of the City. This goes for all the working people of Ontario – teachers, forklift drivers, hardworking Moms, fathers and other care-givers, and – yes – also employees of the City – including Union as well as non-union. Fire, Police and Public Works are all essential to assure the City is secure, safe and a desirable place to live and work. Together they all make up many strong threads in the fabric of the City, and they all deserve respectful consideration of their value as citizens and part of this community. We are all human beings contributing each in our own way to the Community. And the community of Ontario itself only has value to the extent it provides for the needs and services which families and individuals care about – the reasons why each was drawn to be a part of the city. I'm speaking to support the City of Ontario Public Works employees, who believe that last October, the Council demonstrated disrespect for the reliable work they do to assure the most essential services to citizens and businesses – clean water, street maintenance, storm drains and sewer lines, winter snow removal, and more. City employees take their jobs seriously. They work to ensure that services to Ontario residents and businesses continue so reliably that they're easily taken for granted by pretty much everybody here. Last October, when the Council voted yes, to implement the city's unfair contract offer, these workers felt that the city council had no interest in dealing them a fair hand, and many of them feel like that was the Council's attitude from the very onset of those contract negotiations. They felt like they as human being were being taken for granted – being disrespected. These workers carrying informational picket signs this evening, outside City Hall, are seeking a solution to this problem from the City Council. That's why they are out there.*

Dirk DeBoer, Nyssa, stated: *I farm in Nyssa and Ontario. Riley and myself are very involved in the vocational incentive for Malheur County. For years and years, I always have said do not blame our school kids for the businesses. And so last year or the year before, they went to a vocational center in Wilder. There are five schools that combined for the vocational center. We've been working very hard to do this for Malheur County, with the cities of Vale, Nyssa, and Ontario. I think the three cities combined have enough students that we can have a professional school. We have been comfortable too long, and we have been so comfortable, and I hate to criticize it, but our schools have kind of become the home entertainment center, and we're not training for the businesses. A vocational school has to be hand in hand with the industry. A vocation school has to grow with the industry and say to the industry "what can we do for you so you'll hire our students?" And what you are doing, once you say that, you give that business better trained people for that business to be more profitable. We're not competing with, we're competing with the world. And if you don't believe that, just go to Wal-Mart and you'll find out that there is a world economy we're in, and we've got to train our kids. And when you have 60% of your kids that do not graduate because they don't see a light at the end of the tunnel, and it's time to change that, people, and you change that in junior high. And with a good vocation deal, those kids that are struggling, you can show them a car mechanic, or diesel mechanic, give those kids a light at the end of the tunnel, and that's where you have to go to, and we can do that. But, it takes effort from all of us. It could be difficult because there's a change, and change is sometimes hard to accept for most people. But, we're working hard on it, and we'll probably go to Salem to see if we can get some funds there, and I think this is terribly important. The industry itself, every year becomes more specialized. We sell, in this valley, over \$200M of onions, but we don't have a school that teaches kids how to drive a GPS tractor, and (something intelligible). We buy (???) that is mostly made in the packing sheds in foreign countries, and we don't have a school that teaches how to sensor or about the electric eye.*

Councilor Verini asked what they, as a city, could do to help. He knew they were out there pounding the bushes, trying to get money from Salem, trying to get the educators to work together, but could they come up with something they could do as a community.

Riley Hill, Ontario, stated: *as an update, they now had some industrial lands in the county brought in already, but that was short of what they wanted. They were still working on that. Every time Representative Bentz was in town, they met with him. They met with the superintendents every Wednesday morning from all three schools in the Treasure Valley. They were updating their plans and their drafts to get the state to sign off on the program. He personally spent at least 20 hours a week on this project, and they had now received endorsements from all three cities from the education districts, all of the cities and the community college had passed a resolution in support. There were also some businesses showing support, and the hospital would be passing a resolution soon. They were making progress, just not as fast as they wanted. The trouble they had was getting the sense of urgency out to all the parties. Bureaucracy moved slower. The urgency was that they had a representative that had some power over there right now, and there was the possibility of getting some plans through. One thing the Council could do was to keep talking about it at the Council meetings. Hopefully, it would make the press. The schools wanted to do it; it was just a matter of how fast. Thursday, he and Dirk were going to Salem to testify in front of committees about Poverty to Prosperity at the trade school. They were traveling on their own nickel; no one had given them anything. The other thing they needed was money, and the County had come across with \$5K, they had formed a 501(c)3 called "Malheur County – Poverty to Prosperity". The county said they would put \$5K in a kitty for them, to use for whatever – grant writing, secretarial work, etc. ESD stated they would come across with \$5K, so he was there to ask the City of Ontario for \$5K, too.*

Councilor Fox asked if it receiving the money was a time sensitive issue.

Mr. Hill stated it would be helpful to let them know that the community was behind their efforts, not just with a resolution, but with funding too.

Councilor Fox suggested giving them the \$5K.

Councilor Jones stated it would be added to the next agenda for discussion and/or action.

Councilor Verini stated it was a good idea, and Mr. Hill could let them know it would be discussed.

Mr. Hill stated he didn't see Dan Cummings there, who would have been there to discuss the TOT issue. He reminded the Council that the Public Works Committee's recommendation on that was to pay the TOT money back to Public Works.

OLD BUSINESS

Committee Appointments

Councilor Jones asked for clarification on how to proceed.

Larry Sullivan, City Attorney, stated each establishing ordinance stated the appointments would be made with the consent of Council. He suggested that if Councilor Jones had appointments he wanted approved by the Council, announce them by name and ask for Council consent.

Councilor Jones recommended Ed Susman for the Airport; himself for the Audit; Larry Tuttle to the Business Loan Fund; Stephen Meyer and Bob Quinn to the Budget Board...

Councilor Fugate asked who Stephen Meyers was.

Councilor Jones stated he was a long-standing Ontario resident who owned A-1 Lock and Key. His wife was an Ontario teacher. Continuing on, he named Ken Poole, Richard Watts, and Don Roumagoux to the Golf Committee; Ed Susman and Cindy McLeran to the Planning Commission; Mike Miller and Gerald Cowperthwait to the Public Works Committee, with Ron Cornmesser as an alternate, as he had a lot of knowledge and expertise he could offer the Committee; Greg Herrera to the Recreation Board; and Laura Davis and Bob Quinn to the Visitors and Conventions Bureau Board.

Councilor Jones stated to address some changes in the Councilor Liaison positions, he'd like Larry Tuttle to do it for the Public Works Committee, Norm Crume to the Police Board, he would take the Golf Board, and Charlotte would move to the Recreation Board. Everyone okay with those changes?

Councilor Verini stated he had no problems with any, however, when they stepped away on Thursday, there was still talk in the community with regard to the Public Works Committee. Maybe they could approve all but the PWC suggestions, and then discuss that tonight or at a later meeting. They had five letters submitted, and there might be other opinions.

Councilor Jones stated it was certainly open for discussion. Who would Councilor Verini like to see on the Public Works Committee?

Councilor Verini stated that Ron Cornmesser's resume was tremendous; Tom Frazier had been on the committee since the beginning, so there was history with him. Mike [Miller], he liked him for bringing new life to the committee; he hadn't had a chance to speak with Gerald Cowperthwait, but that recommendation was based on the strong need for a member from Heinz on the committee. He also hadn't had a chance to meet with Rick Conant.

Councilor Jones was suggesting that Mr. Cornmesser be named as an alternate, so he would be invited to attend, and could be appointed next year. Mike [Miller] had been in the community for a long time, and he had been urged to step forward. He didn't want to kick Mr. Miller to the curb, but wanted to welcome him in.

Councilor Verini agreed with placing Mr. Cornmesser as an alternate. He would have a say, but not a vote.

Councilor Jones agreed. Mr. Cornmesser could provide an opinion, with his expertise and resources.

Councilor Fox stated Tommy [Frazier] had served well, but he thought it shouldn't be Tom because he now worked for the city

as the FBO at the airport. He didn't want to chance a conflict, and Tom might feel the same way. He also knew Mike Miller, and he was a stand-up guy. Also, the Heinz guy would be great. The PWC always asked for opinions.

Councilor Crume stated if it was solely based on the resumes, he wanted Ron Cornmesser, but with Councilor Jones' idea of Ron being an alternate, that suited him fine. That would get his feet wet, and prepare him to be possibly appointed with next year's vacancies.

Mr. Sullivan stated in the nominations, they wanted Ron Cornmesser to be an alternate, but the establishing ordinance didn't state an alternate position was an option. By naming Ron, it wouldn't be binding that he be the next person on the committee. The meetings are all public, and everyone could attend, but he wouldn't have any other powers.

Jackson Fox moved, seconded by Ron Verini, to appoint Ed Susman to the Airport Board; Dan Jones to the Audit Committee; Bob Quinn and Stephen Meyer to the Budget Committee; Larry Tuttle to the Business Loan Fund Committee; Don Roumagoux, Ken Poole, and Richard Watts to the Golf Committee; Cindy McLeran and Ed Susman to the Planning Commission; Michael Miller and Gerald Cowperthwait to the Public Works Committee; Greg Herrera to the Recreation Board; and Bob Quinn and Laura Davis to the V&C Board. Expiration of terms will coincide with those established by ordinance for each Board. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Tuttle-yes; Verini-yes. Motion carried 6/0/0.

Ordinance #2675-2013: Amending OMC 3-11-4 re: TOT Distribution (1st Reading)

Larry Sullivan, City Attorney, stated the purpose of the proposed ordinance was to remedy the misallocation of the City's transient occupancy tax after July 1, 2003, by amending City Code Section 3-1-4.

Ordinance 2450-2000, enacted in the year 2000 and codified in City Code Section 3-11-4, provided that 52.5% of the proceeds from the City's Transient Occupancy Tax (TOT) was to be distributed to the City's Street Fund for street maintenance. Beginning with the 2003-2004 budget, the City allocated that percentage of the TOT to the General Fund instead of the Street Fund.

At the end of 2012, Finance Director Michael Long discovered the error and began making the correct allocation with TOT proceeds received after January 1, 2013. Ordinance No. 2675-2013 would amend Code Section 3-11-4 to remove the requirement that the City reimburse the Street Fund for any TOT misallocation before January 1, 2013. Unless City Code Section 3-11-4 was amended by the Council, it would be necessary for the city to reimburse the Street Fund in the amount of approximately \$2.4 million dollars.

Councilor Crume stated there had been some confusion on this. Was it correct or incorrect, that if the money was paid in installments, did it relieve the potential for a lawsuit?

Mr. Sullivan stated no, until it was paid in full, the city would be out of compliance.

Councilor Crume stated if they paid in installments, would it be out of compliance until paid in full.

Mr. Sullivan stated yes. The only way to be in compliance would be to pay back 100% now, or amend the ordinance. The proposed ordinance relieved the city of any financial obligation to repay. An option to repay over a period of time, as an alternative to the proposed ordinance, [Section 2], it was possible to adopt other language that would state the city was going to designate a certain amount of money to be repaid from the General Fund to the Streets Fund, originally allocated to General Fund, that would authorize the repaying and would comply with the ordinance. As long as the ordinance language stayed as it was, before any amendment, the city was out of compliance, unless it was paid in full immediately. The original ordinance was an ordinance that was approved by the Council, and the Council had to follow that ordinance. Once the Council amended an ordinance, it had to comply with the new ordinance, but was not out of compliance with the amended ordinance. The Council could rectify the non-compliance by amending the ordinance in any way they wanted.

Councilor Jones asked how many times an ordinance could be amended.

Mr. Sullivan stated they could amend an ordinance any time they wanted. However, every time they amended it, it created the possibility that the voters could ask for the change to be put on the ballot.

Councilor Crume stated, hypothetically, if the Council voted on the proposed ordinance, they were free and clear, but if they put in they would pay it back, it was legal, but they could be sued?

Mr. Sullivan stated there had to be a change to the ordinance, regardless of what they did. The Council could pass the proposed ordinance, and still come back with amendments in the future, which would legalize its activities, removing any legal obligation to repay. The Council could say they were going to take money previously budgeted to the General Fund and would create an

obligation to pay that into a different fund – that could be done without an ordinance, maybe by resolution. That would be a political decision, but it would no longer be vulnerable to a claim for an ordinance violation.

Councilor Fox asked who would be likely to sue, and how could they prove damages?

Mr. Sullivan stated they couldn't sue for damages, paying out, due to a breach of an ordinance, but they could ask the Circuit Court to impose liability on the city to repay the money, if the ordinance wasn't amended first. They could get a Declaratory Judgment that the city had a legal obligation to repay the \$2.4M immediately.

Charlotte Fugate moved, seconded by Ron Verini, to approve a first reading of Ordinance No. 2675-2013, AN ORDINANCE AMENDING CITY CODE SECTION 3-11-4 AS TO THE DISTRIBUTION OF THE PROCEEDS FROM THE TRANSIENT OCCUPANCY TAX.

Councilor Tuttle stated the money wasn't given to the Street Fund, and they were therefore shorted. The city needed to fix that. They didn't have a great legal exposure, and when they had a budget meeting, it could be discussed then. They needed to have a repayment structure set up, and to follow the ordinance. They were not going to forget the \$2.4M; however, the timing and duration of payback could be discussed.

Councilor Fox agreed. By not passing the ordinance, it could be reviewed during budget. There was not a lot of exposure, and it was the right thing to do. It would rebuild the public's trust that the Council was trying to do the right thing, and in staff, too.

Councilor Crume stated that was correct, the money was dedicated to streets, but the error wasn't committed by anyone still on staff. He wanted the money paid back, and the streets needed it. However, the only logical way presented was through the General Fund. To help everyone understand, to straighten out the budget, as of January 1st, the General Fund was no longer receiving approximately \$300K per year that everyone in the city used. All the tax payers used it. The question was how to move forward without that money. There was no extra money to go around. This budget cycle ending in May, [sic] they would fall short \$150K for the 2-year prior budget. The Union contracts cost more, the police no longer had a Captain and was missing two Patrol Officers, there was no Gang Officer, and the Fire Department no longer had a Deputy Chief. He just didn't see how they could move forward logically, sensibly, for everyone in the community to have to pay it back from the General Fund. It just wasn't there. Those funds had been coming in for four years, and it would total about \$550K a year that would be lost from the General Fund. He didn't know how they'd survive on that much less. He was willing to listen to any ideas about a payback. He thought they could use money from the Idaho Power franchise fees off the first data center, but it wasn't there yet, but it was at least a viable alternative. He agreed with paying it back, but to do it sensibly. The police force had a lot of extra duties, and they were not able to patrol like they should. That was due to fewer patrolmen in the department. If they paid it back, it would be even fewer than there were now. The streets needed money, but he didn't want to hamper the city's ability to serve and protect. They needed to move this forward, and find, at a later date, an equitable way to pay it back

Councilor Verini stated that Councilor Crume had come up with many of the reasons why he was in favor of passing the proposed motion, but another was public health. Water, sewer, etc. were areas that needed to be considered, too. If they passed the proposed ordinance, they, as a Council, could take into consideration that when there was a need for funds for streets, they wouldn't withhold money from General Fund, especially if it was there to make the fix. One person who had not joined the fray of discussion was the Public Works Director. Maybe hearing from him, seeing what his needs were, in moving towards the future, might help.

Mr. Henry didn't want a department head getting in the middle of a 3-3 split. He would be glad to answer questions instead of the Public Works Director.

Councilor Fox stated this discussion was for Council only.

Motion on the floor:

Charlotte Fugate moved, seconded by Ron Verini, to approve a first reading of **Ordinance No. 2675-2013, AN ORDINANCE AMENDING CITY CODE SECTION 3-11-4 AS TO THE DISTRIBUTION OF THE PROCEEDS FROM THE TRANSIENT OCCUPANCY TAX.** Roll call vote: Crume-yes; Fox-no; Fugate-yes; Jones-no; Tuttle-yes; Verini-no. Motion died 3/3/0.

Councilor Jones asked for the next step. Did this action stay under Old Business until settled?

Mr. Sullivan stated there was no obligation to do that, unless the motion would be to pay it back immediately. If there was a consensus on how to amend the ordinance in order to remove liability from the city, they could bring back a redraft of the ordinance that would relieve the city of the liability.

Councilor Jones stated he'd like a payment plan in place before budget discussions began, so the committee would have parameters. The Council had the ability to make the decision on a repayment plan before budget.

Councilor Fugate asked the Finance Director to bring a spreadsheet showing the impact regarding repayment. He brought back what he estimated for income, but not the impact of the \$2.4M gone from the General Fund. She never had a clear picture of the General Fund taking a hit.

Councilor Jones stated the budget was set until June 30th. They wouldn't have that number until they went through the budget process. If it was the consensus of the Council, it could be discussed during the budget meetings. It would be hard to show the impact, but Mike [Long] had shown the impact to contingency.

Councilor Fugate disagreed – it spoke of estimated revenues.

Councilor Jones stated it gave a performa on revenues.

Councilor Fugate stated it was a budget issue, and the Budget Committee should be involved with the TOT discussion.

Councilor Fox stated they were both correct. She asked for a document from the Finance Director, but Councilor Jones was right too, because Councilor Verini wanted the vote. That might be why Mr. Long hadn't come back with what Councilor Fugate wanted. They needed to look at the entire picture of the whole impact to the General Fund.

Mr. Sullivan stated although no one could predict if the city would be sued, until they amended the ordinance, the city was exposed to liability. The Council might think the likelihood was small, but the city was out of compliance until the ordinance was amended. The language wouldn't prevent the Council from having the discussion, but it would remove liability from the table while having those discussions. If the Council still felt the money in the General Fund needed to be redirected over a period of years, the Council could do that without an amendment. The Council always had that freedom to shift money from General Fund to the Streets Fund, as long as budget procedures were followed.

Councilor Jones stated that was what got them in trouble to begin with. He suggested the City Manager ask the Finance Director to provide a more detailed outline of the impact to the General Fund with a 7-year payback. Assuming the budget would begin in May, there were two Council meetings in April, so have the Finance Director bring a detailed outline of the impact of the 7-year term to pay it back to the Streets.

Mr. Sullivan stated the Council could reach a consensus and take action for repayment, but having the ordinance removed liability from the city. There was nothing in the ordinance that would tie the Council's hands about allocating future funds that were going into the General Fund into the Streets Fund.

Councilor Fugate stated they should be listening to the City Attorney. She didn't want the city liable, when it was something they could fix by passing an ordinance. Why were they taking a chance on getting sued?

Councilor Jones asked if she was willing to accept an ordinance with a 7-year payment plan.

Councilor Fugate replied no.

Councilor Jones stated then the ordinance would fail.

Councilor Fox agreed with Councilor Jones's assessment. The Finance Director would be getting the impact to them before they had to make the repayment decision. Then they would get with the City Attorney to write the ordinance.

NEW BUSINESS

Resolution #2013-106: Request Change in Boundary of Malheur County Enterprise Zone

Ron Verini moved, seconded by Jackson Fox, that the City Council adopt Resolution #2013-106, A RESOLUTION OF THE CITY COUNCIL OF ONTARIO, OREGON, REQUESTING A CHANGE IN THE BOUNDARY OF THE MALHEUR COUNTY ENTERPRISE ZONE. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Tuttle-yes; Verini-yes. Motion carried 6/0/0.

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Councilor Fox stated in regards to last Monday's meeting, Councilor Crume held a debate, and while he hadn't minded him changing his mind on the vote, if they were going to have a debate, maybe they could have divided up the questions, to make it more level. He felt like it was jammed down their throats, like a former Mayor used to do.

Councilor Crume responded that first, the Thursday before last Monday, he mentioned to both candidates for Mayor that he would be doing an "RFQ". Neither person new the questions beforehand. He picked them up off the internet. Neither ran for Mayor, they had run for Council. The position of Mayor was different, with different qualifications. Also, there were rumors that he had cheated and had given Councilor Verini the questions ahead of time, and that absolutely had not happened. Neither knew the questions ahead of time, and it was totally about getting qualifications for Mayor.

- Councilor Jones stated he could not make the Work Session on the 28th. He could, however, be back by 5:00 p.m. that day, if they needed to even have the session. He could have Councilor Verini run the meeting. It was up to the Council. Three options before them – not have the Work Session, have the Work Session without him, or have the Work Session at 5:00 p.m.

Council consensus to have the Work Session on Thursday, March 28th, beginning at 5:00 p.m.

- Councilor Fugate asked why there would be no more open comments at the Work Session.

Councilor Jones stated because it was the Work Session.

Councilor Fugate stated people came in make comments, and they could talk back and forth, which was not allowed at the Council meeting. They received more input from the community at the Thursday meetings.

Councilor Jones stated they could meet in in the middle. They could take public input for things on the Agenda during the Work Session. He was just trying to shorten up the Work Sessions.

Councilor Crume stated he was amazed to see that on there. He hadn't been asked about changing the format, so how did that change occur? He also didn't want to spend more time than necessary, but they were there for the public, and they needed to make themselves available, no matter how long it took. Why was it changed without any Council input?

Councilor Jones stated he had spoken with the City Manager and the City Recorder, and asked to make the change to make the meetings more efficient.

Councilor Crume stated his appreciation for what Councilor Jones was doing, but he would have liked to have input.

Councilor Tuttle disagreed that they needed to listen to everything from everyone. There was a time on the Agenda for discussion, so if someone wanted to speak, then let them. But, keep it to the three [3] minutes. Just to say anyone can say anything at any time, he was opposed to.

Councilor Crume stated that wasn't what he meant, either. It was no different than a staff member bringing something forward to the Council.

Councilor Tuttle stated if a presentation was being made, it would be on the Agenda. The Agenda was set on Tuesday, and that was the Agenda they should follow.

Councilor Fox agreed. Keep to the items on the Agenda. The Charter was set up for people to bring issue to a Councilor. He had had enough of the five hour meetings discussing things not on the agenda. He didn't want to spend until midnight here.

Councilor Verini stated it was important to listen to what the citizens had to say, on the Agenda or not. They could cut the comments down to a reasonable time limit. Some in the audience wanted to express a problem with the Council or the city, but were not on the Agenda, and it was important for them to talk, and for the Council to listen. Council wasn't the only body who set the Agenda, the citizens did as well. There should be a respect for something that was very serious that came before the Council, without cutting someone off because of a time limit. There needed to be flexibility, with some limitations.

Councilor Tuttle didn't argue about listening to the people. He was specifically discussing the Work Session. If it was something to the matter being discussed, fine. Everyone had the chance to stand up and be heard. He was just trying to shorten up the Work Sessions. He wasn't trying to cut public comment, but come on the Agenda at a regular meeting.

Councilor Verini stated both were public meetings. Sometimes it was refreshing to discuss things at a Work Session without jamming up the Monday meetings. In either case, the public comments were very important.

Councilor Jones stated if the Council wanted them, they could go back on. Just stick to the Agenda, and handle in a timely manner.

Consensus to put comments back on the Agenda.

- Councilor Jones voiced his apologies to both Mr. Hill and Mr. DeBoer on the Poverty to Prosperity funds request, but he wanted to wait until the 28th work session to discuss it.
- Councilor Jones asked that the Mayor appointment be on the next Agenda.

EXECUTIVE SESSION

ORS 192.660(2)(a)

An executive session was called at 8:33 pm under provisions of ORS 192.660(2)(a) to consider employment of an officer, employee, staff member, or agent. The Council reconvened into regular session at 9:52 pm.

ADJOURN

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

APPROVED:

ATTEST:

Dan Jones, Council President

Tori Barnett, MMC, City Recorder

CONSENT AGENDA
APRIL 1, 2013

TO: Mayor and City Council

FROM: Mark Alexander, Police Chief

THROUGH: Jay Henry, City Manager

SUBJECT: LIQUOR LICENSE APPLICATION
Change of Ownership / Off-Premises Sales

DATE: March 25, 2013

SUMMARY:

Albertson's LLC is applying for Change of Ownership Off-Premises Sales liquor license privilege through the Oregon Liquor Control Commission for Albertson's #131 located at 1420 West Park Plaza, Ontario, Oregon.

All necessary paperwork has been approved through OLCC office and is awaiting approval through the Ontario City Council.

BACKGROUND:

Criminal Record process was completed on all Albertson's LLC officers. All records returned clear. The application forms have been filled out appropriately and required fees have been paid. All Permit requirements have been met.

Albertson's LLC was licensed under the name, New Albertson's Inc. Albertson's LLC is applying for Change of Ownership and Off-Premises Sales for this location and will operate under the business name Albertson #131.

RECOMMENDATION:

I have completed a review of this application information in accordance with the City of Ontario's ordinance regulating this license. I recommend that we approve the application for Change of Ownership / Off-Premises Sales license for Albertson's LLC (dba) Albertson's #131.

CONSENT AGENDA

April 1, 2013

TO: Mayor and City Council

FROM: Mark Alexander, Police Chief

THROUGH: Jay Henry, City Manager

SUBJECT: SOCIAL GAMBLING LICENSE RENEWAL – B.P.O. ELKS LODGE NO. 1690

DATE: March 22, 2013

SUMMARY:

The Ontario Elks Lodge No. 1690 has applied for an annual Social Gambling License. Backgrounds on the Board of Directors, Managers, and Corporate Officers were completed and passed. All requirements have been met and the application fee has been paid.

PREVIOUS COUNCIL ACTION:

After the establishment of Ordinance 1910, in October of 1978, the Ontario Elks Lodge No. 1690 applied for and received a Social Gambling License from the City of Ontario. Their last license was issued on December 1, 2009 and expired November 30, 2010. At that point they chose not to renew until this year.

BACKGROUND:

The Ontario Police Department did not have issues with the Ontario Elks Lodge No. 1690 when they held a Social Gambling License in past years.

RECOMMENDATION:

I have completed a review of this application information in accordance with the City of Ontario's ordinance regulating this license. I recommend that we issue the Social Gambling License for B.P.O. Elks Ontario Lodge No. 1690. This license will be validated April 1, 2013 through March 31, 2014.

CONSENT AGENDA

April 1, 2013

TO: Mayor and City Council

FROM: Dan Shepard, Engineering Technician III

THROUGH: Bob Walker, Public Works Director

SUBJECT: REQUEST FOR SPECIAL PERMISSION TO CONNECT TO SANITARY SEWER

DATE: March 25, 2013

SUMMARY:

- Exhibit "A" – Subject Property

Bruce Erlebach, who has power of attorney for his father's property at 1500 Crest Way, is requesting special permission from the City Council to connect the property to the City of Ontario sanitary sewer main. The main is in Crest Way, along the property's frontage. The septic system is failing and Malheur County Environmental will not issue a permit to repair the system because they are located within 300 feet of a municipal sewer main. The property itself is owned by Harry D. Erlebach Rev Trust

PREVIOUS COUNCIL ACTION:

None.

PROBLEM DISCUSSION:

The property on Crest Way is located within 300 feet of the City of Ontario's sanitary sewer main. Oregon Department of Environmental Quality regulations do not allow Malheur County Environmental to issue a permit to fix or construct a septic system if the lot is within 300 feet of a public sewer system. Ontario Municipal Code, Title 8, Chapter 7, Section 8-7-4(M) states "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." Previous requests to connect from properties outside the city limits have been required by City Council to annex if their property is contiguous to city limits. The property is contiguous to city limits and therefore able to annex.

City staff is currently working to have a neighborhood meeting for the Horning Way and Crest Way property owners to determine how many favor annexing as a group. As a condition to allowing Bruce Erlebach to connect to the city sanitary sewer, staff recommends that he sign a consent to annex when either an annexation for the Horning Way and Crest Way area takes place. If no agreement to annex the Horning Way and Crest Way area can be reached, Bruce Erlebach agrees to annex immediately.

FINANCIAL IMPLICATIONS:

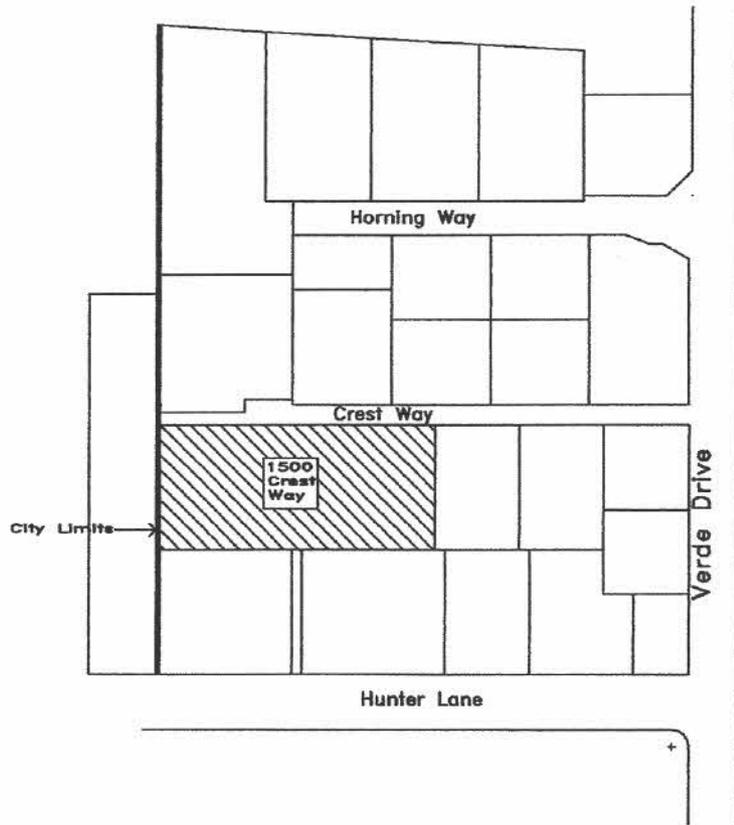
There are no financial obligations for the City of Ontario.

ALTERNATIVE:

The Council could choose to deny the request to connect.

RECOMMENDATION:

Staff recommends granting permission for Mr. Erlebach to connect to the City's municipal sewer system.



Request to Connect to sanitary
sewer outside city limits
Bruce Erlebach
1500 Crest Way

Location Map

AGENDA REPORT

April 1, 2013

TO: Mayor and City Council

FROM: Larry Sullivan, City Attorney

THROUGH: Jay Henry, City Manager

SUBJECT: UBIQUITEL WATER TOWER LEASE AMENDMENT NO. 1

DATE: March 25, 2013

SUMMARY:

Attached are the following documents:

- 2002 UbiquiTel “Water Tower Lease With Option”
- Amendment No. 1 to Lease

PRIOR COUNCIL ACTION:

March 4, 2013 City Council postponed further discussion pending a recommendation by the Public Works Committee.

BACKGROUND:

At the Public Works Committee meeting on March 21, 2013, the Committee reaffirmed its previous recommendation to the Council that the real property containing the water tower be sold to reimburse the City for the cost of acquiring the new City shop building. It took no position on the proposed UbiquiTel lease, because the Committee members had no information as to the effect that the lease would have on the City’s ability to market the real property for sale.

The current lease will terminate on June 30, 2013. The City’s options include: 1) Allow the lease to terminate and market the property without the lease; 2) Enter into the lease and market the property with the lease in place; 3) Negotiate for a shorter lease with Ubiquitel (such as a short-term one year renewal of the existing lease with the old rent) while marketing the property; or 4) Allow the lease to expire, remove the tower, and market the real property without the tower. The tower could potentially be sold for scrap under this option, with the purchaser of the scrap paying the cost of removing the tower. Otherwise, under the 4th option, it would have to be removed at the City’s expense.

As noted in the previous staff report, the lessee’s proposed lease extension includes an \$647 rent increase for the first year over the current lease, to \$1,500 per month, with 3% annual increases. The

lease is a five-year lease, with optional renewals by the lessee for three more five-year terms, for a total of twenty years. If the City enters into the UbiquiTel lease, it will gross \$95,564.44 in rent during the first five years. If the lease goes the full 20 years, the City will gross \$483,667 in rent.

In a formal appraisal done for the City by R. W. "Wayne" McConnell in April, 2012, the water tower parcel was appraised. That appraisal was discussed with the Council in executive session at that time. If the Council wants to review that appraisal in determining whether to market the water tower property, it may do so in either open session or executive session under real property negotiations.

RECOMMENDATION:

Staff recommends that the Council approve the UbiquiTel, Inc. lease amendment.

MOTION:

I move that the Mayor and City Council approve Amendment No. 1 to the water tower lease with UbiquiTel, Inc.

To Tenant: Sprint/Nextel Property Services
Sprint Site ID: SL03UB621
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to: Sprint/Nextel Law Department
Sprint Site ID: SL03UB621
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney

6. **General Terms and Conditions.**

a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

SIGNATURES ON FOLLOWING PAGE

The parties have executed this Amendment as of the Effective Date.

Landlord:
City of Ontario

Tenant:
UbiquiTel

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____
(Date must be completed)

Date: _____
(Date must be completed)



1256 Exchange Street
Boise, Idaho 83716

July 1, 2003

Dawn Eden
Public Works Department
City of Ontario
444 SW 4th Street
Ontario, Oregon 97914

RE: UbiquiTel Site SL03UB621 - Ontario Water Tank
Site Address: 44 NE 3rd, Ontario, OR 97914

Dear Dawn:

Enclosed please find copies of the Water Tower Lease, Certificate of Liability Insurance, and Tenant Rent Commencement Notification. As specified in the lease, monthly rent payments will commence on the construction start date. *The construction start date is June 23, 2003.* Leasing documents have been forwarded to corporate for payment.

*Sys Contract
→ June 23, 03*

Dawn, if you have any questions or concerns, please do not hesitate to contact me at (208) 385-0441 #110.

Sincerely,

Debra L. Christian
Real Estate Coordinator

*5% Annual Increase
July 1 each year*

Enclosures

Water Tower Lease With Option

THIS WATER TOWER LEASE AGREEMENT (this "Lease") is effective this 1st day of NOVEMBER, 2002, between City of Ontario, a municipal corporation, ("Landlord"), and UbiquiTel, Inc., an Idaho corporation, ("Tenant").

1. **Term.** The initial term of this Lease shall be five (5) years commencing upon construction start date and terminating at Midnight on the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred.

2. **Permitted Use.** The Premises may be used by Tenant for, among other things, the transmission and reception of radio communication signals and for the construction, maintenance, repair or replacement of related facilities, including six antennas to be placed on the water tower, equipment or buildings and related activities, occupying no more than 200 square feet of ground space at a location under the water tower to be designated by Landlord. Tenant shall obtain, at Tenant's expense, all licenses and permits required for Tenant's use of the Premises from all (the "Governmental Approvals") and may (prior to or after the Commencement Date) obtain a title report, perform surveys, soils tests, and other engineering procedures on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations and Governmental Approvals. Landlord agrees to reasonably cooperate with Tenant (at no cost to Landlord), where required, to perform such procedures or obtain Governmental Approvals; provided, however, that such cooperation does not imply, nor may it be construed to imply, that Landlord gives its prior approval to or guarantees the approval of any application submitted by Tenant. If necessary, Tenant has the right to immediately terminate this Lease if Tenant notifies Landlord of unacceptable results of any title report or of the survey or soils tests.

3. Rent

(a) Tenant shall pay Landlord, as Rent, Five Hundred Fifty and no/100 dollars per month ("Rent"). Rent shall be payable on the fifth day of the month of the Commencement Date (the "Payment Date"), and on the fifth day of each month thereafter in advance, to City of Ontario at Landlord's address specified in Section 12 below. For the purpose of this Lease, all references to "month" shall be deemed to refer to a calendar month. If the Commencement Date does not fall on the Payment Date, then Rent for the period from the Commencement Date to the next following Payment Date shall be prorated based on the actual number of days from the Commencement Date to the Payment Date.

(b) The monthly rent shall be subject to annual increase of five percent (5%); such increase shall take effect on the anniversary date of the Commencement Date.

(c) If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant, and all prepaid Rents shall be refunded to Tenant.

4. Renewal. Tenant shall have the right to extend this Lease for one (1) additional, five (5)-year term ("Renewal Term"). The Renewal Term shall be on the same terms and conditions as set forth herein, except that after the completion of the tenth (10th) year Landlord shall have the right to give Tenant a notice to vacate the Lease Premise and remove all its equipment and improvements within one year from date of notice.

This Lease shall automatically renew for the successive Renewal Term unless Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the term.

If Tenant shall lawfully remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

5. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or tenants or licensees of Landlord, with rights to the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use, any portion of Landlord's properties in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon written notice.

6. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities, including without limitation six radio transmitting and receiving antennas, and an electronic equipment shelter (collectively the "Antenna Facilities"). The Antenna Facilities shall be initially configured generally as set forth in Exhibit C. Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities upon termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence which may be built within the perimeter of Landlord's existing fence, limited to the immediate vicinity of Tenant's Facilities and related equipment area. Any other means of restricting access shall require the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed.

(c) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of

emergency power generators). Tenant shall, wherever practicable, install separate meters for utilities used on the Property. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use and Tenant shall in such case indemnify and hold Landlord harmless from any interruption of such utility service which is caused by Tenant, its agents and employees. Landlord shall diligently correct any variation, interruption or failure of utility service which variation, interruption or failure was caused by the Landlord.

(d) As partial consideration for rent paid under this Lease, Landlord hereby grants Tenant an easement ("Easement") for ingress, egress, and access to the Premises adequate to install and maintain utilities and to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon prior written notice, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall have the same term as this Lease.

(e) Tenant shall have twenty-four (24)-hours-a-day, seven (7)-days-a-week access to the Premises subject to the normal route of ingress and egress through the entry gate to the property and subject to applicable security measures at the entry gate in effect, from time to time, at all times during the term of this Lease and any Renewal Term. Tenant shall notify the Ontario Police Department prior to accessing the Antenna Facilities.

(f) Landlord shall not be liable for damage to the Antenna Facilities as may result during Landlord's routine maintenance of the water tower and related grounds, except to the extent the same may be caused by the gross negligence or the intentional act or omission of Landlord, its employees, servants, agents, invitees, or any other party for whom Landlord may be responsible. Landlord shall provide Tenant with reasonable and sufficient prior notice of Landlord's maintenance of the water tower and related grounds.

(g) Tenant agrees that any attachments to the tank, piping, or tower legs will be by construction methods other than welding, and that such attachments and/or construction methods will not interfere with the operation and/or structural integrity of the tank, piping, or tower legs.

(h) Prior to commencing construction of Tenant Facilities, Tenant shall obtain Landlord's approval of Tenant's work plans. Landlord shall not be entitled to receive any additional consideration in exchange for giving its approval of Tenant's plans.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord for failure to cure a material default for payment of amounts due under this Lease within that thirty (30)-day period;

(b) upon thirty (30) days' written notice by either party if the other party defaults and fails to cure such default within that thirty (30)-day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30)-day period;

(c) upon ninety (90) days' written notice by Tenant, if it is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the construction and/or operation of the Antenna Facilities or Tenant's business;

(d) upon ninety (90) days' written notice by Tenant if the Premises are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(e) immediately upon written notice if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any unused Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all additional Rent shall abate until the Premises and/or Antenna Facilities are restored to the condition sufficient to allow Tenant's reasonable use of the Premises;

(f) at the time title of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

(g) If Tenant shall:

(i) admit in writing its inability to pay its debts as they become due; or
(ii) file a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the bankruptcy act as now or in the future amended, or file a pleading asking for relief; or

(iii) make an assignment for the benefit of creditors; or
(iv) consent to the appointment of a trustee or receiver for all or a major portion of its property; or
(v) be finally adjudicated as bankrupt or insolvent under any federal or state law; or

(vi) allow the entry of a final and nonappealable court order under any federal or state law appointing a receiver or trustee for all or a major part of its property, or ordering the windup or liquidation of its affairs, or approving a petition filed against it under the bankruptcy act, as now or in the future amended, which order, if not consented to by it, shall not be vacated, denied, set aside or stayed within thirty (30) days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(vii) allow a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and the writ or warrant of attachment or any similar process shall not be contested, stayed, or shall not be released within thirty (30) days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

9. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Building. In the event that Landlord fails to pay said real property taxes, then Tenant shall have the right to pay said taxes and deduct them from Rent amounts due under this agreement.

10. Insurance and Subrogation.

(a) Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$1,000,000 for personal injury or death and \$200,000 for property damage or any damages other than personal injury and name Landlord as an additional insured on the policy or policies. Tenant agrees to provide increased insurance coverage consistent with increased coverage required by OREGON TORT CLAIMS ACT as it may be amended from time to time during the term of this Lease or any Renewal Term of this Lease. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

11. Hold Harmless. Tenant agrees to hold Landlord harmless from third party claims or damages or claims or damages of the Landlord arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the gross negligence or intentional acts of Landlord, its employees, agents or independent contractors.

12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Tenant, to:
Ubiquitel Leasing
AND Property Management
One West Elm St
Suite 400
Conshohocken, PA 19428

with a copy to:
Ubiquitel
ATTN: Vice President / General Counsel
One West Elm St
Suite 400
Conshohocken, PA 19428

If to Landlord to:
City Manager
City of Ontario
444 S. W. 4th Street
Ontario, OR 97914
Phone: (541) 881-3223
Fax: (541) 889-7121

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Premises free and clear of any liens or mortgages, except those disclosed to Tenant which will not interfere with Tenant's rights or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Tenant represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in attached Exhibit D). Landlord represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that the Property is free of Hazardous Substance (as defined in attached Exhibit D) to the best of Landlord's knowledge as of the date of this Lease.

Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, not caused solely by Tenant, Tenant's suppliers, employees, or agents, that have occurred or which may occur on the Property.

Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Landlord may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or release into the environment arising solely from Tenant's or, Tenant's suppliers, employees, or agents activities on the Property.

Landlord agrees to defend, indemnify and hold Tenant harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Tenant may suffer due to the existence or discovery of any Hazardous Substance on the property or the migration of any Hazardous Substance to other properties or released into the environment, that relate to or arise from Landlord's activities during this Lease and from all activities on the Property prior to the commencement of this Lease.

The indemnifications in this section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

15. Assignment. Tenant may not assign, sublease or otherwise transfer all or any part of its interest in this Lease, or in the Premises without the prior written consent of Landlord, said consent not to be unreasonably withheld or delayed; provided, however, that Tenant may assign or otherwise transfer upon notice but without consent such interest to its parent company, any

subsidiary or affiliate or to any successor-in-interest or entity acquiring a controlling interest in its stock or assets. Tenant shall supply Landlord with any and all documents reasonably deemed necessary by Landlord to evaluate any proposed non-affiliated Transfer at least thirty (30) days in advance of Tenant's proposed Transfer date."

16. Successors and Assigns. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Mediation and Arbitration. If any dispute or claim on law or equity arises out of the Lease, Tenant and landlord agree in good faith to attempt to settle such dispute or claim by mediation under the Commercial Mediation rules of the American Arbitration Association. If such mediation is not successful in resolving such dispute or claim, then such dispute or claim shall be decided by neutral binding arbitration before a single arbitrator in accordance with the Commercial Arbitration rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Lender the right for Thirty (30) days from termination of this Lease to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Lender's sole discretion and without Landlord's consent.

19. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(e) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form as attached in Exhibit E) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties intend that the provisions of this Lease be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(i) The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Premises and shall become effective only upon execution by both Tenant and Landlord.

(j) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(k) The parties understand and acknowledge that Exhibit A (the legal description of the Property), Exhibit B (the Premises location within the Property) and Exhibit C (the site plan) are attached to this Lease in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, B and/or C, as the case may be, which are attached hereto in preliminary form, will be replaced by Lessee with such final, more complete exhibit(s). Such final exhibits shall require Lessor's approval, which approval shall not be unreasonably delayed or withheld.

The Execution Date of this Lease is the 7th day of OCTOBER, 2002.

LANDLORD: City of Ontario

By: LeRoy Cammack
LeRoy Cammack, Mayor

Attested By: Tori Ankrum
Tori Ankrum, City Recorder

TENANT:

By: Jim Ames
Its: DIRECTOR

STATE OF OREGON)
)ss.
County of Malheur)

On this 14th day of October, 2002, before me Shannon C. Aguiar, a notary public in and for said State, personally appeared LeRoy Cammack, known or identified to me to be the Mayor of City of Ontario, the municipal corporation that executed the within instrument or the person who executed the instrument on behalf of said municipal corporation and acknowledged to me that such municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

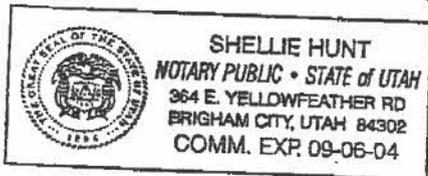


Shannon C. Aguiar
NOTARY PUBLIC in and for the
State of OREGON.
My commission expires 2/26/04.

STATE OF Utah)
)ss.
County of Box Elder)

On this 4th day of September, 2002, before me Shellie Hunt, a notary public in and for said State, personally appeared Jim Ames, known or identified to me to be the Director of UbiquiTel, Inc., an Delaware corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Shellie Hunt
NOTARY PUBLIC in and for the
State of Utah
My commission expires 9-6-04.

EXHIBIT A

Legal Description

To the Water Tower Lease with Option dated this 7th day of NOVEMBER, 2002,
between City of Ontario, as Landlord, and UbiquiTel, Inc., as Tenant

The Property is legally described as follows:

Land in the CITY OF ONTARIO, Malheur County, Oregon, according to Wilson's
Supplemental Plat thereof, as follows:

In Block 155: Lot(s) 10, 11, 12, 13, 20, 21, 22, 23, 24, 25, and 26.

EXHIBIT B

To the Water Tower Lease with Option dated this 7th day of OCTOBER,
2002, between City of Ontario, as Landlord, and UbiquiTel, Inc., as Tenant.

The location of the Premises within the Property is more particularly described or depicted
as follows:

SITE PLAN ATTACHED IS MADE A PART OF
THIS AGREEMENT

(Attach a copy of the site plan showing the location of the equipment to be installed)

EXHIBIT C

To the Water Tower Lease dated this 7th day of OCTOBER, 2002, between City of Ontario, as Landlord, and UbiquiTel, Inc., as Tenant.

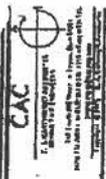
Conceptual Site Plan and Equipment

Equipment Schedule

The installation may include the following:

(Attach list of equipment to be installed)

Ubiquiti
 Sprint PCS
 Network Partner
 88 SOUTH MAIN ST
 BRIGHAM CITY, UT 842
 TEL: 435-734-1188
 FAX: 435-734-1191



APPROVALS

DESIGNER	
CHECKER	
ENGINEER	
ARCHITECT	
PROPERTY	
OWNER	
CONTRACTOR	
SPECTOR	

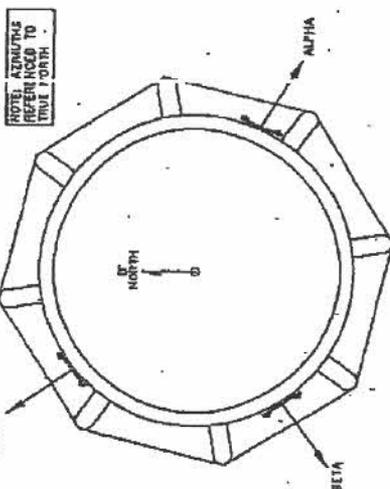
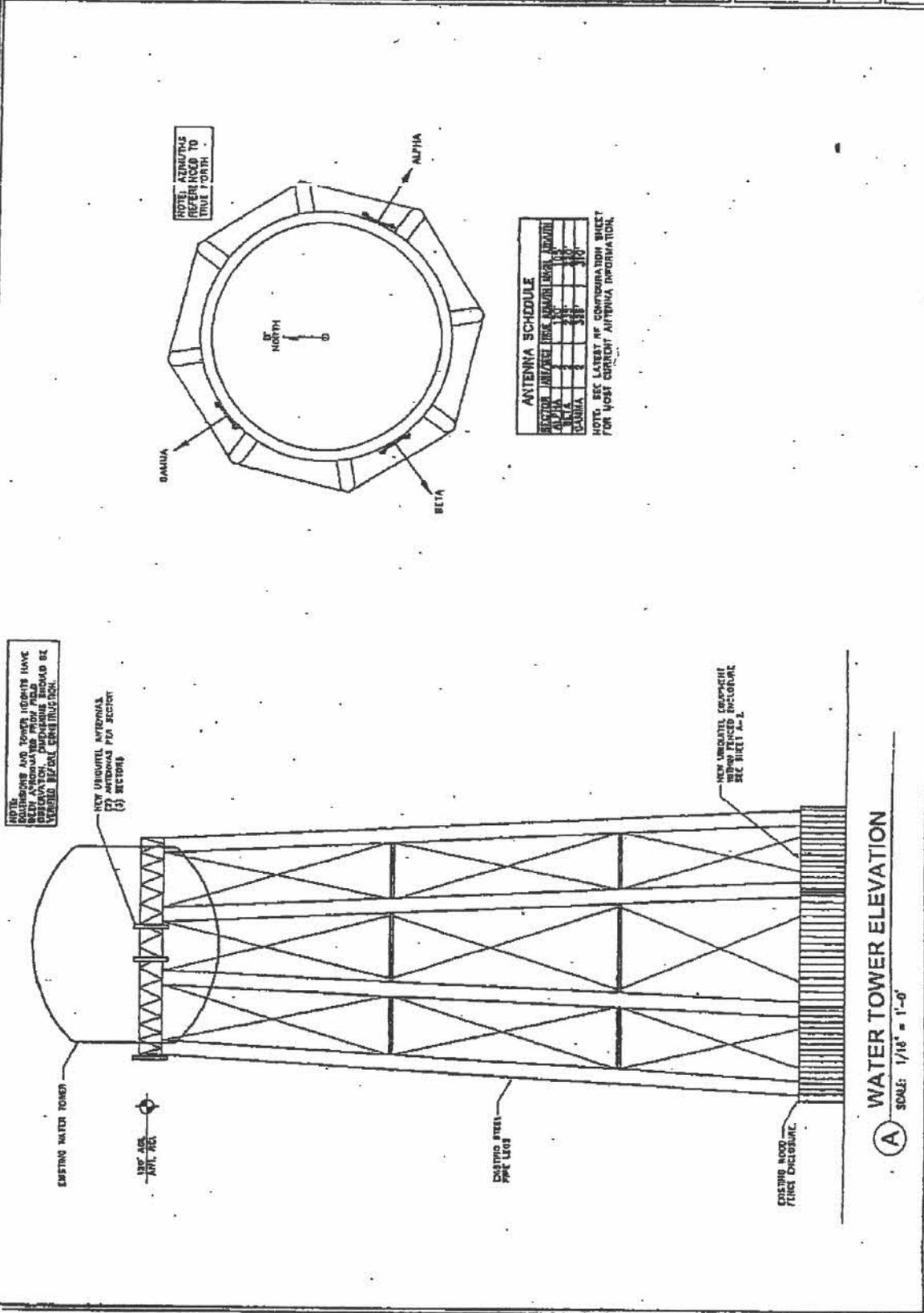
REVISIONS

NO.	DATE	DESCRIPTION

THE INFORMATION CONTAINED
 HEREIN IS UNCLASSIFIED
 DATE 01-11-2001 BY 60322
 UNLESS INDICATED OTHERWISE
 THIS INFORMATION IS UNCLASSIFIED
 DATE 01-11-2001 BY 60322

SITE
 BLDGUBSST-1
 DONTARIO WATER TANK
 3115 W 2000 AVENUE
 DENV, CO 80202
 PAGE 001
 SITE ELEVATION

A-3



ANTENNA SCHEDULE

SECTION	ANTENNA	HIGH	LOW	ADJ. HGT.
ALPHA	1	110'	100'	105'
BETA	2	110'	100'	105'
GAMMA	3	110'	100'	105'

NOTE: SEE LATEST OF CONFIGURATION SHEET FOR MOST CURRENT ANTENNA INFORMATION.

(A) WATER TOWER ELEVATION
 SCALE: 1/16" = 1'-0"

EXHIBIT D

To the Water Tower Lease with Option dated this 7th day of OCTOBER, 2002, between City of Ontario, as Landlord, and UbiquiTel, Inc., as Tenant.

Environmental Laws

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 300f through §§ 300f, and state laws, or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.

As used in this Lease, "Hazardous Substance" means any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their by-products.

Recording Requested By and
When Recorded Return to:

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

EXHIBIT E

Memorandum of Lease

To the Water Tower Lease with Option dated this 7th day of OCTOBER,
2002, between City of Ontario, as Landlord, and UbiquiTel, Inc.

Memorandum of Lease Between City of Ontario ("Landlord") and Western PCS II
Corporation ("Tenant")

Water Tower Lease between City of Ontario ("Landlord") and UbiquiTel, Inc., ("Tenant") was
made regarding the following premises:
See attached Exhibit A

The date of exercise of the Water Tower Lease was 10-28-02. Subject Lease is for a term of
five (5) years and will commence on the Commencement Date outlined in the notice to exercise
provided to the Landlord and shall terminate at midnight on the last day of the month in which the
5th anniversary of the Commencement Date shall have occurred. Tenant shall have the right to
extend this Lease for one (1) additional five (5)-year term.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum this
7th day of OCTOBER, 2002.

LANDLORD: City of Ontario

By: LeRoy Cammack
LeRoy Cammack, Mayor

Attested By: Tori Ankrum
Tori Ankrum, City Recorder

TENANT: UbiquiTel, Inc.,

By: [Signature]
Its: Director

STATE OF OREGON)
)ss.
County of Malheur)

On this 14th day of October, 2002, before me Shannon C. Aguir, a notary public in and for said State, personally appeared LeRoy Cammack, known or identified to me to be the Mayor of City of Ontario, the municipal corporation that executed the within instrument or the person who executed the instrument on behalf of said municipal corporation and acknowledged to me that such municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Shannon C. Aguir
NOTARY PUBLIC in and for the
State of OREGON.
My commission expires 2/26/04.

STATE OF Utah)
)ss.
County of Box Elder)

On this 9th day of Sept, 2002, before me Shellie Hunt, a notary public in and for said State, personally appeared Jim Ames, known or identified to me to be the Director of UbiquiTel, Inc., a Delaware corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Shellie Hunt
NOTARY PUBLIC in and for the
State of Utah
My commission expires 9-6-04.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

1/14/03

PRODUCER

Herbert L. Jamison & Co., LLC
 100 Executive Drive
 West Orange NJ 07052
 (973) 731-0806

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A Atlantic Mutual Insurance Company
- COMPANY B
- COMPANY C
- COMPANY D

INSURED

UbiquiTel Holdings, Inc. d/b/a Sprint PCS
 One West Elm St., 4th Floor
 Conshohocken, PA 19428

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

D TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
<input checked="" type="checkbox"/>	GENERAL LIABILITY	486407271	11/16/02	11/16/03	GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$ 1,000,000
					<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PERSONAL & ADV INJURY
	<input type="checkbox"/> OWNERS & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 100,000
					MED EXP (Any one person)	\$ 5,000
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY	486407271	11/16/02	11/16/03	COMBINED SINGLE LIMIT	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	<input type="checkbox"/> ALL OWNED AUTOS					
<input type="checkbox"/> SCHEDULED AUTOS						
<input type="checkbox"/> HIRED AUTOS						
<input type="checkbox"/> NON-OWNED AUTOS						
<input type="checkbox"/>	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
<input checked="" type="checkbox"/>	EXCESS LIABILITY	486407271	11/16/02	11/16/03	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$ 1,000,000
					<input type="checkbox"/> OTHER THAN UMBRELLA FORM	\$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	401552362	11/16/02	11/16/03	WC STATUTORY LIMITS	OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT	\$ 100,000
					EL DISEASE-POLICY LIMIT	\$ 500,000
					EL DISEASE-EA EMPLOYEE	\$ 100,000
<input checked="" type="checkbox"/> INCL						
<input type="checkbox"/> EXCL						
<input type="checkbox"/>	OTHER	486407271	11/16/02	11/16/03	\$500,000	
	Commercial Property					
	All Risk-Special Form					
	Replacement Cost					

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES/SPECIAL ITEMS

Certificate Holder is added as Additional Insured under General

ability, if required by lease or contract and subject to policy terms and conditions.

SL03UB621 - Ontario Water Tank 44 N.E. 3rd, Ontario, OR 97914

CERTIFICATE HOLDER

City of Ontario
 444 S.W. 4th Street
 Ontario, OR 97914

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

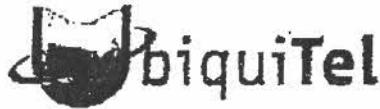
36

gmc

ORD 25.9 (1/95)

© ACORD CORPORATION 1988

CERTIFICATE: 005/001/ 00004



UbiquiTel Inc.
 One West Elm Street
 Suite 400
 Conshohocken, PA 19428
 Phone: (610) 832-3300
 Fax: (610) 832-3400

TENANT RENT COMMENCEMENT NOTIFICATION

Tenant Name: UbiquiTel Inc.
 Landlord Name: City of Ontario
 Tenants Site Number: SL03UB621
 Tenants Site Name: Ontario Water Tank

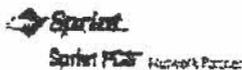
Trigger for Rent Commencement

Commencement of Tenant Equipment Installation Date: 6-23-03

We hereby acknowledge and agree the above trigger has been met on date as noted above.

Tenant Signature: [Signature] Date: 6/30/03
 Landlord Signature: Sten Jacobs Date: 6-25-03

This form must be executed by both parties for rent to commence.



Sprint

DIRECTOR THE NEXT

Sprint Property Services

Sprint Nextel

6391 Sprint Parkway
Mailstop: KSOPHT0101-Z2650
Overland Park, Kansas 66251
Office: (800) 357-7641
Landlordhotline@sprint.com

RECEIVED AUG 18 2006

August 15, 2006

City of Ontario
444 South West 4th Street
Ontario, OR 97914

Re: Change of Tenant Notice Address
Sprint Site ID No.: SL03UB621

Dear Landlord:

This letter contains important information regarding the wireless communications facility ("cell site") located on your property. You should retain this letter and update your records accordingly. Be sure to reference the Sprint Nextel Site ID Number and Site Address in all communications.

Welcome to Sprint! This letter is to inform you that UbiquiTel, Inc. has merged to become a subsidiary of the Sprint Nextel Corporation, a Kansas corporation, ("Sprint"). For the purpose of this letter, "Sprint" includes all UbiquiTel, Inc. affiliated and subsidiary entities such as UbiquiTel Operating Company and UbiquiTel Leasing Company.

We are excited to have you as a part of our team as we strive to become the # 1 Wireless Provider. As a result of the merger, the official notice address has changed. Please send all future notices, correspondence, and inquiries regarding this cell site to the following address:

<p>Sprint Property Services Sprint Site ID No.: SL03UB621 Mailstop KSOPHT0101-Z2650 6391 Sprint Parkway Overland Park, Kansas 66251-2650</p>	<p><i>With copies of official notices only to:</i> Sprint Law Department Attention: Sprint PCS Real Estate Attorney Mailstop: KSOPHT0101-Z2020 6391 Sprint Parkway Overland Park, KS 66251-2020</p>
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We look forward to working with you. Should you have any questions, concerns or need assistance regarding your cell site, feel free to contact us via our toll-free landlord hotline at 1-800-357-7641 or email us at Landlordhotline@sprint.com. Please have your **Sprint Site ID #** available when contacting us for proper identification.

Sincerely,

Sprint Nextel Corporation

original -> Tori
copy -> RW Dir
copy -> AR



“SRT”

**Snake River Transit Routed Service
City of Ontario**

- Presented by:
- Loni Debban, Executive Director
- Malheur Council on Aging & Community Services

March 2013

“Snake River Transit Routed Service”

- Funded with Section 5311 - this program provides funding for public transportation in non-urbanized areas. Eligibility of grant funds are to be used for transit services that are open equally to the general public. The FTA financial assistance may be used for operating expenses, with a Federal share of fifty percent.
- The Oregon Department of Transportation FTA 5311 Application for Funding 2013-2014, “The Grant for Malheur County is \$169,875 Grant – This requires a project of at least \$302,915 and match of at least \$133,040 Match.”
 - Match Sources:
 - Local
 - Contract Income
 - Bus/Bus Bench Advertising
 - State Grants

SRT Routed City of Ontario Bus Service Expense \$168,000

Project Amount	5311 Grant	Amount of Match Required	Match Source	Match Amount
\$168,000	\$88,906	\$69,628	Local: Advertising: MCOA&CS	\$35,000 \$19,400 \$15,228

Project Amount	5317 Capital Grant	Amount of Match Required	Match Source	Match Amount
\$20,818 + <u>10,000</u> \$30,818	\$16,654	\$4,164 + \$10,000	MCOA&CS	\$14,164

Why is the bus important to me?



"I'm happy that our community has the transit system to enable some of our local residents to be more physically and financially independent."

— Sandy Hemenway,
Branch President
Intermountain Community Bank -- Ontario

541-881-0000

www.snakerivertransit.com

Snake River Transit

Public Transit Serving Malheur and Payette Counties



Why is the bus important to me?



**"The bus transit system
safely assists our more
vulnerable population,
the youth and elderly, in
their independence."**



**— Grant Baxter
Grant Baxter State Farm Ins.
— Ontario**

541-881-0000

www.snakeriverttransit.com



Snake River Transit

Public Transit Serving Malheur and Payette Counties

Why is the bus important to me?



"Obviously, people have needs and when the area is so spread out, there is no way for some to get to the doctor, pharmacy or even the hardware store. The bus can work for general or specific needs."

**— John Kirby
Kinney & Keele
True Value Hardware Store -- Ontario**

541-881-0000

www.snakerivertransit.com



Why is the bus important to me?



**"Public transportation is
a benefit for our
Community because
people can get to
the businesses
they need to."**

**-- Steve Nelson
Pharmacy Manager
Bi-Mart -- Ontario**

541-881-0000

www.snakerivertransit.com



Snake River Transit

Public Transit Serving Malheur and Payette Counties

Why is the bus important to me?



"The transportation service is important to me because it provides life-saving aid to our patients. Many would not be able to receive the health care they need without bus transportation.

We endeavor to keep families healthy and communities strong; you play a vital role in helping us achieve that goal."

**— Maria Vargas
Valley Family Health Care**

541-881-0000
www.snakerivertransit.com

Snake River Transit
Public Transit Serving Malheur and Payette Counties

Snake River Transit



	Per-ride Fare	Monthly Passes
Adult (18-54)	\$1.00	\$30.00
Youth (6-17)	\$0.75	\$20.00
Seniors & Disabled	\$0.50	\$15.00

Eastern Point Agent



Greyhound Agent

