

**AGENDA**  
**CITY COUNCIL - CITY OF ONTARIO, OREGON**  
Monday, June 18, 2012, 7:00 p.m., M.T.

**1) Call to order**

Roll Call: Norm Crume \_\_\_\_\_ Jackson Fox \_\_\_\_\_ Charlotte Fugate \_\_\_\_\_ Dan Jones \_\_\_\_\_  
David Sullivan \_\_\_\_\_ Ron Verini \_\_\_\_\_ Mayor Joe Dominick \_\_\_\_\_

**2) Pledge of Allegiance**

This Agenda was posted on Wednesday, June 13, 2012, and a study session was held on Thursday, June 14, 2012. Copies of the Agenda are available at the City Hall Customer Service Counter and on the city's website at [www.ontariooregon.org](http://www.ontariooregon.org).

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

**4) Local Contract Review Board Action:**

A) Hiring Oster Professional Group, PC, as the City's Audit Firm ..... 1-7

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

A) Approval of Minutes of Regular Meeting of 06/04/2012 ..... 8-9  
B) Approval of the Bills

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

**7) New Business:**

A) Resolution #2012-109: Transfer Funds for Transit Program Contribution ..... 10-12  
B) Resolution #2012-112: Reclass Projects Inadvertently Charged to Operating Contingency ... 13-16  
C) Resolution #2012-113: Transfer Funds for Pivot and Fence Repair and Additional Operating Expenses at Skyline Farm ..... 17-20  
D) Ordinance #2668-2012: Amend OMC 7-1 re: Nuisance and Health Regulations (1<sup>st</sup> Reading) ..... 21-26  
E) Accept Quitclaim Deed, Subordination Agreement, Bargain & Sale Deed and Easement - Max Mills - re: NW Washington Relocation Project ..... 27-47  
F) Accept Relinquishment Deed from ODOT Transferring Tapadera Avenue, a Part of Goodfellow, and a Part of East Lane to the City (C&A #27785) ..... 48-54

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

**9) Executive Sessions:**

A) ORS 192.660(2)(a) - Consider Employment (12:00 pm - Thursday)  
B) ORS 192.660(2)(e) - Real Property  
C) ORS 192.660(2)(h) - Litigation  
D) ORS 192.660(2)(d) - Labor

**10) Adjourn**

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

The City of Ontario does not discriminate in providing access to its programs, services and activities on the basis of race, color, religion, ancestry, national origin, political affiliation, sex, age, marital status, physical or mental disability, or any other inappropriate reason prohibited by law or policy of the state or federal government. Should a person need special accommodations or interpretation services, contact the City at 889-7684 at least one working day prior to the need for services and every reasonable effort to accommodate the need will be made. T.D.D. available by calling 889-7266.

## AGENDA REPORT

June 18, 2012

TO: Mayor and City Council

FROM: Lisa Hansen, Finance Director

THROUGH: Chuck Mickelson, Interim City Manager

**SUBJECT: HIRING OSTER PROFESSIONAL GROUP, PC AS THE AUDIT FIRM FOR A THREE-YEAR CONTRACT**

DATE: June 11, 2012

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### **SUMMARY:**

Attached is the following document:

- Proposal from Oster Professional Group, PC, dated June 1, 2012 for a three-year contract
- Proposal from Oster Professional Group, PC, dated June 1, 2012 for a one-year contract

The purpose of this agenda item is for the Council to consider hiring Oster Professional Group, PC as the City of Ontario audit firm for a three-year contract to audit fiscal years beginning July 1, 2011 and ending June 30, 2014

### **PREVIOUS COUNCIL ACTION:**

Aug 2011 Council approved a one-year contract with Oster Professional Group, PC.

### **BACKGROUND:**

For a number of years the City of Ontario has been audited by the firm of Dickey Tremper from Pendleton. Although the firm has continued to serve the City well, it is good practice to occasionally change to another firm to avoid having the relationship between the staff and auditors become too familiar and routine.

Due to the change of Finance Directors in August, 2011 there was no time to request proposals and expect to be successful in being able to schedule an audit firm's staff during the height of the audit season. Since Oster Professional Group, PC was currently the auditor for 8C School District and TVCC, they were asked to provide an audit proposal for one-year for the City.

Section 7.1 of the Ontario Financial Policies Manual states the City's Purchasing Policy shall not apply to professional services and the requirements shall not be mandatory in the employment of professional services such as Certified Public Accountants/Auditors if it sits as a local contract review board and declares the particular contract to be a personal services contract and waives the City's solicitation requirements for the contract.

The City approved a one-year contract with Oster Professional Group, PC for the fiscal year 2010/2011 for the amount of \$19,965.

**RECOMMENDATION:**

Staff recommends the Council hire Oster Professional Group, PC for a three-year term for \$20,564 for each of the three years to audit the City of Ontario for the fiscal years beginning July 1, 2011 and ending June 30, 2014.

**PROPOSED MOTION:**

- 1) "I move that the Mayor and Ontario City Council, sitting as a local contract review board, declare the Oster Professional Group, PC contract letter of June 1, 2012 is a personal services contract under Section 7.1 of the Ontario Financial Policies Manual."
- 2) "I move that the Mayor and Ontario City Council, sitting as a local contract review board, approve the personal services contract for three years with Oster Professional Group, PC without soliciting proposals from other auditing firms."

# Oster Professional Group

Certified Public Accountants, PC

George W. Wilber, CrFA, CPA  
Mary Jo Evers, CFE, CPA  
Robert M. Armstrong, CPA  
Jessica A. Knowles, CPA

Arlie W. Oster, CPA (1931-1998)  
Cara R. Wilber, CPA  
Kari J. Ott, CPA  
Mitch Saul, CPA

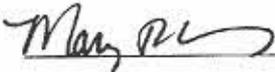
June 11, 2012

Lisa Hansen, Finance Director  
City of Ontario, OR

It is my understanding that the City of Ontario would like to continue to engage Oster Professional Group, CPA's for independent audit services. We propose a fee of \$20,564 for these services for 2011-2012. If the city would like to enter into a three-year contract with Oster Professional Group, CPA's, we would propose the same fee of \$20,564 for all three years of the contract period. We normally experience price increases annually in an effort to recoup increased software and personnel costs, but if a contract is in place with the City of Ontario these price increases would be waived.

I look forward to continuing our working relationship.

Sincerely,



Mary Jo Evers, CFE, CPA

Oster Professional Group, CPA's

# Oster Professional Group

Certified Public Accountants, PC

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Cara R. Wilber, CPA  
Kari J. Ott, CPA  
Mitch T. Saul, CPA

June 1, 2012

Lisa Hansen  
City of Ontario  
444 SW 4<sup>th</sup> Street  
Ontario, OR 97914

This contract, made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, in accordance with the requirements of Oregon Revised Statutes 297.405 through 297.555 between Oster Professional Group, CPA's, PC (OPG) of Burns, Oregon, and the City of Ontario (the city) provides as follows:

- 1) It hereby is agreed that OPG shall conduct an audit of the accounts and fiscal affairs of the city for the period beginning July 1, 2011 and ending June 30, 2014 in accordance with Minimum Standards for Audits of Oregon Municipal Corporations as prescribed by law. The audit shall be undertaken in order to express an opinion upon the financial statements of the city and to determine if the city has substantially complied with appropriate legal provisions.
- 2) OPG agrees that the services it has contracted to perform under this contract shall be rendered by it or under its personal supervision and that the work will be faithfully performed with care and diligence.
- 3) It is understood and agreed that, should unusual conditions arise or be encountered during the course of the audit whereby the services of OPG are necessary beyond the extent of the work contemplated, written notification of such unusual conditions shall be delivered to the city who shall instruct in writing OPG concerning such additional services, and that a signed copy of each notification and instruction shall be delivered immediately to the Secretary of State by the party issuing the same.
- 4) The audit shall be started as soon after this contract is executed as is agreeable to the parties hereto and shall be completed and a written report thereon delivered within a reasonable time, but not later than six months after the closing of the audit period covered by this contract, unless an extension of time is agreed upon. Adequate copies of such report shall be delivered to the city and its form and content shall be in accordance with and not less than that required by the Minimum Standards for Audits of Oregon Municipal Corporations.

- 5) It is understood and agreed that the city is responsible for such financial statements as may be necessary to fully disclose and fairly present the results of operations for the period under audit and the financial condition at the end of that period. Should such financial statements not be prepared and presented within a reasonable period of time, it is understood that OPG shall draft them for the city.
- 6) It is understood and agreed that either party may cancel this contract by giving notice in writing to the other party at least ninety days prior to July 1 of any year.
- 7) In consideration of the faithful performance of the conditions, covenants, and undertakings herein set forth the city hereby agrees to pay OPG the sum of \$20,564 for each fiscal year and the city hereby affirms that proper provision for the payment of such fee has been or will be duly made and that funds for the payment thereof are or will be made legally available.

*Oster Professional Group, CPA's, PC*

By: 

*City of Ontario*

By: \_\_\_\_\_

# Oster Professional Group

Certified Public Accountants, PC

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June 1, 2012

Lisa Hansen  
City of Ontario  
444 SW 4<sup>th</sup> Street  
Ontario, OR 97914

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77 W. Adams Street, Burns, Oregon 97720  
Phone (541) 573-6151 FAX (541) 573-5605  
Toll free 1-877-229-8706  
[www.opgcpa.com](http://www.opgcpa.com)

- 5) It is understood and agreed that the city is responsible for such financial statements as may be necessary to fully disclose and fairly present the results of operations for the period under audit and the financial condition at the end of that period. Should such financial statements not be prepared and presented within a reasonable period of time, it is understood that OPG shall draft them for the city.
- 6) It is understood and agreed that either party may cancel this contract by giving notice in writing to the other party at least ninety days prior to July 1 of any year.
- 7) In consideration of the faithful performance of the conditions, covenants, and undertakings herein set forth the city hereby agrees to pay OPG the sum of \$20,564 and the city hereby affirms that proper provision for the payment of such fee has been or will be duly made and that funds for the payment thereof are or will be made legally available.

*Oster Professional Group, CPA's, PC*

By: 

*City of Ontario*

By: \_\_\_\_\_

**COUNCIL MEETING MINUTES**

**June 4, 2012**

The regular meeting of the Ontario City Council was called to order by Mayor Joe Dominick at 7:00 p.m. on Monday, April 16, 2012, in the Council Chambers of City Hall. Council members present were Norm Crume, Joe Dominick, Charlotte Fugate, Jackson Fox, David Sullivan and Ronald Verini. Jackson Fox was excused.

Members of staff present were Chuck Mickelson, Tori Barnett, Larry Sullivan, Lisa Hansen, and Mark Alexander. The meeting was recorded on tape, and the tapes are available at City Hall.

Ron Verini led everyone in the Pledge of Allegiance.

**AGENDA**

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

**MAYOR'S COMMENT**

Before we begin tonight's meeting, I would like to take a moment on behalf of the City of Ontario, to extend our heartfelt "get well" wishes to all the victims of Saturday's incident. I also want to thank our on-site EMT, Aquatic Center Lifeguards, and the entire emergency response team, including those from the Ontario Police Department, the Ontario Fire & Rescue Department, all ambulance crews that responded, Life Flight, St. Alphonsus Medical Center, and everyone else that assisted. I have been told that the city's emergency response plan was put into effect and worked very well. Again, we wish everyone involved a speedy recover, and thank everyone that assisted at this incident.

**CONSENT AGENDA**

Charlotte Fugate moved, seconded by Ron Verini, to approve Consent Agenda Item A: Approval of the Regular Minutes of 05/21/2012; Item B: Meetings Calendar: July-December 2012; Item C: Ordinance #2665-2012: OMC 7-6-1, 2, Police Regulations (Child Protection Zones), Final Reading; and Item D: Approval of the Bills. Roll call vote: Crume-yes; Fox-out; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/1.

**NEW BUSINESS**

**Accept Warranty/Bargain & Sale/Quitclaim Deeds from Poole Real Estate Corp., Love's Travel Stop & Country Store, and Norm Poole Oil, Inc., re: NW Washington Relocation Project**

Chuck Mickelson, City Manager, stated on July 6, 2012, the Council approved Agreement No. 26720 with ODOT accepting \$4.5 million for the relocation of NW Washington and constructing Park Boulevard to NW 16<sup>th</sup> Avenue. On November 15, 2010, Council approved Agreement No. 26720-01 with ODOT which was an amendment authorizing the expenditure and reimbursement of funds for the above project. On March 7, 2011, Council approved Agreement No. 27027 with ODOT authorizing the ODOT right of way staff to proceed with appraisals and acquisition of properties for the NW Washington and Park Boulevard roadway project. Finally, on July 18, 2011, Council approved Agreement No. 27027-01 with ODOT which was an amendment clarifying how funds would be paid by ODOT for the appraisals and acquisition costs.

ODOT staff prepared appraisals and conducted negotiations on many of the parcels that had to be acquired for this roadway project. Those deeds had to be accepted by the city prior to recording or closing on the property.

Charlotte Fugate moved, seconded by David Sullivan, that the City Council authorize the City Manager to sign the Warranty/Bargain and Sale/Quitclaim Deeds from Poole Real Estate Corp., Love's Travel Stops & Country Stores, Inc., and Norm Poole Oil, Inc. accepting the property for the NW Washington roadway project. Roll call vote: Crume-yes; Fox-out; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-no. Motion carried 5/1/1.

**CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS**

- Mark Alexander gave a congratulation shout-out to the Ontario High School baseball team for their state win on Saturday.
- Larry Sullivan stated the Defendant for Skyline Farms had been served.
- Councilor Verini also voiced his thanks to the community for their support of the families due the incident on Saturday, with a special thanks to Dale [Jefferies] and John [Breidenbach] for their excellent job in keeping the crowd contained and controlled.
- Alan Montgomery, Firefighter/EMT, Ontario Fire & Rescue Department, gave his kudos to those at Saturday's incident. They made the process flow well. Many stepped up who were nurses and first responders, and it was critical for their help to be here before the actual crews arrived. Time line was 39 minutes from impact to completion. Also, kudos to Dale Jefferies and John Breidenbach, for keeping the crowd under control and providing direction from the bandstand. It was real chaos at the beginning, but those volunteers helped, and allowed the injured to be assisted. There were always those who didn't get thanked, but the shout out was there. The outcome could have been worse without the help of those people. Had a mass casualty training a month ago, and that helped in this incident.
- Reminder that the building behind City Hall would be burned down on Saturday, the 9<sup>th</sup>, beginning at 8:00 a.m.

**ADJOURN**

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

**APPROVED:**

\_\_\_\_\_  
Joe Dominick, Mayor

**ATTEST:**

\_\_\_\_\_  
Tori Barnett, MMC, City Recorder

## AGENDA REPORT

June 18, 2012

TO: Mayor and City Council

FROM: Lisa Hansen, Finance Director

THROUGH: Chuck Mickelson, Interim City Manager

**SUBJECT: RESOLUTION #2012-109: A RESOLUTION AUTHORIZING AN ALLOCATION OF EXPENDITURES FOR THE SECOND YEAR OF THE BIENNIUM BUDGET FOR THE TRANSIT PROGRAM TO REDUCE CONTINGENCY AND INCREASE GENERAL FUND TRANSIT PROGRAM CONTRIBUTION**

DATE: June 11, 2012

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### **SUMMARY:**

Attached is the following document:

- Resolution #2012-109

### **PREVIOUS COUNCIL ACTION:**

Jun 2011 Council adopted the 2011-13 Biennial Budget which included a \$30,000 Transit Program Contribution for the first year only.

May 2012 Council tabled the discussion on the action, pending further discussion and research.

### **BACKGROUND:**

The budget committee entertained two motions in regards to funding the transit system. Ron Verini moved and Bruce Hunter seconded to fund the transit system for the biennium budget and the budget committee voted 6 yes and 8 no and the motion failed. Then a motion was made by Norm Crume and seconded by Amanda Anderson to decline funding the transit system and the budget committee voted 8 yes and 6 no and the motion passed.

Then June 20, 2011 at the City Council meeting the transit system was the primary topic being discussed during the budget hearing portion of the meeting. There was an extensive discussion by the public at that time. David Sullivan moved and Ron Verini seconded to reallocate expenditures, reduce contingency by \$30,000 and increase materials and supplies by \$30,000 to provide funding for Treasure Valley Transit. Vote-Crume no, Fox no, Fugate yes, Jones no, Sullivan yes, Verini yes, Dominick yes 4-3-0 and the motion passed.

The city requested additional financial information from the Malheur Council on Aging and Community Services to ensure the city's contribution was only being used to benefit the City of Ontario citizens before considering additional funding for the Ontario bus route for the second year of the biennium. This information has since been received and reviewed.

Since the \$30,000 proposed additional expense is less than 10% of the General Fund Budget, this request can be handled by a resolution approved by the Council.

**FINANCIAL IMPLICATIONS:**

The proposed resolution would reduce the General Fund Operating Contingency by \$30,000 and increase the Transit Program Contribution by \$30,000 summarized as follows:

Account Number	Account Name	Adopted FY 11-13 Budget	Proposed Change	Revised FY 11-13 Budget
<b>GENERAL FUND</b>				
ADMINISTRATIVE OVERHEAD EXPENSE				
001-004-615553	TRANSIT PROGRAM CONTRIBUTION	\$30,000	\$30,000	\$60,000
001-004-871000	OPERATING CONTINGENCY	\$1,529,651	\$(30,000)	\$1,499,651

**BACKGROUND ON OPERATING CONTINGENCY 001-004-871000**

Following is a history of the use of the Operating Contingency 001-004-871000 if Resolution #2012-109 is approved:

Original approved budget for the 2011-2013 biennium:	\$1,538,401
Demo – Goodman Oil	\$ (8,750)
2012-2013 Transit Program Contribution	<u>\$ (30,000)</u>
Balance Remaining Operating Contingency	\$1,499,651

**RECOMMENDATION:**

Staff recommends the Council approve Resolution #2012-109.

**PROPOSED MOTION:**

I move the Ontario City Council adopt Resolution #2012-109: A RESOLUTION AUTHORIZING AN ALLOCATION OF EXPENDITURES FOR THE SECOND YEAR OF THE BIENNIUM BUDGET FOR THE TRANSIT PROGRAM.

**RESOLUTION 2012-109**

**A RESOLUTION AUTHORIZING AN ALLOCATION OF EXPENDITURES FOR THE SECOND YEAR OF THE BIENNIUM BUDGET FOR THE TRANSIT PROGRAM**

**WHEREAS,** the City of Ontario adopted the 2011-2013 budget document; and

**WHEREAS,** the biennium budget only included \$30,000 for the Transit Program Contribution which was designated for the first year; and

**WHEREAS,** the City, requested and received additional financial information from the Malheur Council on Aging and Community Services to ensure that the City's contribution was only being used for the benefit of the City of Ontario citizens; and

**WHEREAS,** the Malheur Council on Aging and Community Services is requesting the City of Ontario to consider funding an additional \$30,000 for the second year of the biennium in order to continue the Ontario route.

**NOW THEREFORE, BE IT RESOLVED** by the Ontario City Council, to approve the following adjustments to the 2011-2013 Biennial budget:

Account Number	Account Name	Adopted FY 11-13 Budget	Proposed Change	Revised FY 11-13 Budget
<b>GENERAL FUND</b>				
ADMINISTRATIVE OVERHEAD EXPENSE				
001-004-615553	TRANSIT PROGRAM CONTRIBUTION	\$30,000	\$30,000	\$60,000
001-004-871000	OPERATING CONTINGENCY	\$1,529,651	\$(30,000)	\$1,499,651

**EFFECTIVE DATE:** Effective immediately upon passage.

**PASSED AND ADOPTED** by the Ontario City Council, this \_\_\_\_ day of \_\_\_\_\_ 2012, by the following vote:

Ayes:

Nays:

Absent:

**APPROVED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_ 2012.

ATTEST:

\_\_\_\_\_  
Joe Dominick, Mayor

\_\_\_\_\_  
Tori Barnett, MMC, City Recorder

## AGENDA REPORT

June 18, 2012

TO: Mayor and City Council

FROM: Lisa Hansen, Finance Director

THROUGH: Chuck Mickelson, Interim City Manager

**SUBJECT: RESOLUTION #2012-112: A RESOLUTION TO AUTHORIZE THE RECLASSIFICATION OF PROJECTS INADVERTENTLY CHARGED TO OPERATING CONTINGENCY**

DATE: June 11, 2012

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### **SUMMARY:**

Attached is the following document:

- Resolution #2012-112

### **PREVIOUS COUNCIL ACTION:**

Dec 2011 Council approved \$8,750 for the demolition of Goodman Oil to be taken out of the Operating Contingency.

Feb 2012 Council approved \$15,000 for the restoration of the Hollingsworth Well to be taken out of the Operating Contingency.

Mar 2012 Council approved Resolution #2012-103 to purchase an aquatic lift which moved the budget from the Operating Contingency.

### **BACKGROUND:**

After the approval of the demolition of Goodman Oil and the restoration of the Hollingsworth Well, no resolution was completed to follow up the budget transfer.

This resolution will correct the Operating Contingency and Equipment Replenishment Contingency to reflect the proper actions that should have been completed at the time of the approval.

This resolution will also correct Resolution #2012-103 for the purchase of the aquatic lift which inadvertently moved the budget from the Operating Contingency instead of the Equipment Replenishment Contingency.

### **FINANCIAL IMPLICATIONS:**

The proposed resolution would reclassify the expenses to the appropriate line items.

**HISTORY ON OPERATING CONTINGENCY 001-004-871000**

Following is a history of the use of the Operating Contingency 001-004-871000 if this resolution is approved:

Original approved budget for the 2011-2013 biennium:	\$1,538,401
Demo – Goodman Oil (Resolution #2012-XXX)	<u>\$ (8,750)</u>
Balance Remaining Operating Contingency	\$1,529,651

**HISTORY ON EQUIPMENT REPLENISHMENT CONTINGENCY 001-004-871100**

Following is a history of the use of the Equipment Replenishment Contingency 001-004-871100 if this resolution is approved:

Original approved budget for the 2011-2013 biennium:	\$150,000
Fire Pumper #103 (Resolution #2012-102)	\$ (17,000)
Police Recording Equipment (Resolution #2012-110)	\$ (17,288)
Aquatic Lift (Resolution #2012-XXX)	\$ (5,700)
Hollingsworth Well Restoration (Resolution #2012-XXX)	<u>\$ (15,000)</u>
Balance Remaining Equipment Replenishment Contingency	\$ 95,012

**RECOMMENDATION:**

Staff recommends the Council approve Resolution #2012-112.

**PROPOSED MOTION:**

I move the Ontario City Council adopt Resolution #2012-112: A RESOLUTION TO AUTHORIZE THE RECLASSIFICATION OF PROJECTS INADVERTENTLY CHARGED TO OPERATING CONTINGENCY.

**RESOLUTION NO. 2012-112**

**A RESOLUTION TO AUTHORIZE THE RECLASSIFICATION OF PROJECTS  
INADVERTENTLY CHARGED TO OPERATING CONTINGENCY**

**WHEREAS,** the Council previously approved \$5,700.00 for the purchase and installation of the aquatic lift with Resolution 2012-103 which transferred \$5,700.00 from the Operating Contingency Budget line to the Aquatic Building Maintenance & Repair Budget line; and

**WHEREAS,** the aquatic lift is equipment and the Equipment Replenishment Contingency should have been used instead of the Operating Contingency Budget line; and

**WHEREAS,** the Council also approved \$15,000 for the restoration of the pump for the Hollingsworth well that was inadvertently paid directly from the Operating Contingency line instead of transferring the budget amount from the Equipment Replenishment Contingency to the Golf Equipment Repair line; and

**WHEREAS,** the Council also approved \$8,750 for the demolition of Goodman Oil that was inadvertently paid directly from the Operating Contingency line instead of transferring the budget amount from the Operating Contingency line to Administrative Overhead Building Maintenance & Repair line; and

**WHEREAS,** all the above expenses were originally approved from the Operating Contingency budget and only the \$8,750 amount for the demolition of Goodman Oil should have been approved through the Operating Contingency budget, the \$5,700 aquatic lift and the \$15,000 Hollingsworth pump budget should have been transferred from the Equipment Replenishment Contingency; and

**WHEREAS,** the following corrections will reflect the previously approved balances of the Operating Contingency budget and the Equipment Replenishment Contingency budget;

**NOW THEREFORE, BE IT RESOLVED** by the Ontario City Council to approve the following adjustments to the 2011-2013 Biennial Budget:

Line Item	Item Description	FY 11-13 Budget	Amount of Change	Adjusted Budget
<b>GENERAL FUND</b>				
Expense				
001-004-871000	Operating Contingency	\$1,532,701	\$5,700	\$1,538,401
Expense				
001-004-871100	Equipment Replenishment Contingency	\$115,712	(\$5,700)	\$110,012

Line Item	Item Description	FY 11-13 Budget	Amount of Change	Adjusted Budget
<b>GENERAL FUND</b>				
Expense				
001-004-871100	Equipment Replenishment Contingency	\$110,012	(\$15,000)	\$95,012
<b>GOLF FUND</b>				
Expense				
005-034-618310	Golf Equipment Repair	\$54,000.00	\$15,000	\$69,000

Line Item	Item Description	FY 11-13 Budget	Amount of Change	Adjusted Budget
<b>GENERAL FUND</b>				
Expense				
001-004-871000	Operating Contingency	\$1,538,401	(\$8,750)	\$1,529,651
Expense				
001-004-610600	Administrative Overhead Building Maintenance & Repair	\$45,275	\$8,750	\$54,025

**Effective Date:** Upon adoption

**Passed and adopted** by the Ontario City Council this \_\_\_\_ day of \_\_\_\_\_ 2012.

Ayes:

Nays:

Absent:

**Approved** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

ATTEST

\_\_\_\_\_  
Joe Dominick, Mayor

\_\_\_\_\_  
Tori Barnett, MMC, City Recorder

## AGENDA REPORT

June 18, 2010

TO: Mayor and City Council

FROM: Bob Walker, Public Works Director

THROUGH: Chuck Mickelson, City Manager Pro-Tem

**SUBJECT: RESOLUTION #2012-113: A RESOLUTION AUTHORIZING A REALLOCATION OF EXPENDITURES WITHIN THE SEWER FUND FOR PIVOT AND FENCING REPAIRS AND ADDITIONAL OPERATING EXPENSES FOR SKYLINE FARM.**

DATE: June 14, 2012

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### **SUMMARY:**

Attached is the following document:

- Resolution #2012-113

Through a combination of effluent water quality and unsatisfactory farming practices, the City's Skyline Farm needs a lot of attention in order to make it a viable site for disposal of the wastewater effluent from May 1<sup>st</sup> thru October 31<sup>st</sup> every year as required by our ODEQ permit.

The City Manager, Pro-Tem and City Staff negotiated a new farm lease with Sage Farms and developed a cost estimate based upon bids to determine cost consequences to the City. This was discussed with the City Council on June 4, 2012.

### **PREVIOUS COUNCIL ACTION:**

5/21/2012 City Staff reviewed conditions at Skyline Farm with City Council, estimated costs for repairs and soil conditioning, plus informed them that the existing farmer had defaulted on his contract with the City. City Council recommended that City Staff negotiate with several local farmers to develop a new farm lease and refine the costs needed for repairs and soil conditioning.

6/4/2012 City Staff reviewed farm lease contract that was negotiated with Sage Farms and cost consequences to City.

### **BACKGROUND:**

The City of Ontario undertook a project in 1996 – 1997 to expand the capabilities for the wastewater disposal system. They decided to send the treated effluent water from the wastewater treatment plant to the Skyline Farm for storage and disposal of the water during summer months. The pipelines, pumps, reservoir, and irrigation pivots were built, a 50-year farm lease contract was signed with Farrell Larson, and the effluent water was pumped up to the farm for the farmers irrigation use.

As mentioned above, a combination of the effluent water quality and poor farming practices has resulted in a quality of soil that is not conducive to good crop production. If the farm is operated as it has been during the past several years, the soils will basically be unsuitable for farming within 8 to 10 years. Therefore, under the direction of the City Council and the assistance of two Council members and several staff members, a new 10-year farm lease contract was developed with Sage Farms and cost estimates developed to determine consequence to the City for making the farm a viable operation.

**FINANCIAL IMPLICATIONS:**

The Operating Contingency for the Public Works Sewer Fund will be reduced by \$121,200 for the 2011-2013 budget period.

**BACKGROUND ON OPERATING CONTINGENCY 110-165-871000:**

Following is a history of the use of the Operating Contingency 110-165-871000 if Resolution #2012-113 is approved:

Original approved budget for the 2011-2013 biennium	\$1,906,089
Skyline Farm repairs and operating expenses	<u>\$ (121,200)</u>
Balance Remaining Operating Contingency	\$1,784,889

**RECOMMENDATION:**

Staff recommends the City Council adopt Resolution #2012-113.

**Proposed Motion:**

I move the City Council adopt Resolution # 2012-113: **A RESOLUTION AUTHORIZING A REALLOCATION OF EXPENDITURES WITHIN THE SEWER FUND FOR PIVOT AND FENCING REPAIRS AND ADDITIONAL OPERATING EXPENSES FOR SKYLINE FARM.**

**RESOLUTION #2012-113**  
**A RESOLUTION AUTHORIZING A REALLOCATION OF EXPENDITURES WITHIN**  
**THE SEWER FUND FOR PIVOT AND FENCING REPAIRS AND ADDITIONAL**  
**OPERATING EXPENSES FOR SKYLINE FARM**

- WHEREAS,** the City of Ontario adopted the 2011-2013 budget document based upon known or anticipated revenues and expenditures; and
- WHEREAS,** through a combination of effluent water quality and unsatisfactory farming practices the soil quality is not conducive to good crop production; and
- WHEREAS,** if the farm is operated as it has been during the past several years, the soils will be unsuitable for farming within 8 to 10 years; and
- WHEREAS,** the City's Skyline Farm needs a lot of attention to make it a viable site for disposal of the wastewater effluent; and
- WHEREAS,** it is required by the City's ODEQ permit to dispose of the wastewater effluent on this site from May 1<sup>st</sup> thru October 31<sup>st</sup> every year; and
- WHEREAS,** the expenses for repairs and soil conditioning to the Skyline Farm were not anticipated in the 2011-2013 budget; and
- WHEREAS,** the City Council desires to formally modify the 2011-2013 budget by moving contingency funds to operating funds to make the farm a viable operation.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Ontario City Council, to approve the following adjustments to the 2011-2013 Biennial budget:

Account Number	Account Name	Adopted 11-13 Budget	Proposed Change	Revised 11-13 Budget
<b>Sewer Fund</b>				
<b>EXPENSES</b>				
110-165-610900	Chemical / Fert / Seed	\$ 24,000	\$ 28,100	\$ 52,100
110-165-612400	Electricity	\$ 300,000	\$ 42,290	\$ 342,290
110-165-618310	Equipment Repair	\$ 40,000	\$ 50,810	\$ 90,810
110-165-871000	Operating Contingency	\$ 1,906,089	\$ (121,200)	\$ 1,784,889

**EFFECTIVE DATE:** Effective immediately upon passage.

**PASSED AND ADOPTED** by the City Council of the City of Ontario this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by the following vote:

AYES:

NAYES:

ABSENT:

**APPROVED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Joe Dominick, Mayor

ATTEST:

\_\_\_\_\_  
Tori Barnett, MMC, City Recorder

**AGENDA REPORT**  
June 18, 2012

TO: Mayor and City Council

FROM: Mark Alexander, Chief of Police

Through: Chuck Mickelson, Interim City Manager

**SUBJECT: ORDINANCE #2668-2012: AMENDING ONTARIO MUNICIPAL CODE TITLE 7, CHAPTER 1, RELATING TO NUISANCES AND HEALTH REGULATIONS**

DATE: June 8, 2012

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**SUMMARY:**

Attached are the following documents:

- Ordinance #2668-2012

The Police Department would like to amend Municipal Code Title 7, Chapter 1 relating to Nuisances and Health Regulations in order to be more effective.

**BACKGROUND:**

Ontario Municipal Code Title 7, Chapter 1 defines nuisances such as weeds, garbage and junk vehicles. The Code provides a process to abate those nuisances when property owners fail to do so and allows the City to lien properties when billing for abatements are not addressed.

Other jurisdictions are sending unpaid abatement billings to collections in lieu of placing a lien on properties. The Police Department has learned from those jurisdictions that this process has been effective in collecting a higher percentage of their costs in a much more timely manner.

Violations of Title 7, Chapter 1 are Unclassified, therefore resulting in a \$300 fine. Many people violating this Code are not in a financially stable position to pay such a fine, which creates further burdens and does not always prevent future violations.

The Police Department would like to change language in Title 7, Chapter 1 to give the City the option of turning unpaid bills from nuisance abatements to collections and classifying violations as a Class D Violation.

**FINANCIAL IMPLICATIONS:**

The City should realize an increase in revenue from unpaid nuisance abatement bills.

**RECOMMENDATION:**

Staff recommends the City Council adopt Ordinance #2668-2012.

**PROPOSED MOTION:**

I move the Council adopt Ordinance #2668-2012, AN ORDINANCE AMENDING ONTARIO MUNICIPAL CODE TITLE 7, CHAPTER 1, on first reading by title only.

**ORDINANCE NO. 2668-2012**

**AN ORDINANCE AMENDING ONTARIO MUNICIPAL CODE  
TITLE 7, CHAPTER 1, SECTION 4 AND ADDING SECTION 7**

- WHEREAS,** there are times when nuisances such as weeds and garbage accumulation go unattended by property owners; and,
- WHEREAS,** those nuisances become eligible for abatement by the City; and,
- WHEREAS,** property owners are also subject to a civil citation for violating City Code relating to nuisance properties; and
- WHEREAS,** regulations relating to nuisance properties in City Code Title 7, Chapter 4 need to be changed in order to be more effective.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Ontario, Oregon, as follows:

Section 7-1-4 of the Ontario City Code is hereby amended by adding those portions, which are underlined:

**7-1-4 - Abatement procedure.**

**(A) Notice to Abate.**

1. For an initial violation of the nuisance provisions of the City Code, the City Manager or the City Manager's designee shall cause a written notice to be served either personally on the property owner or the person responsible, or by registered or certified mail to the address of the property owner noted in the Malheur County Tax Assessor's office for tax notices to be sent. If the property has a structure on it, notice may also be posted on the property. For service by mail, service shall be complete upon deposit in the mail. Notice shall be deemed sufficient if it complies with the procedure set forth herein, whether or not the property owner or person responsible receives actual notice.

2. For any additional violations of the same nuisance prohibition on the same property caused by the same person responsible within twelve (12) months of the date of the initial notice, the City shall not be required to personally serve or mail a written notice against the person responsible. Service of a notice of a second or subsequent violation may be done by posting notice on the property.

3. The initial notice to abate shall contain:

- (a) A description of the real property, by street address or otherwise, on which the nuisance exists.
- (b) A direction to abate the nuisance within ten (10) days from the date of the notice.
- (c) A description of the nuisance, a citation to the section(s) of the City Code which are violated, and a description of the corrective action required.
- (d) A statement that unless the nuisance is removed, the City may abate the nuisance and the cost of abatement will be charged to the person responsible and assessed as a lien on the property.
- (e) A statement that failure to abate a nuisance may result in a fine.
- (f) A statement that the person responsible may appeal from the notice to abate by giving notice to the City Manager or his designee within ten (10) days from the date of the notice.
- (g) A statement that the City is not required to provide a written notice of a second or subsequent nuisance violation within a twelve (12) month period, and that notice of a second or subsequent violation may be done by posting notice on the property.

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

(B) Abatement by Person Responsible.

- 1. Within ten (10) days of the date of the notice, the person responsible shall remove the nuisance or show that no nuisance exists, or deliver a written notice of appeal to the City Manager. A written notice of appeal shall specify the basis for the appeal.
- 2. The Ontario Municipal Court shall conduct a hearing on the appeal of the abatement notice at which the City's designee and the appellant may call witnesses and present evidence. The City shall have the burden of proof to demonstrate by a preponderance of the evidence that a violation has occurred and that the required corrective action is reasonable. The Ontario Municipal Court shall affirm, vacate, or modify the City's decisions regarding the alleged violation and/or the required corrective action, with or without written conditions.

(C) Abatement by City.

- 1. If within the time allowed, the nuisance has not been abated by the person responsible, the City may cause the nuisance to be abated.
- 2. The officer charged with abatement of the nuisance shall have the right, at reasonable times, to enter into or upon property, in accordance with law, to investigate or cause the removal of a nuisance.
- 3. The City Manager or his designee shall keep an accurate record of the expense incurred by the City in physically abating the nuisance, including incidental expenses set forth in subsection (E) below.

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

(E) Assessment of Costs.

1. The cost, including incidental expenses, of correcting the violation shall be billed to the person responsible for the violation and/or the owner, lessor, tenant or other person entitled to control, use and/or occupancy of the property and shall become due and payable to the City of Ontario within ten (10) calendar days of the bill being issued. A minimum administrative fee of not less than one hundred dollars (\$100.00) shall be imposed for each abatement notice issued. The City Council may by resolution change the minimum fee from time to time. The term "incidental expense" shall include, but not be limited to personnel costs, both direct and indirect; attorney's fees; costs incurred in documenting the violation; hauling, storage and disposal expenses; and actual expenses and costs of the City in preparing notices, specifications and contracts, and in accomplishing and/or contracting and inspecting the work, and the costs of any required printing and mailing. The City Manager or his designee, by registered or certified mail, postage prepaid, shall forward to the person responsible a notice stating:

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

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

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

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

5. In lieu of a lien against the property, the city may refer the account to Collections once the account is more than sixty (60) days past due. In addition, a late fee set by Fee Resolution to offset the administrative expenses incurred due to the late payment, shall

be due and owing on any payment received after the due date and in coordination with the completion of the payment processing grace period.

(F) Separate Violations. The requirements to abate a nuisance are not a penalty for violating the Code but are an additional remedy. The imposition of a penalty does not relieve a person of the duty to abate the nuisance; however, abatement by the person responsible of a nuisance within ten (10) days of the date of notice to abate, or within ten (10) days of the determination by the Ontario Municipal Court upon an appeal therefrom, will excuse the person responsible from the imposition of any fine.

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

Section 7-1-4 of the Ontario City Code is hereby created by adding those portions that are underlined:

7-1-7 - Penalty.

Except where penalty provisions have been provided otherwise in this Chapter, any person violating any provision of this Chapter commits a Class D civil violation.

**APPROVED AND ADOPTED** by the Common Council of the City of Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

**APPROVED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

ATTEST:

\_\_\_\_\_  
Joe Dominick, Mayor

\_\_\_\_\_  
Tori Barnett, MMC, City Recorder

## AGENDA REPORT

June 18, 2012

**TO:** Mayor and City Council

**FROM:** Chuck Mickelson, City Manager Pro-Tem

**SUBJECT:** **ACCEPTANCE OF QUITCLAIM DEED, SUBORDINATION AGREEMENT, BARGAIN & SALE DEED AND EASEMENTS FROM MAX MILLS  
NW WASHINGTON ROADWAY RELOCATION PROJECT**

**DATE:** June 7, 2012

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### **SUMMARY:**

Attached are the following documents:

- Signed Quitclaim Deed: Max Mills to City of Ontario
- Signed Subordination Agreement: Max Mills to City of Ontario
- Signed Bargain & Sale Deed: Max Mills to City of Ontario
- Signed Permanent Easement: Max Mills to City of Ontario
- Signed Temporary Easement: Max Mills to City of Ontario

### **PREVIOUS COUNCIL ACTION:**

July 6, 2010 Council approved Agreement No. 26720 with ODOT accepting \$4.5 million for the relocation of NW Washington and constructing Park Blvd to NW 16<sup>th</sup> Avenue.

November 15, 2010 Council approved Agreement No. 26720-01 with ODOT which was an amendment authorizing the expenditure and reimbursement of funds for the above project.

March 7, 2011 Council approved Agreement No. 27027 with ODOT authorizing the ODOT right of way staff to proceed with appraisals and acquisition of properties for the NW Washington and Park Blvd roadway project.

July 18, 2011 Council approved Agreement No. 27027-01 with ODOT which was an amendment clarifying how funds will be paid by ODOT for the appraisals and acquisition costs.

### **BACKGROUND:**

ODOT staff has prepared appraisals and conducted negotiations on many of the parcels that must be acquired for this roadway project. Various deeds for the above properties are attached and must be accepted by the city prior to recording or closing on the property.

### **STAFF RECOMMENDATION:**

Staff recommends the Council authorize the City Manager to sign the various Deeds and Easements.

### **PROPOSED MOTION:**

I move the City Council authorize the City Manager to sign the Quitclaim Deed, Subordination Agreement, Bargain & Sale Deed, and Easements from Max Mills accepting the property for the NW Washington roadway project.

FILE# 7546 001  
MAP -----

#### QUITCLAIM DEED

MAX MILLS, Grantor, being the holder of an easement interest in the hereinafter described property as evidenced by that certain Agreement for Easement, recorded April 3, 1978, in Instrument No. 43220, Records of Malheur County, Oregon, for no monetary consideration does relinquish and forever quitclaim unto the CITY OF ONTARIO, a municipal corporation of the State of Oregon, Grantee, all of Grantor's right, title, and interest in and to the property described as Parcel 1 on Exhibit "A" dated 9/21/11, attached hereto and by this reference made a part hereof.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

SEND TAX STATEMENT TO: NO CHANGE

AFTER RECORDING RETURN TO:  
OREGON DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY SECTION  
4040 FAIRVIEW INDUSTRIAL DRIVE SE MS#2  
SALEM OR 97302-1142

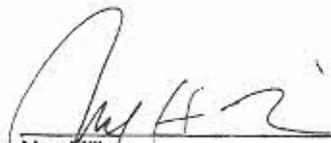
Map and Tax Lot #: 17S4733D 2800

Property Address: 2241 Hollars Street  
Ontario, OR 97914

FILE# 7546 001  
MAP -----

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the City of Ontario, a municipal corporation of the State of Oregon, unless and until accepted and approved by the recording of this document.

Dated this 30 day of may, 20 12.

  
\_\_\_\_\_  
Max Mills

STATE OF OREGON, County of Malheur

Dated may 30, 20 12. Personally appeared, and signed before me by, the above named Max Mills, who acknowledged the foregoing instrument to be his voluntary act. Before me:



  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires 9/8/14

Accepted on behalf of the City of Ontario, a municipal Corporation of the State of Oregon

\_\_\_\_\_

FEE & EASEMENTS

DENNIS RAEBURN HART and MARGARET ANN HART  
 Co-Trustees of the HART FAMILY TRUST, u/v/a/ dated December 13, 1997  
 1026 SW 9<sup>th</sup> Avenue  
 Ontario, OR 97914-3320

Reference Numbers: 25  
 Map & Tax Lot Numbers: 17S4733D 2800  
 Deeds: 97-9 915

PARCEL 1 (2800) – FEE (H1)

A parcel of land lying in Lot 1, Block 6, of the CORRECTED PLAT OF OREGON AND WESTERN COLONIZATION CO. SUBDIVISION SECOND ADDITION, Malheur County, Oregon and being a portion of that property described in that deed recorded December 22, 1997, Instrument No. 97-9915 as Parcel 3, Malheur County Deed Records; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Both sides of the "W" center line of the Re-aligned NW Washington Avenue which center line is described as follows:

Beginning at Engineer's center line Station "W" PC125+23.07, said station being 797.53 feet South and 1650.74 feet East of the West 1/4 corner of Section 33, Township 17 South, Range 47 east, W.M. (from which the SW corner of said Section 33 bears South 01° 38' 56" East 2616.15 feet from said 1/4 corner); thence on a 980.00 feet radius curve left (the long chord of which bears South 87° 45' 47" East 367.66 feet) 369.85 feet; thence on a 3500.00 feet radius curve to the right (the long chord of which bears North 85° 58' 04" East 554.41 feet) 554.99 feet; thence South 89° 29' 22" East 964.88 feet; thence on a 580.00 feet radius curve to the right (the long chord of which bears South 67° 41' 56" East 430.61 feet) 441.17 feet; thence South 45° 54' 31" East 1036.27 feet to Engineer's center line Station "W" 158+92.22.

The widths in feet of the strip of land above referred to are as follows:

Station to	Station	Width	on Northerly Side of Center Line
"W" 136+95	"W"	141+50	50
Station to	Station	Width	on Southerly Side of Center Line
"W" 136+78	"W" 137+63		53.16 in a straight line to 50
"W" 137+63	"W"	142+10	50

Bearings are based upon the Oregon Coordinate System of 1983(91), south zone.

The Parcel of land to which this description applies contains 43,331 square feet, more or less.

**PARCEL 2 (2800) — Permanent Easement for Slopes, Sewers, Water, Gas, Electric and Communication services lines, Fixtures and Facilities (H2),**

A parcel of land lying in Lot 1, Block 6, of the CORRECTED PLAT OF OREGON AND WESTERN COLONIZATION CO. SUBDIVISION SECOND ADDITION, Malheur County, Oregon and being a portion of that property described in that deed recorded December 22, 1997, Instrument No. 97-0015 as Parcel 3, Malheur County Deed Records; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the "W" center line of the Re-aligned NW Washington Avenue which center line is described in Parcel 4.

The widths in feet of the strip of land above referred to are as follows:

Station to	Station	Width	on Northerly Side of Center Line
"W" 137+45	"W" 137+80	60	60 in a straight line to 50
"W" 137+80	"W" 138+50		

Initial Here

EXCEPTING THEREFROM Parcel 4 described above.

The Parcel of land to which this description applies contains 975 square feet, more or less.

**PARCEL 3 (2800) — Temporary Easement For Work Area (3 year or duration of Project, whichever is sooner) (H3),**

A parcel of land lying in Lot 1, Block 6, of the CORRECTED PLAT OF OREGON AND WESTERN COLONIZATION CO. SUBDIVISION SECOND ADDITION, Malheur County, Oregon and being a portion of that property described in that deed recorded December 22, 1997, Instrument No. 97-0015 as Parcel 3, Malheur County Deed Records; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the "W" center line of the Re-aligned NW Washington Avenue which center line is described in Parcel 4.

The widths in feet of the strip of land above referred to are as follows:

Station to	Station	Width	on Northerly Side of Center Line
"W" 140+05	"W" 140+57	50	50 in a straight line to 104.7
"W" 140+57	"W" 141+14.5		104.7 in a straight line to 50

Initial Here

EXCEPTING THEREFROM Parcel 4 described above.

The Parcel of land to which this description applies contains 2095 square feet, more or less.

**SUBORDINATION AGREEMENT**

THIS AGREEMENT dated May 30, 2012, by and between **MAX MILLS**, hereinafter called the first party, and the **CITY OF ONTARIO**, a municipal corporation of the State of Oregon, hereinafter called the second party, WITNESSETH:

The first party holds an interest as set out in an Agreement for Easement recorded April 3, 1978, in Instrument No. 43220, Records of Malheur County, Oregon, and in an Easement recorded May 2, 1986, in Instrument No. 86-3261, Records of Malheur County, Oregon. Both aforementioned Easements affect the property described as **Parcels 2 and 3 on Exhibit "A" dated 9/21/11**, attached hereto and by this reference made a part hereof.

To the first party's information and belief, the first party never sold or assigned first party's interest and at all times since the date thereof has been and now is the owner and holder thereof.

The second party is about to accept a conveyance and easements upon the property.

The first party has agreed and consented to subordinate first party's interest to the interest about to be accepted by the second party as above set forth.

**AFTER RECORDING RETURN TO:**  
OREGON DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY SECTION  
4040 FAIRVIEW INDUSTRIAL DRIVE SE MS#2  
SALEM OR 97302-1142

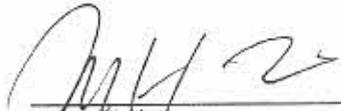
Map and Tax Lot #: 17S4733D 2800  
Property Address: 2241 Hollars Street  
Ontario, OR 97914

NOW, THEREFORE, for value received, the first party, on behalf of the first party and also on behalf of the first party's personal representatives, successors, and assigns, hereby covenants, consents and agrees to and with the second party and second party's, successors, and assigns, that the first party's interest on the property is and shall always be subject and subordinate to the interest about to be delivered to the second party as aforesaid, and that the second party's interest in all respects shall be first, prior and superior to that of the first party.

It is expressly understood and agreed that nothing herein contained shall be construed to change, alter or impair the first party's interest, except as hereinabove expressly set forth.

In construing this subordination agreement, and where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this agreement shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the undersigned has executed this agreement. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

  
\_\_\_\_\_  
Max Mills

STATE OF OREGON, County of Malheur

Dated May 30, 2012. Personally appeared, and signed before me by, the above named Max Mills, who acknowledged the foregoing instrument to be his voluntary act. Before me:



  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires 9/8/14

Accepted on behalf of the City of Ontario, a municipal Corporation of the State of Oregon

FEE & EASEMENTS

DENNIS RAEBURN HART and MARGARET ANN HART  
 Co-Trustees of the HART FAMILY TRUST, u/t/a/ dated December 13, 1997  
 1026 SW 9<sup>th</sup> Avenue  
 Ontario, OR 97914-3320

Reference Numbers: 25  
 Map & Tax Lot Numbers: 17S4733D 2800  
 Deeds: 97-9 915

PARCEL 1 (2800)—FEE (H1)

A parcel of land lying in Lot 1, Block 6, of the CORRECTED PLAT OF OREGON AND WESTERN COLONIZATION CO. SUBDIVISION SECOND ADDITION, Malheur County, Oregon and being a portion of that property described in that deed recorded December 22, 1997, Instrument No. 97-9015 as Parcel 3, Malheur County Deed Records; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Both sides of the "W" center line of the Re-aligned NW Washington Avenue which center line is described as follows:

Beginning at Engineer's center line Station "W" PC126+23.07, said station being 797.53 feet South and 1650.74 feet East of the West 1/4 corner of Section 33, Township 17 South, Range 47 east, W.M. (from which the SW corner of said Section 33 bears South 01° 38' 56" East 2616.15 feet from said 1/4 corner); thence on a 980.00 feet radius curve left (the long chord of which bears South 87° 45' 47" East 367.66 feet) 369.85 feet; thence on a 3500.00 feet radius curve to the right (the long chord of which bears North 85° 58' 04" East 554.41 feet) 554.99 feet; thence South 89° 29' 22" East 964.86 feet; thence on a 580.00 feet radius curve to the right (the long chord of which bears South 67° 41' 56" East 430.61 feet) 441.17 feet; thence South 45° 54' 31" East 4939.27 feet to Engineer's center line Station "W" 458+92.22.

The widths in feet of the strip of land above referred to are as follows:

Initial Here

Station to	Station	Width	on Northerly Side of Center Line
"W" 136+96	"W" 141+50	50	—
Station to	Station	Width	on Southerly Side of Center Line
"W" 136+78 "W" 137+63	"W" 137+63 "W" 142+10	50	53.46 in a straight line to 50

Bearings are based upon the Oregon Coordinate System of 1983(91), south zone.

The Parcel of land to which this description applies contains 43,331 square feet, more or less.

**PARCEL 2 (2800) – Permanent Easement for Slopes, Sewers, Water, Gas, Electric and Communication services lines, Fixtures and Facilities (H2).**

A parcel of land lying in Lot 1, Block 6, of the CORRECTED PLAT OF OREGON AND WESTERN COLONIZATION CO. SUBDIVISION SECOND ADDITION, Malheur County, Oregon and being a portion of that property described in that deed recorded December 22, 1997, Instrument No. 97-9915 as Parcel 3, Malheur County Deed Records; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the "W" center line of the Re-aligned NW Washington Avenue which center line is described in Parcel 1.

The widths in feet of the strip of land above referred to are as follows:

Station to	Station	Width	on Northerly Side of Center Line
"W" 137+15	"W"	137+80	60
"W" 137+80		"W" 138+50	60 in a straight line to 50

EXCEPTING THEREFROM Parcel 1 described above.

The Parcel of land to which this description applies contains 975 square feet, more or less.

**PARCEL 3 (2800) – Temporary Easement For Work Area (3 year or duration of Project, whichever is sooner) (H3).**

A parcel of land lying in Lot 1, Block 6, of the CORRECTED PLAT OF OREGON AND WESTERN COLONIZATION CO. SUBDIVISION SECOND ADDITION, Malheur County, Oregon and being a portion of that property described in that deed recorded December 22, 1997, Instrument No. 97-9915 as Parcel 3, Malheur County Deed Records; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the "W" center line of the Re-aligned NW Washington Avenue which center line is described in Parcel 1.

The widths in feet of the strip of land above referred to are as follows:

Station to	Station	Width	on Northerly Side of Center Line
"W" 140+05		"W" 140+57	50 in a straight line to 104.7
"W" 140+57		"W" 141+14.5	104.7 in a straight line to 50

EXCEPTING THEREFROM Parcel 1 described above.

The Parcel of land to which this description applies contains 2995 square feet, more or less.

**BARGAIN and SALE DEED**

**MAX MILLS**, Grantor, for the true and actual consideration of \$2,325.00, does convey unto the **CITY OF ONTARIO**, a municipal corporation of the State of Oregon, Grantee, fee title to the property described as **Parcel 1 on Exhibit "A" dated 10/14/11**, attached hereto and by this reference made a part hereof.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

**AFTER RECORDING RETURN TO:**  
OREGON DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY SECTION  
4040 FAIRVIEW INDUSTRIAL DRIVE SE, MS#2  
SALEM OR 97302-1142

Map and Tax Lot #: 17S4733D 1700  
Property Address: 1751 Oregon Street  
Ontario, OR 97914

TAXES TO: CITY OF ONTARIO  
444 SW 4<sup>TH</sup> STREET, ONTARIO OR 97914

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The statement above is required by law to be included in this instrument. PLEASE NOTE: the property described in this instrument is not a "lot" or "parcel" as defined in ORS 92.010 or 215.010. Nevertheless, the property is a legally created unit of land as described in ORS 92.010 (9) (d) or (e).

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the City of Ontario, a municipal corporation of the State of Oregon, unless and until accepted and approved by the recording of this document.

Dated this 30 day of May, 2012.

  
Max Mills

STATE OF OREGON, County of Malheur

Dated May 30, 2012. Personally appeared, and signed before me by, the above named

Max Mills, who acknowledged the foregoing instrument to be his voluntary act. Before me:



  
Notary Public for Oregon  
My Commission expires 9/8/14

Accepted on behalf of the City of Ontario, a municipal corporation of the State of Oregon

\_\_\_\_\_

**FEE & EASEMENTS**

**MAX MILLS**  
1141 SW 3<sup>rd</sup> Avenue  
Ontario, OR 97914-2126

Reference Numbers: 21  
Map & Tax Lot Numbers: 17S4733D 1700  
Deeds: 2005 -698

**PARCEL 1 (1700) – FEE (M1)**

A parcel of land lying in Lot 2, Block 3, of the CORRECTED PLAT OF OREGON AND WESTERN COLONIZATION CO. SUBDIVISION SECOND ADDITION, Malheur County, Oregon and being a portion of that property described in that deed recorded January 31, 2005, Instrument No. 2005-698, Malheur County Deed Records; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Westerly side of the "O" center line of the NW 9<sup>th</sup> Street which center line is described as follows:

Beginning at Engineer's center line Station "O" 48+00.00, said station being 1533.88 feet North and 793.36 feet East of the South 1/4 corner of Section 33, Township 17 South, Range 47 east, W.M. (from which the SW corner of said Section 33 bears South 87° 48' 53" West 2628.06 feet from said 1/4 corner); thence North 01° 43' 03" West 200.00 feet to centerline Station "O" 50+00.00 being the intersection with NW Washington Street at centerline Station "W" 143+65.58; thence continuing North 01° 43' 03" West 191.42; thence on a 200.00 feet radius curve to the left (the long chord of which bears North 25° 02' 18" West 158.35 feet) 162.81 feet to PCC centerline Station "O" 53+54.23.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Westerly Side of Center Line
"O" 52+15	"O"	52+90	30

Bearings are based upon the Oregon Coordinate System of 1983(91), south zone.

The Parcel of land to which this description applies contains 593 square feet, more or less.

**PARCEL 2 (1700) – Permanent Easement for Slopes, Sewers, Water, Gas, Electric and Communication services lines, Fixtures and Facilities (M2)**

A parcel of land lying in Lot 2, Block 3, of the CORRECTED PLAT OF OREGON AND WESTERN COLONIZATION CO. SUBDIVISION SECOND ADDITION, Malheur County, Oregon and being a portion of that property described in that deed recorded January 31, 2005, Instrument No. 2005-698, Malheur County Deed Records; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Westerly side of the "O" center line of the NW 9<sup>th</sup> Street which center line is described in Parcel 1 above.

The widths in feet of the strip of land above referred to are as follows: Initial Here



Station to	Station	Width	on Westerly Side of Center Line
"O" 51+91.42	"O" 52+61		40 in a straight line to 29.75

EXCEPTING THEREFROM Parcel 1 described above.

The Parcel of land to which this description applies contains 220 square feet, more or less.

**PARCEL 3 (1700) — Temporary Easement For Work Area (3 year or duration of Project, whichever is sooner) (M3)**

A parcel of land lying in Lot 2, Block 3, of the CORRECTED PLAT OF OREGON AND WESTERN COLONIZATION CO. SUBDIVISION SECOND ADDITION, Malheur County, Oregon and being a portion of that property described in that deed recorded January 31, 2005, Instrument No. 2005-698, Malheur County Deed Records; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Westerly side of the "O" center line of the NW 9<sup>th</sup> Street which center line is described in Parcel 1 above.

The widths in feet of the strip of land above referred to are as follows:

Initial Here

Station	to	Station	Width on Westerly Side of Center Line
"O" 52+25.06		"O" 52+40	37.71 in a straight line to 50.62
"O" 52+40		"O" 53+07.92	50.62 in a straight line to 47.82
"O" 53+07.92	"O"	— 53+17.38	47.82 in a straight line to 35.98

EXCEPTING THEREFROM Parcel 1 and 2 described above.

The Parcel of land to which this description applies contains 1164 square feet, more or less.

**PERMANENT EASEMENT**

**MAX MILLS**, Grantor, for the true and actual consideration of \$ 325.00, does grant to the **CITY OF ONTARIO**, a **municipal corporation of the State of Oregon**, Grantee, its successors and assigns, a permanent easement to construct and maintain slopes, to construct, reconstruct, operate, maintain, inspect and repair drainage facilities and/or underground sewer line facilities and appurtenances, and to relocate, construct and maintain water, gas, electric and communication service lines, fixtures and facilities, and appurtenances upon, over, under, and across the property described as **Parcel 2 on Exhibit "A" dated 10/14/11**, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the easement herein granted does not convey any right, or interest in the above-described Parcel 2, except for the purposes stated herein, nor prevent Grantor from the use of said property; provided, however, that such use shall not be permitted to interfere with the rights herein granted or endanger the lateral support of the public way, or to interfere in any way with the relocation, construction, and maintenance of said utilities, and their appurtenances, as granted herein above.

IT IS ALSO UNDERSTOOD that Grantee shall never be required to remove the slope materials placed by it on said property, nor shall Grantee be subject to any damages to Grantor and grantor's heirs, successors and assigns, by reason thereof, or by reason of any change of grade of the public way abutting on said property.

**AFTER RECORDING RETURN TO:**  
OREGON DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY SECTION  
4040 FAIRVIEW INDUSTRIAL DRIVE SE, MS#2  
SALEM OR 97302-1142

Map and Tax Lot #: 17S4733D 1700

Property Address: 1751 Oregon Street  
Ontario, OR 97914

IT IS ALSO UNDERSTOOD that this easement shall be subject to the same conditions, terms and restrictions contained in the easements, licenses and/or permits granted to the owner of any facilities being relocated.

IT IS ALSO UNDERSTOOD that Grantor shall not place or erect any buildings or structures upon the easement area without the written consent of Grantee.

IT IS FURTHER UNDERSTOOD that nothing herein contained is intended to create any obligation on the part of Grantor or Grantee for the maintenance of said utilities.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the City of Ontario, a municipal corporation of the State of Oregon, unless and until accepted and approved by the recording of this document.

Dated this 30 day of May, 2012.

  
\_\_\_\_\_  
Max Mills

STATE OF OREGON, County of Malheur

Dated May 30, 2012. Personally appeared, and signed before me by, the above named Max Mills, who acknowledged the foregoing instrument to be his voluntary act. Before me:



  
Notary Public for Oregon  
My Commission expires 9/8/14

Accepted on behalf of the City of Ontario, a municipal corporation of the State of Oregon

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**FEE & EASEMENTS**

MAX MILLS  
1141 SW 3<sup>rd</sup> Avenue  
Ontario, OR 97914-2126

Reference Numbers: 21  
Map & Tax Lot Numbers: 17S4733D 1700  
Deeds: 2005 -698

**PARCEL 1 (1700) - FEE (M1)**

A parcel of land lying in Lot 2, Block 3, of the CORRECTED PLAT OF OREGON AND WESTERN COLONIZATION CO. SUBDIVISION SECOND ADDITION, Malheur County, Oregon and being a portion of that property described in that deed recorded January 31, 2005, Instrument No. 2005-698, Malheur County Deed Records; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Westerly side of the "O" center line of the NW 9<sup>th</sup> Street which center line is described as follows:

Beginning at Engineer's center line Station "O" 48+00.00, said station being 1633.88 feet North and 793.36 feet East of the South 1/4 corner of Section 33, Township 17 South, Range 47 east, W.M. (from which the SW corner of said Section 33 bears South 87° 48' 53" West 2628.06 feet from said 1/4 corner); thence North 01° 43' 03" West 200.00 feet to centerline Station "O" 50+00.00 being the intersection with NW Washington Street at centerline Station "W" 143+65.58; thence continuing North 01° 43' 03" West 191.42; thence on a 200.00-foot radius curve to the left (the long chord of which bears North 25° 02' 18" West 158.36 feet) 162.81 feet to PCC centerline Station "O" 53+54.23.

The widths in feet of the strip of land above referred to are as follows:

Initial Here

Station	to	Station	Width on Westerly Side of Center Line
"O" 52+15	"O"	— 52+99	30

Bearings are based upon the Oregon Coordinate System of 1983(91), south zone.

The Parcel of land to which this description applies contains 593 square feet, more or less.

**PARCEL 2 (1700) - Permanent Easement for Slopes, Sewers, Water, Gas, Electric and Communication services lines, Fixtures and Facilities (M2)**

A parcel of land lying in Lot 2, Block 3, of the CORRECTED PLAT OF OREGON AND WESTERN COLONIZATION CO. SUBDIVISION SECOND ADDITION, Malheur County, Oregon and being a portion of that property described in that deed recorded January 31, 2005, Instrument No. 2005-698, Malheur County Deed Records; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Westerly side of the "O" center line of the NW 9<sup>th</sup> Street which center line is described in Parcel 1 above.

The widths in feet of the strip of land above referred to are as follows:

Station to	Station	Width	on Westerly Side of Center Line
"O" 51+91.42	"O" 52+61	40	In a straight line to 29.75

EXCEPTING THEREFROM Parcel 1 described above.

The Parcel of land to which this description applies contains 220 square feet, more or less.

**PARCEL 3 (1700) — Temporary Easement For Work Area (3-year or duration of Project, whichever is sooner) (M3)**

A parcel of land lying in Lot 2, Block 3, of the CORRECTED PLAT OF OREGON AND WESTERN COLONIZATION CO. SUBDIVISION SECOND ADDITION, Malheur County, Oregon and being a portion of that property described in that deed recorded January 31, 2005, Instrument No. 2005-698, Malheur County Deed Records; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Westerly side of the "O" center line of the NW 9<sup>th</sup> Street which center line is described in Parcel 1 above.

The widths in feet of the strip of land above referred to are as follows:

Initial Here

Station	to	Station	Width on Westerly Side of Center Line
"O" 52+25.06		"O" 52+40	37.71 in a straight line to 50.62
"O" 52+40		"O" 53+07.92	50.62 in a straight line to 47.82
"O" 53+07.92	"O"	— 53+17.38	47.82 in a straight line to 35.98

EXCEPTING THEREFROM Parcel 1 and 2 described above.

The Parcel of land to which this description applies contains 1154 square feet, more or less.

TEMPORARY EASEMENT

MAX MILLS, Grantor, for the true and actual consideration of \$350.00, does grant to the CITY OF ONTARIO, a municipal corporation of the State of Oregon, Grantee, its successors and assigns, a temporary easement for a work area for construction purposes, over and across the property described on Parcel 3 on Exhibit "A" dated 10/14/11, attached hereto and by this reference made a part hereof.

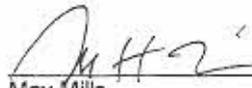
IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate three (3) years from the date hereof or upon completion of the above-mentioned construction project, whichever is sooner.

IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described property, except as stated herein, nor prevent Grantor from the use of said property; provided, however that such use does not interfere with the rights herein granted.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

Dated this 30 day of May, 2012.

  
\_\_\_\_\_  
Max Mills

STATE OF OREGON, County of Malheur

Dated May 30, 2012. Personally appeared, and signed before me by, the above named Max Mills, who acknowledged the foregoing instrument to be his voluntary act. Before me:



  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires 9/8/14

**FEE & EASEMENTS**

**MAX MILLS**  
1141 SW 3<sup>rd</sup> Avenue  
Ontario, OR 97914-2126

Reference Numbers: 21  
Map & Tax Lot Numbers: 17S4733D 1700  
Deeds: 2005 -698

**PARCEL 1 (1700) — FEE (M1)**

A parcel of land lying in Lot 2, Block 3, of the CORRECTED PLAT OF OREGON AND WESTERN COLONIZATION CO. SUBDIVISION SECOND ADDITION, Malheur County, Oregon and being a portion of that property described in that deed recorded January 31, 2005, Instrument No. 2005-698, Malheur County Deed Records; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Westerly side of the "O" center line of the NW 9<sup>th</sup> Street which center line is described as follows:

Beginning at Engineer's center line Station "O" 48+00.00, said station being 1533.88 feet North and 793.36 feet East of the South 1/4 corner of Section 33, Township 17 South, Range 47 east, W.M. (from which the SW corner of said Section 33 bears South 87° 48' 53" West 2628.06 feet from said 1/4 corner); thence North 01° 43' 03" West 200.00 feet to centerline Station "O" 50+00.00 being the intersection with NW Washington Street at centerline Station "W" 143+65.68; thence continuing North 01° 43' 03" West 191.42; thence on a 200.00-foot radius curve to the left (the long chord of which bears North 25° 02' 18" West 158.35 feet) 162.84 feet to PCC centerline Station "O" 53+54.23.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Westerly Side of Center Line
"O" 52+15	"O"	— 52+90	30

Initial Here

Bearings are based upon the Oregon Coordinate System of 1983(91), south zone.

The Parcel of land to which this description applies contains 593 square feet, more or less.

**PARCEL 2 (1700) — Permanent Easement for Slopes, Sewers, Water, Gas, Electric and Communication services lines, Fixtures and Facilities (M2)**

A parcel of land lying in Lot 2, Block 3, of the CORRECTED PLAT OF OREGON AND WESTERN COLONIZATION CO. SUBDIVISION SECOND ADDITION, Malheur County, Oregon and being a portion of that property described in that deed recorded January 31, 2005, Instrument No. 2005-698, Malheur County Deed Records; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Westerly side of the "O" center line of the NW 9<sup>th</sup> Street which center line is described in Parcel 1 above.

The widths in feet of the strip of land above referred to are as follows:

Station to	—	Station	Width	— on Westerly Side of Center Line	Initial Here
"O" 51+91.42		"O" 52+61		40 in a straight line to 29.75	↓

EXCEPTING THEREFROM Parcel 1 described above.

The Parcel of land to which this description applies contains 220 square feet, more or less.

**PARCEL 3 (1700) – Temporary Easement For Work Area (3 year or duration of Project, whichever is sooner) (M3)**

A parcel of land lying in Lot 2, Block 3, of the CORRECTED PLAT OF OREGON AND WESTERN COLONIZATION CO. SUBDIVISION SECOND ADDITION, Malheur County, Oregon and being a portion of that property described in that deed recorded January 31, 2005, Instrument No. 2005-698, Malheur County Deed Records; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Westerly side of the "O" center line of the NW 9<sup>th</sup> Street which center line is described in Parcel 1 above.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Westerly Side of Center Line
"O" 52+25.06		"O" 52+40	37.71 in a straight line to 50.62
"O" 52+40		"O" 53+07.92	50.62 in a straight line to 47.82
"O" 53+07.92	"O"	53+17.38	47.82 in a straight line to 35.98

EXCEPTING THEREFROM Parcel 1 and 2 described above.

The Parcel of land to which this description applies contains 1164 square feet, more or less.

## AGENDA REPORT

June 18, 2012

TO: Mayor and City Council

FROM: Chuck Mickelson, City Manager Pro-Tem

SUBJECT: **ACCEPTANCE OF A RELINQUISHMENT DEED FROM THE STATE OF OREGON, BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, TRANSFERRING TAPADERA AVENUE, PART OF GOODFELLOW, AND PART OF EAST LANE TO THE CITY OF ONTARIO.**

DATE: June 12, 2012

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### SUMMARY:

Attached are the following documents:

- Signed Relinquishment Deed: State of Oregon to City of Ontario

### PREVIOUS COUNCIL ACTION:

- 2003-2004 The City hired the firm of Meyer Mohaddes Associates to prepare a traffic study for the "East Ontario Commercial Area." This study resulted in the recommendations for improvements to the roadway and intersections as well as establishing fees per vehicle trip. The City then passed an ordinance requiring the payment of traffic impact fees from the various developers in the area.
- 2008-2009 ODOT requested that the City take responsibility for maintenance of the East Idaho Avenue from the Snake River to NE 4<sup>th</sup> Street. The City rejected this proposal and ODOT remains responsible for the structural integrity of this section of State Highway 30.
- 2009 Council adopted a two-year budget that included upgrades to East Idaho intersections in the amount of \$750,000.
- Nov. 15, 2011 -City Council approved Resolutions 2010-153 and 154 which reallocated funding and modified the project budget from \$750,000 to \$800,000.  
-City Council approved Agreement #26638 with ODOT for this project.
- July 18, 2011 City Council approved Revised Agreement #27785 (replacing Agreement #26638).

### BACKGROUND:

The State of Oregon (ODOT) relinquishes some right of way to the City of Ontario. The relinquishment deed pertains to specific pieces of right of way acquired in 1996 – 1998 for the East Idaho Avenue project on the Olds Ferry-Ontario Highway. The relinquishment is in accordance with C&A #27785.

### STAFF RECOMMENDATION:

Staff recommends the Council authorize the City Manager to sign the Relinquishment Deed.

### PROPOSED MOTION:

I move the City Council authorize the City Manager to sign the Relinquishment Deed from the State of Oregon by and through its Department of Transportation, transferring Tapadera Avenue, part of Goodfellow, and part of East Lane to the City of Ontario.

## **Relinquishment Deed**

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Right of Way Files 6328008 – 6328011  
& 6328014

Relinquishment No. 6328000A  
Misc. C & A Agreement No. 27785  
Goodfellow St., Tapadera Ave., East Lane Sections  
US30 East Idaho Avenue  
Olds Ferry-Ontario Highway  
Malheur County, Oregon

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In order to complete terms of Misc. C & A Agreement No. 27785, dated July 28, 2011, between the **STATE OF OREGON, by and through its Department of Transportation**, hereinafter called "State", and **CITY OF ONTARIO, a municipal corporation of the State of Oregon, acting by and through its Elected Officials**, hereinafter called "City", State does hereby relinquish unto City its right, title and interest in the connecting streets or portions thereof as provided for in said agreement. Any right-of-way being conveyed in which State has any title shall be vested in City **ONLY SO LONG AS USED FOR PUBLIC ROAD PURPOSES. IF SAID RIGHT OF WAY IS NO LONGER USED FOR PUBLIC ROAD PURPOSES, IT SHALL AUTOMATICALLY REVERT TO STATE.** The area being relinquished is described in the legal description and accompanying map, marked Exhibit "A" and Exhibit "B", attached hereto and by this reference made a part hereof.

The property above described is transferred subject to the rights of any utilities located within said property and further subject to the rights of the owners of said existing facilities if any there be, to operate, reconstruct, and maintain their utility facilities presently located within said property.

5/30/12  
Page 1 - Relinquishment

RETURN TO  
OREGON DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY SECTION  
4040 FAIRVIEW INDUSTRIAL DRIVE SE MS#2  
SALEM OR 97302-1142

Right of Way Files 6328008 – 6328011  
& 6328014

Relinquishment No. 6328000A  
Misc. C & A Agreement No. 27785  
Goodfellow St., Tapadera Ave., East Lane Sections  
US30 East Idaho Avenue  
Olds Ferry-Ontario Highway  
Malheur County, Oregon

The Oregon Transportation Commission, by a duly adopted Delegation Order No. 3, dated May 20, 2009, and Sub-delegation Order No. 4, dated July 7, 2005, and Letter of Authority paragraph No. 13, dated February 22, 2002, authorize the State Right of Way Manager to sign this Relinquishment for and on behalf of the Commission.

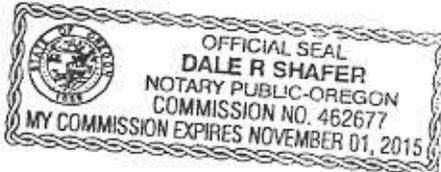
Dated this 5<sup>th</sup> day of June, 2012

STATE OF OREGON, by and through its  
DEPARTMENT OF TRANSPORTATION

By RK Crager  
Rick Crager, State Right of Way Manager

STATE OF OREGON, County of Marion

Dated June 5, 2012. Personally appeared Rick Crager, stated that he is the State Right of Way Manager for the State of Oregon, Department of Transportation, and that this document was voluntarily signed on behalf of the State of Oregon by authority delegated to him. Before me:



Dale R. Shafer  
Notary Public for Oregon  
My Commission expires 11/01/2015

Title as hereinabove relinquished and as shown on accompanying legal description and map, Exhibit "A" and Exhibit "B", is hereby accepted by City of Ontario.

Accepted on behalf of the City of Ontario

By \_\_\_\_\_

Date \_\_\_\_\_

5/30/12  
Page 2 - Relinquishment  
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**Parcel 1 - To Be Relinquished To The City Of Ontario (Goodfellow Street)**

A parcel of land situated in Section 2, Township 18 South, Range 47 East, W. M., Malheur County Oregon and being a portion of that property designated as Parcel 1 and that permanent easement for slopes designated as Parcel 2 and acquired by the State of Oregon, by and through its Department of Transportation, in that Stipulated Final Judgment dated October 27, 1997, entered as Circuit Court Case No. 96-0928244L, Malheur County Oregon, recorded January 29, 1998, Instrument No. 98-692, Malheur County Deed Records; and being a portion of that property designated as Parcel 1 and that permanent easement for slopes designated as Parcel 2 and described in that deed to the State of Oregon, by and through its Department of Transportation, recorded October 28, 1996 Instrument No. 96-7899 Malheur County Deed Records, the said parcel being that portion of said properties lying Easterly of a line at right angles to the center line of Tapadera Avenue at Engineer's Station "T" 0+971+600, which center line is described in said Judgment and said deed.

ALSO that property designated as Parcel 1 and that permanent easement for slopes designated as Parcel 2 and acquired by the State of Oregon, by and through its Department of Transportation, in that Stipulated Final Judgment dated November 3, 1997, entered as Circuit Court Case No. 960928239L, Malheur County Oregon, recorded December 10, 1997, Instrument No. 97-9677, Malheur County Deed Records.

**Parcel 2 - To Be Relinquished To The City Of Ontario (Tapadera Avenue)**

A parcel of land lying in Lot 3, Block 6, INTERSTATE SUBDIVISION, Malheur County, Oregon and being that property designated as Parcel 1 and that permanent easement for slopes designated as Parcel 2 and described in that deed to the State of Oregon, by and through its Department of Transportation, recorded October 17, 1996 Instrument No. 96-7664 Malheur County Deed Records.

ALSO a parcel of land lying in Lots 2, 4 and 5, Block 6, INTERSTATE SUBDIVISION, Malheur County, Oregon and being a portion of that property designated as Parcel 1 and that permanent easement for slopes designated as Parcel 2 and described in that deed to the State of Oregon, by and through its Department of Transportation, recorded October 28, 1996 Instrument No. 96-7899 Malheur County Deed Records; and being a portion of that property designated as Parcel 1 and that permanent easement for slopes designated as Parcel 2 and acquired by the State of Oregon, by and through its Department of Transportation, in that Stipulated Final Judgment dated October 27, 1997, entered as Circuit Court Case No. 96-0928244L, Malheur County Oregon, recorded January 29, 1998 Instrument No. 98-692 Malheur County Deed Records; the said parcel being that portion of said properties lying Westerly of a line at right angles to the center line of Tapadera

Avenue at Engineer's Station "T" 0+971.600, which center line is described in said Judgment and said deed.

AND ALSO that permanent easement for slopes designated as Parcel 3 and acquired by the State of Oregon, by and through its Department of Transportation, in that Stipulated Final Judgment dated October 27, 1997, entered as Circuit Court Case No. 96-0928244L, Malheur County Oregon, recorded January 29, 1998 Instrument No. 98-692 Malheur County Deed Records.

**Parcel 3 - To Be Relinquished To The City Of Ontario (East Lane)**

A parcel of land lying in Parcel 1 of Partition Plat No. 93-1, Malheur County, Oregon, and being a portion of that property designated as Tract 1 and Tract 2 and acquired by the State of Oregon, by and through its Department of Transportation, in that Stipulated Final Judgment dated December 19, 1997, entered as Circuit Court Case No. 96-0928252L, Malheur County Oregon, recorded January 29, 1998 Instrument No. 98-693 Malheur County Deed Records; said parcel being that portion of said property lying Northerly of the following described line:

Beginning at a point opposite and 28.890 meters Northerly of the center line of the Olds Ferry - Ontario Highway, State Highway No. 455, US Route 30 (East Idaho Avenue) at Engineer's center line Station "I" 1+790.400, thence Easterly in a straight line to a point opposite and 27.000 meters Northerly of Engineer's center line Station "I" 1+823.000 on said center line, which said center line is described in said Stipulated Final Judgment.

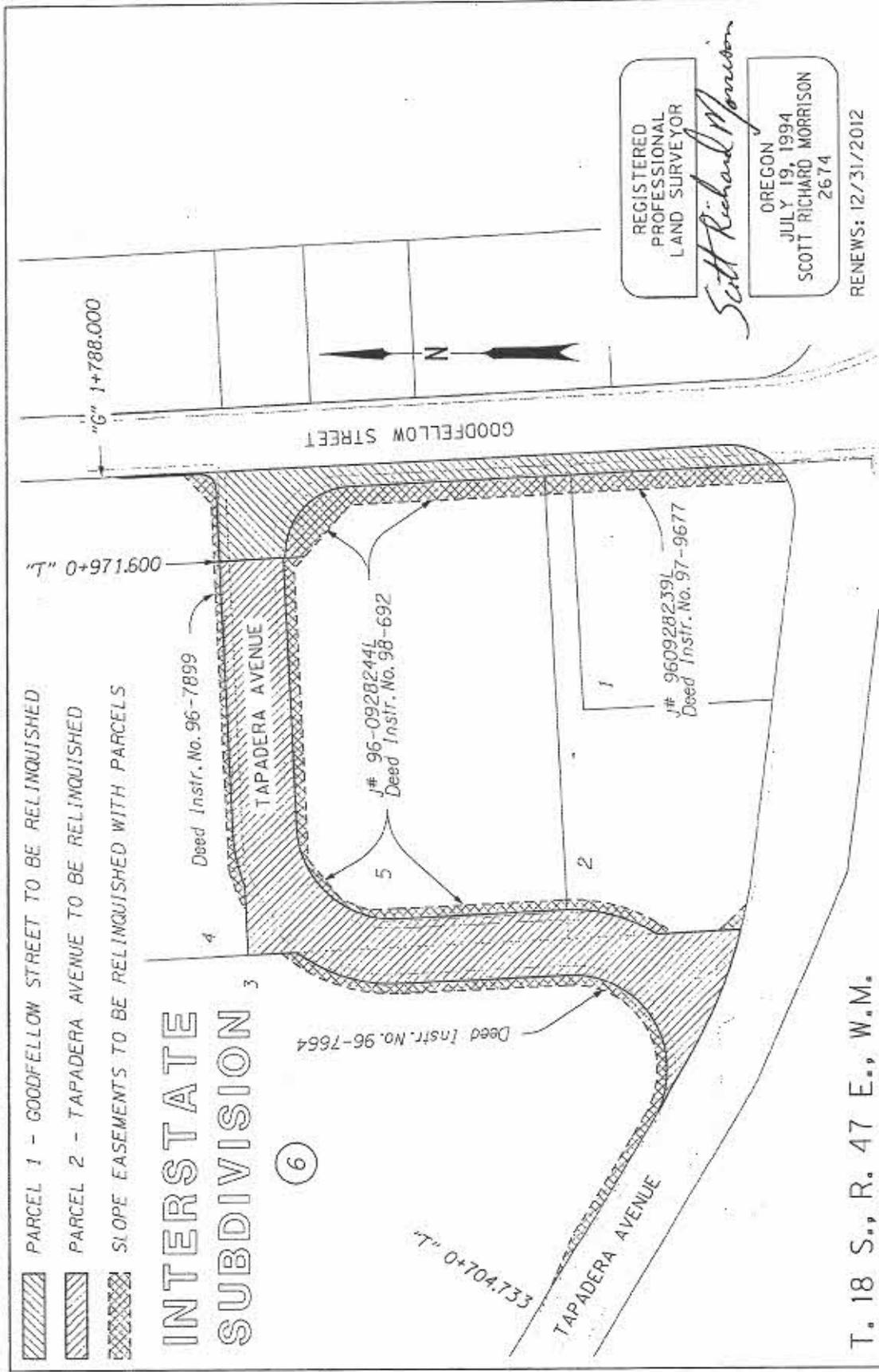
ALSO that property designated as Tract 3 and acquired in that Stipulated Final Judgment dated December 19, 1997, entered as Circuit Court Case No. 96-0928252L, Malheur County Oregon, recorded January 29, 1998 Instrument No. 98-693 Malheur County Deed Records.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Scott Richard Morrison*

OREGON  
JULY 19, 1994  
SCOTT RICHARD MORRISON  
2674

RENEWS: 12/31/2012



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Scott Richard Morrison*

OREGON  
JULY 19, 1994  
SCOTT RICHARD MORRISON  
2674

RENEWS: 12/31/2012

- PARCEL 1 - GOODFELLOW STREET TO BE RELINQUISHED
- PARCEL 2 - TAPADERA AVENUE TO BE RELINQUISHED
- SLOPE EASEMENTS TO BE RELINQUISHED WITH PARCELS

# INTERSTATE SUBDIVISION

(6)

T. 18 S., R. 47 E., W.M.

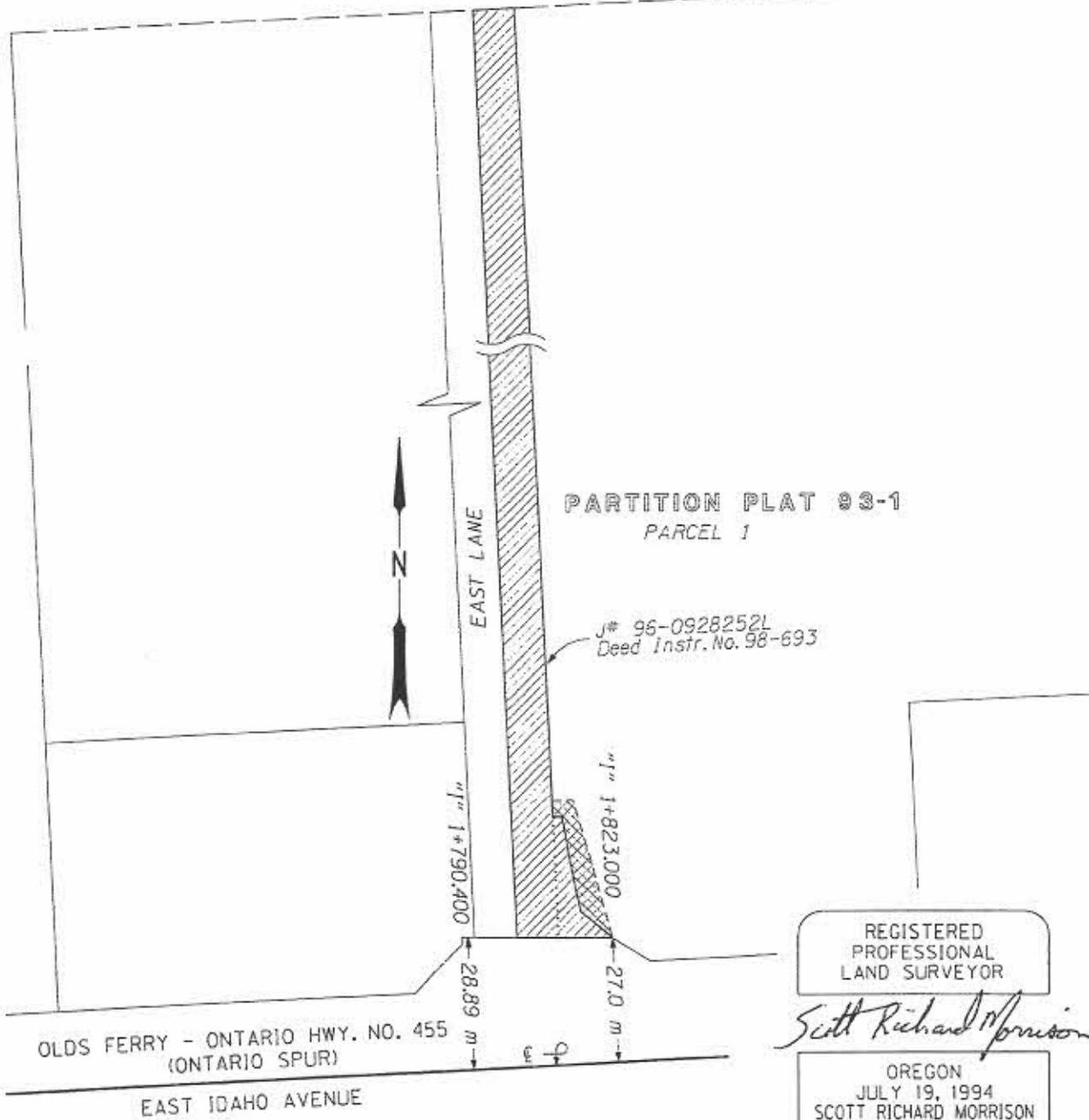
OREGON DEPARTMENT OF TRANSPORTATION  <b>RIGHT OF WAY RELINQUISHMENT</b> EXHIBIT B SHEET 1 OF 2	Section	E. Idaho Ave. (Ontario Spur) Section	Date	May, 2012
	Highway	Olds Ferry - Ontario Highway	File	MISC. C&A No. 27785
	County	Malheur County	See Drawing 10B-9-9	



PARCEL 3 - EAST LANE TO BE RELINQUISHED



SLOPE EASEMENT TO BE RELINQUISHED WITH PARCEL



REGISTERED PROFESSIONAL LAND SURVEYOR

*Scott Richard Morrison*

OREGON  
JULY 19, 1994  
SCOTT RICHARD MORRISON  
2674

T. 18 S., R. 47 E, W.M.

RENEWS: 12/31/2012

OREGON DEPARTMENT OF TRANSPORTATION



RIGHT OF WAY  
RELINQUISHMENT  
EXHIBIT B SHEET 2 OF 2

Section	E. Idaho Ave. (Ontario Spur) Section		
Highway	Olds Ferry - Ontario Highway		
County	Malheur County	Date	May, 2012
See Drawing 10B-9-9	File	MISC.C&A No. 27785	