

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

AGENDA  
CITY COUNCIL - CITY OF ONTARIO, OREGON  
TUESDAY, SEPTEMBER 6, 2016, 7:00 P.M., M.T.

- 1) CALL TO ORDER  
Roll Call: Norm Crume \_\_\_\_\_ Tessa Winebarger \_\_\_\_\_ Charlotte Fugate \_\_\_\_\_ Marty Justus \_\_\_\_\_  
Larry Tuttle \_\_\_\_\_ Betty Carter \_\_\_\_\_ Mayor Ron Verini \_\_\_\_\_

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on Wednesday, August 31, 2016. 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 AGENDA

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

5) CONSENT AGENDA: MOTION ACTION APPROVING CONSENT AGENDA ITEMS

- A) Minutes of Regular Meeting of 08/15/2016 ..... 1-6  
B) Proclamation: Alcohol, Drug and Problem Gambling Addiction Recovery Month ..... 7  
C) Approval of the Bills

6) DEPARTMENT HEAD UPDATE:

- A) Recreation Department: Debbie Jeffries, Recreation Manager ..... 8-30

7) PRESENTATIONS:

- A) Revenue Forecasting - Kari Ott, CPA, Oster Professional Group (*Hand-Out*) ..... 31

8) NEW BUSINESS

- A) Community in Action-Treasure Valley Boxing Club ..... 32-33  
B) Liquor License Application-New Outlet: Tacos Mexico ..... 34  
C) Declare Police Chief Car as Surplus/Authorize Purchase of OSP Vehicle ..... 35  
D) Resolution #2016-129: Expenditure of Funds for Holding Cell Improvements ..... 36-37  
E) Ordinance#2717-2016: Cable One Franchise Agreement (*Final Reading*) ..... 38-44  
F) Airport Capital Improvement Project List and Proposed Projects ..... 45-48  
G) Proposed Meeting Schedule (Days & Times) ..... 49-59

9) HAND-OUTS/DISCUSSION ITEMS

- A) Minutes:  
1) County Court 8/3/16, 8/10/16  
2) SREDA 08/03/2016  
3) PW Committee 08/09/2016  
B) Financials

10) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

11) ADJOURN



## CITY COUNCIL MEETING MINUTES

August 15, 2016

The regular meeting of the Ontario City Council was called to order by Mayor Ronald Verini at 7:00 p.m. on Monday, August 15, 2016, in the Council Chambers of City Hall. Council members present were Ronald Verini, Norm Crume, Tessa Winebarger, Betty Carter, Marty Justus, Larry Tuttle, and Charlotte Fugate.

Members of staff present were Adam Brown, Tori Barnett, Cal Kunz, Kari Ott, Dan Cummings, Cliff Leeper, Betsy Roberts, Debbie Jeffries, Larry Sullivan, and Anita Zink.

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

Betty Carter led everyone in the Pledge of Allegiance.

AGENDA

Following the work session of August 11<sup>th</sup>, the Agenda was modified:

- 6) Department Head Update:
  - (A) Community Development Department/Dan Cummings: Removed; Completed at w/s
- 7) Presentations:
  - (A) - Snake River Transit Budget/Loni Debban: Removed; Completed at w/s
  - (B) - Utility Rate Study/Dennis Jackson: Removed; Completed at w/s
  - (C) - Financial History of Expenses/Kari Ott: Removed; Completed at w/s
- 8) New Business:
  - (A) Bid Award: Beck-Kiwanis Park Underground Irrigation System: Moved to Consent
  - (C) Request by Malheur County to Share Pavement Overlay Costs on SE 5<sup>th</sup> Avenue: Moved to Consent
  - (D) Resolution #2016-127: Limited English Proficiency Plan and Resolution #2016-128: Community Development Block Grant Section 3 Plan: Moved to Consent
- 9) Hand Outs/Discussion Items:
  - (A) - (E) - Removed/Completed at w/s
- 11) Executive Session:
  - ORS 192.660(2)(e): Removed/Completed at w/s

Agenda order renumbered to reflect changes.

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

CONSENT AGENDA

Tessa Winebarger moved, seconded by Charlotte Fugate, to adopt Consent Agenda items A) Minutes of Regular Meeting of August 1, 2016; Item B) Approval of the Bills; Item C) Bid Award: Beck-Kiwanis Park Underground Irrigation System Installation; D) Request by Malheur County to Share Pavement Overlay Costs on SE 6<sup>th</sup> Avenue; and Item E) Resolution #2016-127: Limited English Proficiency Plan and Resolution #2016-128: Community Development Block Grant Section 3 Plan. No vote.

Councilor Justus asked how often sweeping was being done.

Cliff Leeper, CH2M, Public Works Director, stated he didn't have an exact schedule. They would periodically drive around, and sweep as needed.

Councilor Justus stated he would prefer to see it on a regular schedule.

Betsy Roberts, CH2M, City Engineer, stated it could be difficult, as they were doing sanding, chip sealing, and several other types of activity. Some areas might not need sweeping as much as others.

Councilor Justus stated he had driven over the bridge on 5<sup>th</sup> Avenue at least ten times during the week, and six of those times there had been someone pushing a stroller. Also, as-needed could be different given the seasons.

Mr. Leeper stated his agreement that pushing a stroller or shopping cart in that area could be difficult. He would look into the issue, to determine if it could be put on a set schedule.

*[Retyped Motion]*

Tessa Winebarger moved, seconded by Charlotte Fugate, to adopt Consent Agenda items A) Minutes of Regular Meeting of August 1, 2016; Item B) Approval of the Bills; Item C) Bid Award: Beck-Kiwanis Park Underground Irrigation System Installation; D) Request by Malheur County to Share Pavement Overlay Costs on SE 6<sup>th</sup> Avenue; and Item E) Resolution #2016-127: Limited English Proficiency Plan and Resolution #2016-128: Community Development Block Grant Section 3 Plan. Roll call vote: Crume-yes; Winebarger-yes; Carter-yes; Justus-yes; Tuttle-yes; Fugate-yes; Verini-yes. Motion carried 7/0/0.

#### NEW BUSINESS

##### Proposed Amendment #3 to CH2M Contract

Larry Sullivan, City Attorney, presented.

The City of Ontario's 2014 Contract with CH2M did not specify the procedure for the city and CH2M to follow if tort (property damage or personal injury) claims were made by third persons in which both parties might be liable.

On August 2, 2016, City Manager Adam Brown, City Attorney Larry Sullivan, and John Forsyth, the city's local insurance agent, participated in a teleconference with CH2M personnel discussing the processing of claims arising from injuries caused to third persons from defective sidewalks, curbs, or gutters. Proposed CH2M Contract Amendment #3 created a procedure for dealing with such claims, based upon Ontario City Code Section 8-3-6.

City Code Section 8-3-6(B) read as follows:

##### Notice of Defective Sidewalks, Curbing, and Gutters.

*If the owner of any lot or part thereof or parcel of land within the City shall suffer any sidewalk, curbing or gutter along the same to become out of repair such property owner shall be fully liable in damages to any person for an injury to person or property caused by a defect or dangerous place in such sidewalk, curbing or gutter. In no event shall the City be liable in damages to any person or such injury to person or property except as provided in Section 42 of the City Charter. In the event the City has had actual notice prior to the injury that the defect or dangerous place existed then it shall by certified or registered mail advise the owner or occupant of said lot or premises and direct him to immediately repair the sidewalk, curbing or gutter in a good and substantial manner. The said City shall have the power to prescribe the material to be used in such repair. If the said owner or occupant shall fail to make such repairs then the Council shall have the power and authority to assess the property therefor, and for the cost of the same, collectible in the manner provided in subsection (A) hereof.*

The City Attorney was researching the language in City Code Section 8-3-6(B) to see whether it should be revised, and might recommend that the Council revise that Code Section at some point in the future. In the meantime, under CH2M Contract Amendment #3, if CH2M or city staff became aware of a defect or dangerous place in a sidewalk, curbing, or gutter, CH2M would be responsible for providing the written notice to property owners required by the Code. CH2M would also monitor the defect to determine whether it had been corrected.

Norm Crume moved, seconded by Tessa Winebarger, that the Mayor and City Council approve CH2M Contract Amendment #3. Roll call vote: Crume-yes; Winebarger-yes; Carter-yes; Justus-yes; Tuttle-yes; Fugate-yes; Verini-yes. Motion carried 7/0/0.

Councilor Justus asked if this issue would come back at a future date for further discussion.

Adam Brown, City Manager, stated they could discuss it again at the next meeting, if that was the direction the Council directed.

Councilor Justus believed this amendment opened up an opportunity as a Council to acknowledge that there were Ontario citizens who were elderly, who were walking on sidewalks that might need attention. Now the city was relieved of any legal liability. But how would they get the elderly to fix the sidewalks? If the Council wanted to open up that can, have a method for how to fix it. He didn't want to just say, the city had no liability in the issue, so drop it on the property owner. If this city, or representatives for the city, gave that property owner a citation regarding sidewalks, and the property owner sold that home, that person was not going to fix the sidewalk. The citation had to follow procedure, having it recorded at the county. Then, if the house, sold, the citation would show, resulting in an opportunity to get the sidewalk repaired. He wanted this issue on the next agenda.

#### **Ordinance #2717-2016: Cable One Franchise Agreement (1<sup>st</sup> Reading)**

Larry Sullivan, City Attorney, presented.

On July 5, 2016, the Council approved a new draft of Ordinance No. 2717-2016 for Cable One's review. On August 3, 2016, Cable One's attorneys sent the City Attorney a letter which rejected the draft because it sought to impose franchise fees based upon Cable One's gross income derived from telecommunications and telephony services, in addition to cable television services. The Cable One revision removed all references to telecommunications and telephony services.

The City Attorney would discuss in executive session the city's option for obtaining telecommunications and telephony fees from Cable One through amendments to the Ontario City Code. If the Council decided to pursue that option, it would not prevent the city from approving the current draft of Ordinance No. 2717-2016. Approving Ordinance No. 2717-2016 would allow the city to have a cable television franchise agreement with Cable One rather than continuing to operate under the agreement that expired on December 31, 2014.

Further, the city wanted to audit for the purpose of calculating franchise fee in the contract. He had some information from the company regarding some language changes, but nothing substantive.

Norm Crume moved, seconded by Charlotte Fugate, that the City Council approve Ordinance No. 2717-2016, AN ORDINANCE GRANTING TO CABLE ONE, INC. THE RIGHT TO MAINTAIN A CABLE COMMUNICATIONS SYSTEM IN THE CITY OF ONTARIO AND TO USE THE RIGHTS OF WAY OF THE CITY OF ONTARIO FOR ITS BUSINESS OPERATION, on First Reading by Title Only. Roll call vote: Crume-yes; Winebarger-yes; Carter-yes; Justus-yes; Tuttle-yes; Fugate-yes; Verini-yes. Motion carried 7/0/0.

#### **LIQUOR LICENSE APPLICATION – GREATER PRIVILEGE (FULL ON-PREMISES SALES)**

Cal Kunz, Police Chief, presented.

Long's Deli, LLC, owners of Long's Sports Pub, located at 166 South Oregon Street, currently held a Limited On-Premises Sales liquor license with OLCC and were now applying for the greater privilege of Full On-Premises Sales. All necessary paperwork had been approved through the OLCC office, and was awaiting approval through the City Council.

On 11/20/2006, Long's Deli, LLC, applied for and received a Limited On-Premises Sale liquor license for Long's Sports Pub located at 359 S. Oregon Street, Ontario, Oregon; on 11/6/2014, Long's Deli, LLC, filed a "Change of Location" for Long's Sports Pub, from 359 South Oregon Street, Ontario, Oregon to its current location of 166 South Oregon Street maintaining their Limited On-Premises Sales License; and on 8/1/2016, Long's Deli LLC, applied for the Greater Privilege of Full On-Premises Sales License for Long's Sports Pub.

The criminal record process was completed on owner Larry Leavitt and Manager William Leavitt. Both records returned meeting state and local requirements. The application forms were completed appropriately and required fees were paid.

Councilor Justus stated this was the third time this type of action had been presented since he came on the Council, but he wasn't sure if any more cops had been hired. The police department was overtaxed, and they needed to review this process. Also, businesses were paying \$50 for the license already, but that wasn't enough to cover expenses for officers.

Mr. Sullivan reminded the Council that this action was purely a courtesy. Liquor licenses were actually approved by the OLCC, and they were not obligated to give any weight or consideration to the city's recommendation. Also, the approval was not based on the number of officers; it was based on meeting set criteria.

Councilor Justus stated the Council could recommend something like *due to an understaffed police force, the city wouldn't be issuing any more liquor licenses*. Granted, that could be overridden, but it could at least be a request. They, as a city, should know how many bars were operating. More licenses approved added to the workload of the cops. This issue needed to be acknowledged and addressed.

Betty Carter moved, seconded by Norm Crume, to approve the application for greater privilege of Full On-Premises Sales liquor license held by Long's Deli, LLC for Long's Sports Pub. Roll call vote: Crume-yes; Winebarger-yes; Carter-yes; Justus-yes; Tuttle-yes; Fugate-yes; Verini-yes. Motion carried 7/0/0.

#### Health Insurance Waiting Period for Non-Union Employees

Adam Brown, City Manager, presented.

With the approaching retirement of the city's Fire Chief, it might prove advantageous to revise the employee's benefit package. Several options were available, but the current policy of requiring employees to wait 60 days after the first day of the month following the month of hire might be a hindrance to recruiting good candidates.

The Ontario City Council, at some point, adopted a 90-day waiting period for health insurance. The Affordable Care Act (ACA) disallowed waiting periods longer than 60 days, so city staff administratively reduced it to comply with the law.

With the current situation, knowing that the Fire Chief position would be vacated at the end of the calendar year, staff intended to begin the recruitment for the new Fire Chief this fall. Being familiar with the new hire policies, he was concerned that the lack of insurance for 60 days or more could be a hiring barrier to good candidates.

Currently, there were some options available for new hires regarding health insurance without first day coverage from the new employer, which included:

1. **COBRA** - New hires can pay to continue coverage from a previous employer through COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985). Employers are required to make health insurance available to former employees for up to 18 months following separation. The employee pays the entire cost of health insurance under COBRA, which can be very costly.
2. **Public Market** - New hires can buy gap insurance on the public market. The coverage will likely not be as good as COBRA, but will definitely be less costly if there are no major medical issues with those covered.

3. **Qualifying Event on a Spouses Insurance** – If the candidate has a working spouse who does not have to leave his/her employment too, their separation from a former job would be a qualifying event for them to join the spouses insurance plan. The prospective employee would achieve coverage through their spouses plan.

There were some alternatives for the city to provide insurance to new hires, including the option to provide day one insurance for new employees. The thinking behind waiting periods was that an employee might not work out and the employer wouldn't want to have to cover them if that employee was released. Under COBRA however, the employee paid all of the costs and under a pooled insurance program it should have an infinitesimal impact on the experience rating only if the utilization rate was high.

Another option was that the city had a window of opportunity to change the waiting period for the current year. The city's insurer, CIS, has given the city an opportunity to make it effective this year by Council action that evening. If not that night, the next window of opportunity was the next fiscal year.

Also, there were two groups for non-represented employees. One was for Management and the other was for additional non-represented employees. The Council could choose to provide it for one group and not the other.

If the Council desired, the city could pay for COBRA coverage of the chosen candidate based upon the need. The city would pay the employee the cost of maintaining COBRA coverage and the employee would pay the previous employer for health insurance. Depending on the previous employer's insurance, it could be more costly to pay for COBRA than to provide insurance directly. However, when decisions were based on individual circumstances, the city opened themselves up to discriminatory practice claims.

Currently, the city's share of health insurance was approximately \$1,034 a month. Two months of insurance would cost \$2,068. This change would only impact non-represented employees, currently numbering 11. Staff was aware of only one vacancy coming up this year. Turnover in the 11 positions was very low, so this action would likely occur less than once a year.

Councilor Crume asked if there was a cost involved in this change.

Mr. Brown stated there was not.

Councilor Crume verified it was a decision by the city to not provide coverage for 60 days following hire.

Mr. Brown stated at some point, that decision was made on a probationary period for a new hire. COBRA, from the 1985 act, and subsequent revisions, had to pay the entire cost so the employer picked up no percentage once the employee left. With CIS clients, the rating would be little. That's the reason behind the waiting period, but in this case, it didn't present any additional exposure to the city.

Councilor Justus asked what Oster and CH2M provided to their employees.

Kari Ott, Oster Professional Group, City Finance Department, stated their plan had a 30-day waiting period.

Mr. Leeper stated their insurance was provided on day one.

Mr. Brown stated it was an advantage for Oster to take the coverage so there was no loss of coverage for the employees who transitioned over. Those employees would move to Oster's coverage.

Councilor Justus stated his concern was that while he understood the government wanting the best of the best, the private sector had to consider finances. He was concerned about the city making this policy change without taking into consideration the future cost. Plus, if they were going to be negotiating a fire contract, Mr. Brown could negotiate insurance coverage. If it cost \$2K to make that happen, then he had the authority to do so. The city just didn't have these types of funds. Yes, be fair, be equitable, he got that, but there wasn't money for it.

Councilor Carter stated for the level that position was, it needed to be considered. Did they really want to wait for two years to fill the position for a \$2K insurance package? This was an investment for the city, and it should be offered.

Councilor Tuttle stated for the past several years, insurance became a greater item, and it should be clearly defined from the beginning. Insurance was a necessity. The insurance issue had changed drastically, and to try and hire someone and not have them receive insurance was ridiculous.

Councilor Crume agreed. He respected Councilor Justus's ideas, but when he had been told by the City Manager that he didn't have any insurance; he was shocked! He had no idea that they hired someone and didn't provide insurance. Anyone hiring into a professional place would believe insurance would start from day one. He was a cheap as anyone on saving money, but this went along with the job.

Councilor Justus stated this wasn't just for management, but for every employee.

Councilor Crume stated he was aware of that.

Councilor Winebarger voiced her agreement. Day one insurance coverage was commonplace. At the hospital, coverage was immediate. Insurance was difficult to obtain on your own. It was beneficial to provide day one insurance to new hires.

Tessa Winebarger moved, seconded by Betty Carter, that the City Council authorize staff to eliminate the waiting period for non-represented employees to provide first day coverage. Roll call vote: Crume-yes; Winebarger-yes; Carter-yes; Justus-no; Tuttle-yes; Fugate-yes; Verini-yes. Motion carried 6/1/0.

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

Charlotte Fugate stated there would be a "It's 5 o'clock Somewhere" fundraiser at Four Rivers Cultural Center on August 26<sup>th</sup>, beginning at 5:00 p.m. And, there would be TWO new margarita machines this year!

Betty Carter stated there would be apple cider, too.

Marty Justus stated he would be on vacation from August 26<sup>th</sup> through September 9<sup>th</sup>.

#### ADJOURN

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

APPROVED:

ATTEST:

\_\_\_\_\_  
Ronald Verini, Mayor

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

**CITY OF ONTARIO PROCLAMATION**  
**ALCOHOL, DRUG, AND PROBLEM GAMBLING**  
**ADDICTION RECOVERY MONTH**

WHEREAS, prevention of mental and/or substance use disorders works, treatment is effective, and people recover in our area and around the nation; and

WHEREAS, in Oregon, during 2013-2014, about 99,000 individuals aged 12 or older were dependent on or abused illicit drugs within the year prior to being surveyed; and

WHEREAS, in Oregon, during 2013-2014, approximately 233,000 individuals aged 12 or older were dependent on or abused alcohol within the year prior to being surveyed; and about 177,000 adults aged 21 or older, from 2010-2014, reported heavy alcohol use within one month of being surveyed; and

WHEREAS, in Oregon, an estimated 66,655 adults are believed to manifest a gambling disorder, and

WHEREAS, preventing and overcoming mental, substance use, and/or addiction disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

WHEREAS, we must encourage relatives and friends of people with mental, substance use, and/or disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

WHEREAS, through the integration of behavioral and physical treatment into one coordinated system of care, Oregonians help reduce the stigma of addiction and approach it as any other chronic disease like diabetes or asthma; and

WHEREAS, with accessible, effective health care and recovery support services, thousands of Oregonians can achieve and maintain recovery. They become productive, contributing members of society who give back to the Oregon communities where we all live, work, and raise our families; and

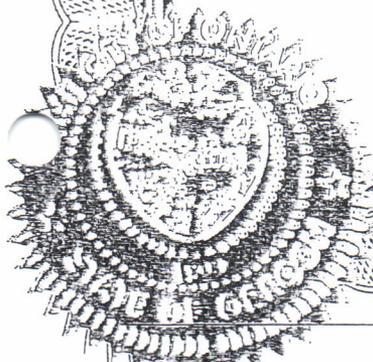
WHEREAS, helping people break away from the strife of addiction(s) restores hope and re-builds strong families as they move together on the pathway to healthy wellness.

THEREFORE, BE IT RESOLVED, that I, Ronald Verini, Mayor, on behalf of the City of Ontario, Oregon, declares September 2016, as

**ALCOHOL, DRUG, AND PROBLEM GAMBLING**  
**ADDICTION RECOVERY MONTH**

and encourages all residents of Ontario, Oregon to observe this month with activities supporting this year's theme, *"Join the Voices for Recovery: Our Families, Our Stories, Our Recovery!"*

\_\_\_\_\_  
Ronald Verini, Mayor



# DEPARTMENT HEAD UPDATE

Ontario Recreation Department  
Quarterly Report

Debbie Jeffries, Recreation Manager  
Mallory Mallea, Program Coordinator

September 1, 2016

9/1/2016

# Recreation Department Quarterly Presentation

1 Quarterly Report



Debbie Jeffries      Mallory Mallea  
 Recreation Manager      Program Coordinator



Cassie Love  
 Arts & Crafts Instructor P/T

Teri Bonson  
 Art's & Crafts Instructor P/T

Seasonal Staff  
 Officials, Field Prep,  
 Volunteers (Sport Coaches, Arts & Crafts) etc.

# Parks & Recreation Board Members



- Greg Herrera--Chairperson
- Jeremy Roberts
- Eric Evans
- Shay Meskill
- BreAnna McLean
- Juan Lopez
- Marie Torland



## Community Partners & Beyond

### Ontario School District:

- ✓ Use of facilities for softball practice, football practice and flag football

### Boys & Girls Club (Ontario):

- ✓ Sent about 20 kids to Gridiron Dreams
- ✓ Use of soccer field

# Community Partners & Beyond



NFL Flag Football-  
Powered by USA  
Football:

- ✓ Jerseys
- ✓ Equipment
- ✓ Support

Four Rivers

Community School:

- ✓ Use of soccer fields
- ✓ Use of gym

TVCC:

- ✓ Use of Girls softball fields

# Community Partners & Beyond



## Challenger Sports: Ontario Youth Baseball:

- ✓ Summer youth soccer camp
- ✓ Help with registration

## Sunset Lanes: Ontario Community Library

- ✓ New bowling class
- ✓ Summer Reading Program

# Community Partners & Beyond



## Malheur County Fair:

- ✓ Fair booth
- ✓ "Treasure Chest of the County's Best"
- ✓ 2<sup>nd</sup> Place this year!



# Community Partners & Beyond



## Payette County Recreation:

- ✓ Girls softball games in the U-11/U-14 age groups

## ORE-IDA Kendo Club

- ✓ Helped with registration

## Citizens on Patrol:

- ✓ Use of Recreation building for monthly meetings

# Community Partners & Beyond



## Girl's Softball 2016 Sponsors:



- ✓ 3B Hay & Straw
- ✓ Coley Glass
- ✓ Dominos Pizza
- ✓ Graphix Wear
- ✓ North Verde Auto Salvage
- ✓ Olson Lumber
- ✓ Partners Produce
- ✓ St. Alphonsus
- ✓ Stan's Heating
- ✓ Malheur Utility Coordinating Council

**Total Donations:**

\$1,800

# Community Partners & Beyond



## Gridiron Dreams:

- ✓ Football camp
- ✓ Payette / Boise
- ✓ Help with registration
- ✓ Video: [Gridiron Dreams](#)



# Summer Sports- Events and Classes



## Youth Track and Field Meets:



## Tennis:



# Summer Sports- Events and Classes



Pickleball:



Kendo:



# Summer Sports- Events and Classes



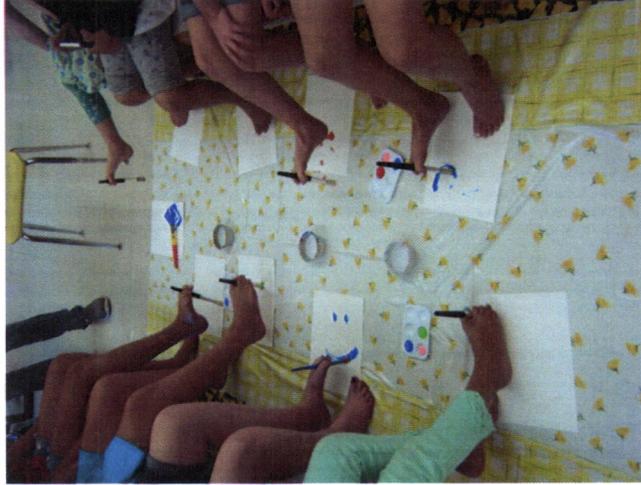
## Gridiron Dreams Football Camp:



# Summer Sports- Events and Classes



## Art's & Crafts Classes:



# Summer Sports- Events and Classes



## NFL Flag Football:



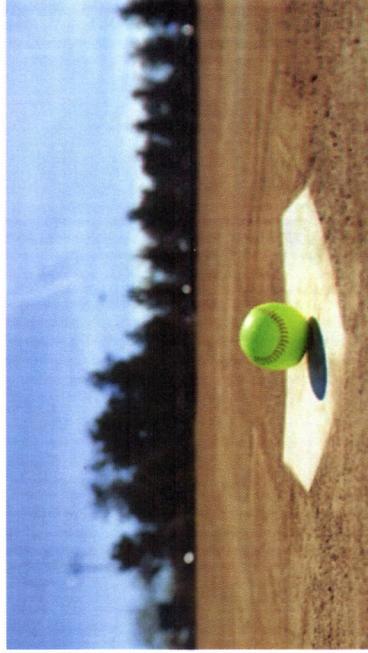
# Summer Sports- Events and Classes



Recreation Bowling:



Girls Softball:



# Summer Sports- Events and Classes



## Challenger Soccer Camp:



# Summer Sports and Event Participation:

858 customers

# Recreation Financials 2015-2016 Fiscal Year



## Revenue

Budget	Actual	Realized
101,100	108,081	106.9%

## Expense

Budget	Actual	Expended
183,059	174,844	95.5%

## June, July, August Revenue Comparison 2015-2016:

June, July, August 2015:

\$17,356

June, July, August 2016:

\$20,883

## Upcoming Recreation Events:

**Ontario Recreation Department**  
**745 SW 3rd AVE. Ontario, OR 97914, (541) 889-7686**  
**Fall - Winter - Spring**  
**2016 - 2017**

### **Youth Fall Soccer**

Boys and Girls in grades 1st - 8th, \$ 25.00 (In City Limits) and \$ 30.00 (Out of City Limits)  
Registration Dates Now - August 24, 2016. Jersey fee \$ 22.00 - unless you have a jersey from last year.

### **Adult Coed Volleyball**

Registration Dates: Now - September 7, 2016  
League Dates: September 12 - October 27, 2016  
Fee: \$ 200.00 per team.

We update the city webpage frequently!



**Ontario Recreation**

745 SW 3rd Avenue, Clatsop, OR 97144

**Debbie Jeffries**  
Recreation Manager

Phone: 541-889-7686

Fax: 541-889-7686

Email: [debbie.jeffries@ontariooregon.org](mailto:debbie.jeffries@ontariooregon.org)

**OFFICE HOURS**  
Monday through Friday  
8 a.m. - 5 p.m.  
Closed Weekends & Holidays

**MAILING ADDRESS:**  
444 SW 6th Avenue  
Ontario, OR 97144

**ECONOMIC DEVELOPMENT**

FINANCE

FIRE

HUMAN RESOURCES

PLANNING & ZONING

POLICE

PUBLIC WORKS

RECREATION

**Mallory Mallica**  
Recreation Program Coordinator

Phone: 541-889-7686

Fax: 541-889-7686

Email: [mallory.mallica@ontariooregon.org](mailto:mallory.mallica@ontariooregon.org)



Fun "Art" day event  
Painting with our feet!

Follow us on Facebook!

Find us and follow us on Facebook!

# PRESENTATION

## Revenue Forecasting

Kari Ott, CPA, Oster Professional Group

September 1, 2016



**AGENDA REPORT - PRESENTATION**  
September 6, 2016

**TO:** Mayor and City Council

**FROM:** Tori Barnett, MMC, City Recorder

**THROUGH:** Adam Brown, City Manager

**SUBJECT:** **COMMUNITY IN ACTION: ENTREPRENEUR AND CAREER READINESS GRANT/TREASURE VALLEY BOXING CLUB – BARB HIGINBOTHAM, EDDIE MELENDREZ, AND ANGIE UPTMOR**

**DATE:** August 29, 2016

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**SUMMARY:**

Attached is the following document:

- Project Outline dated August 30, 2016

**CURRENT SITUATION:**

Community in Action has been working on bringing the Boxing Club project to the City of Ontario. Ms. Higinbotham, Ms. Uptmor, and Mr. Melendrez will be providing an overview of the project, and will, potentially, request some type of action from the City Council.



Community in Action – Barb Higinbotham, Eddie Melendrez, Angie Uptmor/Program Manager  
Entrepreneur and Career Readiness Grant/Treasure Valley Boxing Club  
August 30, 2016

CinA was awarded a grant to help what we refer to as Opportunity Youth. The youth are ages 16 to 24 that are disconnected from education, the community, and many may be connected with the Juvenile Justice system. Many youth simply need a positive role model to help get back on track.

- The grant is an innovation grant that has many components.
  - reconnect Opportunity Youth with high school and post-secondary school
  - teach youth work readiness skills and connect them with suitable employment
  - teach youth about becoming an entrepreneur and the steps to building a business model
  - teach youth about financial literacy – how to save money, why to save money, etc.
  - incorporate Community in Action staff as positive adult mentors and expand this to a group of volunteers that are positive adult role models
- The TVBC component is for youth who are interested in learning the sport of boxing. They will have the opportunity to train at the Treasure Valley Boxing Club boxing rings in a supervised setting. This involves the program lead staff, Eddie Melendrez and a group of qualified volunteers. Youth can participate in the TVBC portion of the program by getting physically fit, learning about soft skills such as respect for others, being on time, and working as individuals and as a team. The following components are available:
  - youth engaged with physical fitness activities
  - youth learn about the sport of boxing with positive adult role models
  - youth who participate in tournament play must have all of the work readiness, education, and other requirements met before they are eligible to compete
    - tournament play is a privilege for these kids and they work very hard to get to this stage
    - youth will have the opportunity to travel with adults to tournaments in other locations
    - youth will have opportunities to grow, work, and learn in a safe environment

I have been working with the Friends of the Aquatic Center and think that positive activities located at the Aquatic Center will help to create a positive buzz in the community. This can create more good will toward the Aquatic Center activities that are being planned. This would be a temporary location for the TVBC if the Friends of the Aquatic Center/City of Ontario determine better use of the space.

Community in Action would propose a cost-neutral opportunity to partner with the City of Ontario. We will set up the boxing rings, ensure that they will not cause any harm to the facility, and ensure that all activities are well supervised. Having activity in the facility will cut down on vandalism. The youth will spend supervised time working on the grounds to improve the physical look of the Aquatic Center and the park area. This partnership will create a win for both the City of Ontario and Community in Action. It will also provide another positive outlet for youth to participation while providing needed skill training.

I am sure you have questions for us as well and will be happy to visit with you about them. Thank you.

**AGENDA REPORT**  
September 6, 2016



**TO:** Mayor and City Council

**FROM:** Cal Kunz, Police Chief

**THROUGH:** Adam Brown, City Manager

**SUBJECT:** LIQUOR LICENSE APPLICATION – NEW OUTLET  
Full On-Premises Sales

**DATE:** August 22, 2016

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**SUMMARY:**

Tacos Mexico LLC, owner of Tacos Mexico restaurant located at 105 SE 2<sup>nd</sup> Street, Ontario, Oregon, has completed the “New Outlet” application process for “Full On-Premises Sales” liquor license privileges through the Oregon Liquor Control Commission.

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

**BACKGROUND:**

A criminal record process was completed on Valentina Solis-Tellez, owner/manager of Tacos Mexico, and met state and local requirements. Application forms have been completed, and required fees paid. All permit and license requirements have been met through OLCC and the Ontario Community Development Department.

**RECOMMENDATION:**

Following a review of the application, staff recommends approval.

**PROPOSED MOTION:**

I move that the City Council approve the application for New Outlet Full On-Premises Sales liquor license held by Tacos Mexico LLC for Tacos Mexico.



**AGENDA REPORT**  
September 6, 2016

**TO:** Mayor and City Council  
**FROM:** Cal Kunz, Police Chief  
**THROUGH:** Adam Brown, City Manager  
**SUBJECT:** DECLARE POLICE CHIEF CAR AS SURPLUS/PURCHASE VEHICLE  
**DATE:** August 29, 2016

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**SUMMARY:**

The Police Department wants to declare the current Police Chief vehicle, a 2006 Ford Taurus, VIN 1FAHP53U96A161658, with 58K miles, as surplus property, and put the funds from the sale of the Taurus, along with other funds, towards the purchase of an Oregon State Police vehicle for \$3,500.

**BACKGROUND:**

The current Police Chief car does not function well as a police vehicle, as it's aging and handles poorly at higher speeds. Further, it does not have the necessary equipment or the ability to function safely as an emergency vehicle and would not be suitable for emergency response situations. OSP put in surplus a well-maintained 2008 Dodge Charger, with 100K miles, that has a police package and was designed for emergency response. OSP will sell this vehicle to Ontario for \$3,500.

If Council approves the purchase of the Charger, staff seeks direction to declare the Ford Taurus as surplus, to allow disposal. Revenue generated would be used towards the purchase of the Charger.

**ALTERNATIVE:**

The Council could deny the request, and the current vehicle would remain in service.

**FINANCIAL IMPLICATIONS:**

Disposing of the listed vehicle will offset the purchase of the OSP vehicle.

**STAFF RECOMMENDATION:**

Staff recommends the Council declare the Taurus as surplus, and approve the purchase of the Dodge Charger.

**PROPOSED MOTION:**

I move that the City Council approve the purchase of the Ontario State Police surplus 2008 Dodge Charger, and declare the 2006 Ford Taurus as surplus, and authorize staff to dispose of the vehicle.



**AGENDA REPORT**  
September 6, 2016

**TO:** Mayor and City Council

**FROM:** Kari Ott, CPA, Finance Department  
Cal Kunz, Police Chief

**THROUGH:** Adam Brown, City Manager

**SUBJECT:** RESOLUTION NO. 2016-129: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR HOLDING CELL IMPROVEMENTS

**DATE:** September 29, 2016

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**SUMMARY:**

Attached is the following document:

- Resolution 2016-129

**PREVIOUS COUNCIL ACTION:**

03-21-2016 The Council approved the expenditure of \$13,655 from Public Safety Funds for temporary holding cell improvements.

**BACKGROUND:**

A grant was received by CIS in the 2015-2016 fiscal year in the amount of \$7,500 to replace the existing porcelain toilets and sinks with detention grade stainless steel toilet/sink combination units. The fixtures were purchased in 2015-2016 using the CIS grant funds.

No funds was budgeted in the 2016-2017 fiscal year for the holding cell improvements.

The improvements were completed in July 2016; however, the actual cost came in \$2,887 over the quote for a total of \$16,542.

**FINANCIAL IMPLICATIONS:**

It is proposed that the \$16,542 is transferred from the Public Safety Fund Contingency to fund the holding cell improvements.

**RECOMMENDATION:**

Staff recommends the Council adopt Resolution 2016-129, A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR HOLDING CELL IMPROVEMENTS.

RESOLUTION # 2016-129

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR HOLDING CELL IMPROVEMENTS

**WHEREAS,** The Police Department holding cell facilities in City Hall needed major improvements, which consisted of replacing porcelain sinks and toilets with stainless steel; and

**WHEREAS,** The City Council approved expending \$13,665 at the March 21, 2016 Council meeting using funds from the Public Safety Department; and

**WHEREAS,** The actual expense of the project came in \$2,887 over the quote; and

**WHEREAS,** The project was not completed prior to June 30, 2016, and will need to expend \$16,552 from the Public Safety Department within the Reserve Fund.

**NOW THEREFORE, BE IT RESOLVED** by the Ontario City Council to approve the following adjustments to the fiscal year 2016-2017 budget:

Line Item	Item Description	FY 16-17 Budget	Amount of Change	Adjusted Budget
RESERVE FUND – PUBLIC SAFETY RESERVE				
055-131-712107	Holding Cell Improvements	\$0	\$16,552	\$16,552
055-131-871000	Contingency	\$373,186	(\$16,552)	\$356,634

**Effective Date:** Effective immediately upon passage.

**Passed and adopted** by the Ontario City Council this 6<sup>th</sup> day of September, 2016.

Ayes:

Nays:

Absent:

**Approved** by the Mayor this 6<sup>th</sup> day of September, 2016.

ATTEST:

\_\_\_\_\_  
Ronald Verini, Mayor

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

**AGENDA REPORT**  
September 6, 2016



**TO:** Mayor and City Council

**FROM:** Larry Sullivan, City Attorney

**THROUGH:** Adam Brown, City Manager

**SUBJECT:** ORDINANCE NO. 2717-2016, AN ORDINANCE GRANTING TO CABLE ONE, INC. THE RIGHT TO MAINTAIN A CABLE COMMUNICATIONS SYSTEM IN THE CITY OF ONTARIO AND TO USE THE RIGHTS OF WAY OF THE CITY OF ONTARIO FOR ITS BUSINESS OPERATIONS (Final Reading)

**DATE:** August 29, 2016

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**SUMMARY:**

Attached is the following document:

- Ordinance No. 2717-2016

**BACKGROUND:**

Cable One removed all references to telecommunications and telephony services. If the Council could approve the Final Reading of Ordinance #2717-2016 allows the city to have a current Franchise Agreement with Cable One, but does not preclude the city from pursuing telecommunications and telephony services.

**PREVIOUS COUNCIL ACTION:**

07/05/2016 Council approved a draft of Ordinance No. 2717-2016 for Cable One's review.

08/15/2016 Following discussion on Cable One's proposed revisions, the City Council approved Ordinance #2717-2016 on First Reading.

There have been no changes to the proposed ordinance subsequent to the First Reading.

**RECOMMENDATION:**

Staff recommends the City Council approve the final reading of Ordinance No 2717-2016.

**PROPOSED MOTION:**

I move that the City Council approve Ordinance No. 2717-2016, AN ORDINANCE GRANTING TO CABLE ONE, INC. THE RIGHT TO MAINTAIN A CABLE COMMUNICATIONS SYSTEM IN THE CITY OF ONTARIO AND TO USE THE RIGHTS OF WAY OF THE CITY OF ONTARIO FOR ITS BUSINESS OPERATIONS, on Second and Final Reading by Title Only.

**ORDINANCE NO. 2717-2016**

AN ORDINANCE GRANTING TO CABLE ONE, INC.  
THE RIGHT TO MAINTAIN A  
CABLE COMMUNICATIONS SYSTEM IN THE CITY OF ONTARIO AND  
TO USE THE RIGHTS OF WAY  
OF THE CITY OF ONTARIO FOR ITS BUSINESS OPERATIONS

**WHEREAS,** Cable One, Inc., a Delaware corporation (hereinafter "*PROVIDER*") desires to renew its cable communications system Franchise, Ordinance No. 2420, within the City of Ontario, Oregon (hereinafter "*CITY*") (hereafter each a "*Party*" and collectively the "*Parties*") in connection with *PROVIDER*'s cable communications system in, under, along, over and across present and future rights-of-way of *CITY*; and

**WHEREAS,** *PROVIDER* is the successor to Chambers Cable of Oregon, Inc., an Oregon corporation whose cable television franchise agreement with *CITY* was transferred to Cable One, Inc. through Resolution No. 00-125, dated September 18, 2000, which expired on December 31, 2014; and

**WHEREAS,** *CITY*, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide the *PROVIDER* a nonexclusive Franchise to operate a cable communications system in *CITY*.

**NOW THEREFORE,** The Common Council for the City Of Ontario ordains as follows:

**SECTION 1. FRANCHISE AGREEMENT AND ORDINANCE.**

- 1.1 **Agreement.** Upon approval by the City Council and execution by the Parties, this Agreement shall be deemed to constitute a contract by and between *CITY* and *PROVIDER*.
- 1.2 **Franchise Description.** The Cable Communications System Franchise hereby granted shall confer upon *PROVIDER* the nonexclusive right, privilege, and Franchise to install, construct, operate, and maintain a cable communications system in, upon, under, above and across the present and future public rights-of-way in *CITY*. Such poles, wires and other appliances and conductors comprising the cable communications system may be strung upon poles or other fixtures above ground, or at the option of *PROVIDER*, may be laid underground, and such other apparatus may be used as may be necessary or property to operate and maintain the same.
- 1.3 **Cable Communication System or System.** "Cable communication system" or "system" means a system of antennas, cable, amplifiers, towers, microwave links, waveguides, laser beams, satellites, earth stations, or any other conductors, converters, equipment, or facilities, designed and constructed for the purpose of producing, receiving, amplifying, storing, processing or distributing audio, video, digital, or other forms of electronic or electrical signals.
- 1.4 **Licenses.** *PROVIDER* acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to operate the cable communications system consistent with the provisions of this Agreement.
- 1.5 **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties and neither Party is authorized to, nor shall either Party act toward third persons or the public in a manner that would indicate any such relationship with each other.

1.6 Adequate Assurance. In the provision of cable television service, PROVIDER shall provide CITY with adequate assurance that PROVIDER will provide adequate public, educational, and governmental access channel capacity, facilities, or financial support, as required by 47 US Code Sec. 541.

SECTION 2. FRANCHISE FEE.

2.1 Franchise Fee.

- (a) For the cable communications system Franchise granted herein, PROVIDER shall pay to CITY a franchise fee of 5% per annum of its Gross Revenues for local cable service rendered to cable television subscribers within CITY limits consistent with 47 US Code Sec. 542(b).
- (b) "Gross Revenues" means all compensation derived from the operation of the cable communications system to provide cable service, except for the standard initial installation charge and all bad debts.
- (c) All payments shall be made to CITY, and sent as follows, unless PROVIDER is otherwise notified of a change in address in writing by CITY:

City of Ontario  
Attn: Finance Department  
444 SW 4<sup>th</sup> Street  
Ontario, Oregon 97914

- (d) The fee required by this section shall be due and payable within 60 days after the end of each applicable financial quarter.

2.2 Equal Treatment. CITY agrees that if any cable service forming part of the base for calculating the Franchise fee under this Agreement is, or becomes, subject to competition from a third party, CITY will work to impose and collect from such third party a fee or tax on Gross Revenues from such competing cable service in the same percentage specified herein, plus the percentage specified as a utility revenue tax or license fee in the then current ordinances of CITY. Any such fee imposition will be subject to local, state, and federal rules and regulations.

2.3 Audit. PROVIDER shall keep accurate books of financial accounts at its corporate headquarters in Phoenix, Arizona throughout the term of this Franchise and for six years after the expiration or termination of this Agreement. Franchisee shall produce all books and records directly concerning its Gross Revenues for purposes of calculation of the Franchise fee for inspection by City, upon 10 business days' written notice, during normal working hours. City shall have the right during the term of this Franchise or within 180 days after expiration or termination of the Franchise to audit PROVIDER's records for the period of three years prior to the audit. If the audit reveals underpayment of 5% or more, the City may expand the audit to cover up to 6 years. The audits shall be undertaken by an independent auditor. The cost of the audit shall be borne by City, unless the results of the audit reveal an underpayment of more than 5% of the Franchise fee for the period audited. In the case of underpayment of 5% or more, the full cost of the audit shall be paid by PROVIDER. PROVIDER shall immediately pay the amount of the underpayment as determined by the audit to City together with 6% annual interest from the date the payment should have been made to the date the payment is actually made. Any audit information obtained by City under these provisions shall be kept confidential to the maximum extent allowed by Oregon law, except that this obligation shall not prevent the City from introducing audit results in any forum where payment of the Franchise fee is at issue.

SECTION 3. TERM.

3.1 Term. The Franchise granted to PROVIDER shall be for a period of five (5) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided.

3.2 Rights of PROVIDER upon Expiration or Revocation. Upon expiration of the Franchise granted herein, whether by lapse of time, by agreement between PROVIDER and CITY, or by revocation or forfeiture, PROVIDER shall have the right to remove from the rights-of-way any and all of its System, but in such event, it shall be the duty of PROVIDER, immediately upon such removal, to restore the rights-of-way from which such System is removed to as good condition as the same was before the removal was effected subject to reasonable wear and tear.

#### SECTION 4. POLICE POWERS.

CITY expressly reserves, and PROVIDER expressly recognizes, CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties to the extent consistent with federal and state law.

#### SECTION 5. CHANGE IN LAW AND SEVERABILITY.

5.1 Meet to Confer. PROVIDER and CITY recognize that many aspects of the cable business are subject to examination and inquiry by federal government authorities that may mandate changes in law or regulation that may affect the way PROVIDER conducts its business and the way CITY manages its public rights-of-way. PROVIDER and CITY each agree, any rule, regulation, or other change mandated by any federal, state, or local authority that interferes with or adversely affects either Parties' rights, obligations, or intended benefit under the Agreement, Parties shall use good faith commercially reasonable efforts to negotiate appropriate changes to this Agreement so it is no longer unlawful for either Provider or City to perform its obligations under this Agreement.

5.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided however, if the invalidated portion is considered a material consideration for entering into this Agreement, the Parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for CITY is its ability to collect the Franchise fee during the term of this Agreement and its ability to manage the rights-of-way in a manner similar to that provided in this Agreement. For PROVIDER, "material consideration" is its ability to use the rights-of-way for cable communications system purposes in a manner similar to that provided in this Agreement.

#### SECTION 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

6.1 Grounds for Termination. CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

- (a) PROVIDER fails to make timely payments of the Franchise fee as required under Section 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by CITY of such failure;
- (b) PROVIDER, by act or omission, materially violates a material duty herein set forth in any manner particularly within PROVIDER's control, and with respect to which redress is not otherwise herein provided. In such event, CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving PROVIDER notice of such determination, PROVIDER, within thirty (30) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, CITY may declare the Franchise forfeited and this Agreement terminated, and thereupon, PROVIDER shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review

as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of PROVIDER; or

- (d) PROVIDER becomes insolvent, unable or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by PROVIDER within sixty (60) days.

6.2 Reserved Rights. Nothing contained herein shall be deemed to preclude PROVIDER from pursuing any legal or equitable rights or remedies it may have to challenge the action of CITY. By accepting this Agreement, PROVIDER reserves all rights under the law including, but not limited to, those rights arising under section 253 of the federal Communications Act of 1934, as amended and the law of the State of Oregon.

6.3 Remedies at Law. In the event PROVIDER or CITY fails to fulfill any of its respective obligations under this Agreement, CITY or PROVIDER, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

6.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of CITY and PROVIDER. This Agreement shall not be deemed to create any right in any person who is not a Party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a Party hereto).

#### SECTION 7. PARTIES' DESIGNEES.

7.1 CITY Designee and Address. The City Manager or his/her designee(s) shall serve as CITY's representative regarding administration of this Agreement. Unless otherwise specified herein, all notices from PROVIDER to CITY pursuant to or concerning this Agreement shall be delivered to CITY's representative at: 444 SW 4<sup>th</sup> Street, Ontario, Oregon, 97914, or such other officer and address as CITY may designate by written notice to PROVIDER.

7.2 PROVIDER Designee and Address. The Corporate President or his/her designee(s) shall serve as PROVIDER's representative regarding administration of this Agreement. Unless otherwise specified herein, all notices from CITY to PROVIDER pursuant to or concerning this Agreement shall be delivered to: Julia M. Laulis, President, Cable One, Inc., with a copy to Alan Silverman, Senior Vice President, General Counsel and Secretary, 210 E. Earll Drive, Phoenix, Arizona 85012-2626, or such other office as PROVIDER may designate by written notice to CITY.

7.3 Failure of Designee. The failure or omission of CITY's or PROVIDER's representative to act shall not constitute any waiver or estoppel by CITY or PROVIDER.

#### SECTION 8. INSURANCE AND INDEMNIFICATION

8.1 Insurance. Prior to commencing operations in CITY pursuant to this Agreement, PROVIDER shall furnish to CITY evidence that it has adequate general liability and property damage insurance, automobile insurance, worker's compensation insurance, and comprehensive hazards insurance. The evidence may consist of a statement that PROVIDER is effectively self-insured if PROVIDER has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the state of Oregon. Any and all insurance, whether purchased by PROVIDER from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to CITY.

8.2 Indemnification. Both Parties to this Franchise agree to indemnify and hold the other respective Party and its officers, employees, agents and representatives harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the indemnifying Party's acts or omissions, actual or alleged, pursuant to or related to this Agreement, and to pay any and all costs, including

reasonable attorneys' fees, incurred in defense of such claims. The indemnified Party shall promptly give written notice to the indemnifying Party of any claim, demand, lien, liability, or damage with respect to which the indemnified Party seeks indemnification and, unless in the indemnified Party's judgment a conflict of interest may exist between the Parties with respect to the claim, demand, lien, liability, or damage, the indemnified Party may permit the indemnifying Party to assume the defense of such with counsel of the indemnifying Party's choosing, unless the indemnified Party reasonably objects such counsel. Notwithstanding any provision of this section to the contrary, the indemnifying Party shall not be obligated to indemnify, defend or hold the indemnified Party harmless to the extent any claim, demand, lien, damage, or liability arises solely out of or in connection with negligent acts or omissions of the indemnified Party.

#### SECTION 9. CONSTRUCTION PROVISIONS

9.1 ~~Oregon Utility Notification.~~ ~~CITY agrees to locate underground facilities owned and operated by CITY in accordance with Oregon Administrative Rules, in particular section 952-001-0070, entitled "Operators to Mark Underground Facilities or Notify Excavators that None Exist."~~ Furthermore, it is agreed and understood that there are existing sewer service lines that run from the user to CITY's main line that are defined as unlocatable underground facilities pursuant to paragraph 17 of the "Definitions" section 952-001-0010. In these cases, and in CITY's judgment, CITY has no record of location or practical way of locating these sewer service lines. PROVIDER will assume all responsibility for damages to these lines and all damages to property related to damaging these lines by PROVIDER or its agents.

#### SECTION 10. GENERAL PROVISIONS.

- 10.1 Binding Agreement. The Parties represent that (a) when executed by their respective Parties, this Agreement shall constitute legal and binding obligations of the Parties; and (b) that each Party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.
- 10.2 Governing Law. This Agreement shall be interpreted pursuant to the provisions of the Constitution and laws of the United States, the State of Oregon, and the ordinances and Charter of the City.
- 10.3 Time of Essence. Time shall be of the essence of this Agreement.
- 10.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.
- 10.5 Amendments. This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.
- 10.6 Binding on Successors. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.
- 10.7 Confidentiality. CITY agrees to use its best efforts to preserve the confidentiality of information as requested by PROVIDER, to the extent permitted by the Oregon Public Records Law.
- 10.8 Transfer of Franchise. PROVIDER shall not, directly or indirectly, transfer, assign, or dispose of by sale, lease, merger, consolidation or other act of PROVIDER, ownership or control of a majority interest in the cable communications system, without the prior consent of CITY, which consent shall not be unreasonably withheld or delayed, and then only on such reasonable conditions as may be prescribed in such consent.
- 10.9 Acceptance of Franchise. this ordinance shall become effective 30 days after final passage. Within 30 days from the effective date of this ordinance, PROVIDER shall file with the City Recorder a written unconditional acceptance of this Franchise and all of its terms and conditions, and if PROVIDER fails to do so, this ordinance shall be void and of no effect.

PASSED AND ADOPTED by the Common Council of the City of Ontario this 6<sup>th</sup> day of September, 2016, by the following vote:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor this 6<sup>th</sup> day of September, 2016.

CITY OF ONTARIO

ATTEST:

\_\_\_\_\_  
Ronald Verini, Mayor

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

ACCEPTANCE BY PROVIDER:

Ordinance No. 2717-2016 is accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CABLE ONE, INC.

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

ATTEST:

\_\_\_\_\_  
Secretary



**AGENDA REPORT**  
September 6, 2016

**TO:** Mayor and City Council

**FROM:** Dale Cruson, Airport Manager

**THROUGH:** Adam Brown, City Manager

**SUBJECT:** CIP AND THE AIRPORT PROPOSED PROJECTS

**DATE:** August 29, 2016

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**SUMMARY:**

Attached are the following documents:

- Municipal Airport Proposed Capital Improvement Program (CIP) Spreadsheet
- Municipal Airport Proposed Projects

**BACKGROUND:**

The Ontario Airport is required to submit a Capital Improvement Plan to the State of Oregon each year. Capital Improvement Plan needs to be adjusted to be eligible for state grant funding. Projects were requested last year, but the City did not have the required 10% local match sufficient to leverage the eligible (90%) federal dollars.

The State of Oregon has a grant source to pay for half of the city's 10% share which makes applying for funds from the Federal Aviation Authority (FAA) match dollars more feasible. To be considered for this State grant, the City Council must have an approved and updated Capital Improvement Program. The prioritized projects, as approved by the Airport Committee, include:

- Lighted taxiway guidance signs
- Precision Approach Path Indicator (PAPI)
- Runway End Identifier Lights (REIL's)
- Taxiway Edge Lighting
- Hold Apron
- Runway Protection Zone
- Pavement Rehab
- Perimeter Fence
- Jet Parking Apron

The Airport Committee met on Monday August 22, 2016 to receive the recommended CIP from the City's engineer J-U-B Engineers Inc. The Airport Committee approved the recommendation.

**PREVIOUS COUNCIL ACTION:**

The Council previously pushed back the 2016 Electrical and Lighting Project into 2017.

**FINANCIAL IMPLICATIONS:**

The grant deadline is September 30<sup>th</sup>. The Council must approve the CIP this month to be eligible to submit an application for the State match dollars. If the Council cannot fund the projects in the CIP, the projects will be delayed for future years.

**RECOMMENDATION:**

Staff recommends approval of the attached Capital Improvement Program as recommended by the Airport Committee.

**PROPOSED MOTION:**

I move that the City Council approve the Airport Capital Improvement Plan as recommended by the Airport Committee.

### Ontario Municipal Airport Proposed Capital Improvement Program

Year	Project Description	Funding			
		FAA (90%)	State*(5%)	Local (5%)	Total
2017	Install PAPI's, REIL's, Taxiway Lights & Signs	\$747,450	\$41,525	\$41,525	\$830,500
2018	Install Perimeter Fence	\$207,000	\$11,500	\$11,500	\$230,000
	Pavement Maintenance Program	\$20,000	\$0	\$0	\$20,000
2019	Carry Over- No Project				
2020	Construct Runway 32 Hold Apron	\$180,000	\$10,000	\$10,000	\$200,000
	Construct Taxiway	\$225,000	\$12,500	\$12,500	\$250,000
2021	Pavement Maintenance Program	\$20,000	\$0	\$0	\$20,000
2022	Jet Apron Expansion	\$450,000	\$25,000	\$25,000	\$500,000
2023	Carry Over- No Project				
2024	Helicopter Parking Pads	\$180,000	\$10,000	\$10,000	\$200,000
	Pavement Maintenance Program	\$20,000	\$0	\$0	\$20,000

\*This match money will need to be requested through a Grant Process with the State of Oregon Department of Aviation and it not guaranteed.

## ONTARIO MUNICIPAL AIRPORT - PROPOSED PROJECTS



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# PRESENTATION

## Proposed Meeting Schedule (Days & Times)

Adam Brown, City Manager

September 1, 2016

9/1/2016

# Proposed Revision to Council Meeting Schedule

1 Meeting Schedule





# Current Schedule

First Thursday

Work Session

- Regular Meeting

Following Monday  
Second Week

Third Thursday

Work Session

- Regular Meeting

Following Monday  
Fourth Week

## Current System Disadvantages



- Ties up every week of the month.
- Little turn-around time from Thursday afternoon to Monday night to adapt to Council direction.
- Eliminates redundancy – the Work Session Agenda should stand alone rather than be a mirror of the business meeting.



## Example

- Work Session scheduled for September 1<sup>st</sup>
- City Manager and 4 Council members will be attending the League of Oregon Cities Annual Conference.
- Meeting every week of the month requires staff to miss trainings or cancel meetings.

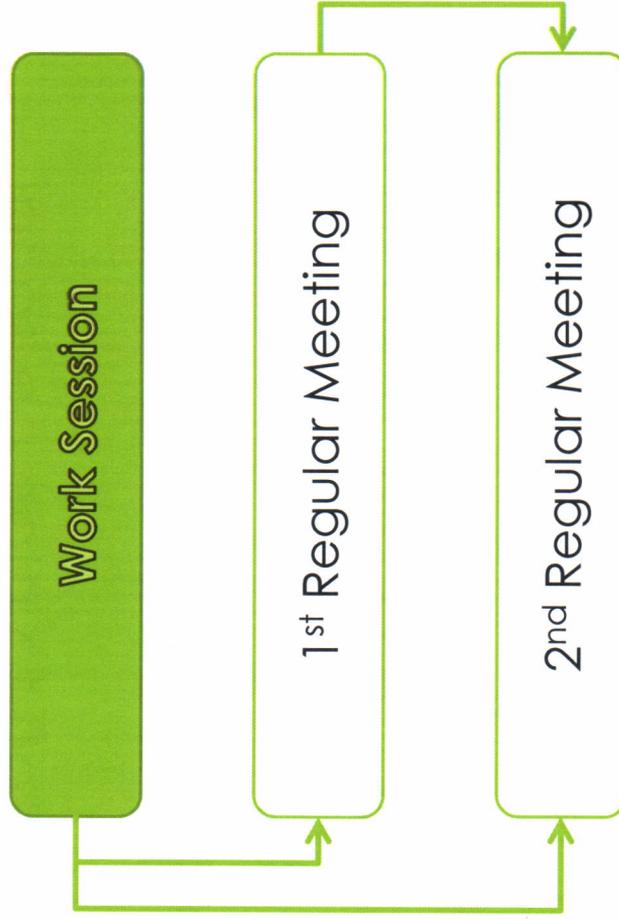
# Proposed Meeting Schedule



Items in the Work Session preview items for the regular meetings.

Any new business at the first regular meeting could be sent to action at the second business meeting if needed.

The second regular meeting could be cancelled if there are no items to carry over.





## Benefits

- More Efficient – allows staff more work time.
- Regular reporting is now scheduled monthly.
- Allows Council and staff to plan around training events.
- Allows Council and staff to plan personal business around the meeting schedule.
- With three meetings there is the flexibility to schedule around other community and professional events.



## Other Considerations

- Staff needs more time between Work Session and the regular meeting.
- Staff needs time to react to decisions and comments made at the Work Session.
- Publish agendas two business days prior to meetings







## Other Considerations

It has been requested for consideration that the start time for evening meetings be moved from 7 PM to 5:30 PM, so the meeting can occur closer to the end of normal work hours and encroach less into the evening.



# Action Required



Section II of the Rules and Procedures of the Ontario City Council must be amended.

- **Current Language**

- Regular Meetings shall be held at least once each month. Regular meetings will normally convene on the first and third Monday of the month at 7:00 PM in the Council Chambers, or other properly noticed location.

- **Proposed Revised Language**

- Regular Meetings shall be held at least once each month. Regular meetings will normally convene on the first second and third **Monday/Tuesday** of the month at **7:00/5:30** PM in the Council Chambers, or other properly noticed location.

# Discussion/Information /Hand-Out Items

City Council Meeting  
September 6, 2016

## MALHEUR COUNTY COURT MINUTES

AUGUST 3, 2016

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

Also present was Larry Meyer of the Argus Observer.

### **ST. ALPHONSUS MEDICAL CENTER UPDATE**

Ken Hart from St. Alphonsus Medical Center - Ontario met with the Court. Mr. Hart explained that St Alphonsus Medical Center's focus had changed from traditional "sick care" to more proactive "well care". Sick care is what hospitals provide; the well care approach has led to a number of investments allowing St. Alphonsus to provide different kinds of care. New services include the Fruitland Health Care Plaza (outpatient family physicians/urgent care), and the renovation of the Park Center mall which is now the Ontario Health Care Plaza and includes a rehabilitation center. Those two projects account for over \$20 million in investment by St Alponsus and promote well care and preventative health care rather than just sick care.

Additionally, a \$5 million renovation of the hospital's maternity center is nearing completion. Last year there were 600 births at the hospital with only one OBGYN provider. An additional OBGYN has recently been hired and will begin to provide services in September.

There are concerns about the Legislature's discussions regarding nonprofits property tax exemptions. Mr. Hart clarified that not all of St Aphonsus property is exempt; last year it paid approximately \$62,000 in property taxes on its medical office building and the Ontario Health Plaza. The hospital proper tends to be where the charity care and more of the not for profit aspect of health care is provided and has historically been exempt from property taxes.

St Alphonsus held its annual free sports physicals for local youth last week; 162 persons attended. For the last 2 years St Alphonsus has been providing free athletic trainer services to local high school varsity sports events.

The Health Resource Center focuses on high utilizers of the emergency room; it is grant funded with matching support dollars from the hospital. The project combines a mental health component with the health care component; it assists patients with chronic illnesses and mental health needs to find appropriate health resources. Results of the project are positive with a decrease in readmission rates of approximately 25%.

Treasure Valley Women's Clinic is now a part of St Alphonsus and any woman in the community who is pregnant and needs health services free of charge is provided those services through the Women's Clinic. St Alphonsus is also involved with Poverty to Prosperity and the Allied Health Program; a recent Vale graduate of the Allied Health Program is now employed at St Alphonsus.

### **FUND TRANSFER RESOLUTION**

Commissioner Wilson moved to approve Resolution R16-24: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Hodge seconded and the motion passed unanimously. The resolution transfers funds from Payroll Costs to Liability Insurance for the 2015/2016 fiscal year. See instrument #2016-2617

The Extension District session was closed and the Ambulance Service District session was opened.

### **FUND TRANSFER RESOLUTION**

Commissioner Hodge moved to approve Resolution R16-25: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Wilson seconded and the motion passed unanimously. The resolution transfers funds from Office Supplies to ASD Coordinator for the 2015/2016 fiscal year. See instrument #2016-2618

The ASD session was closed and County Court was reopened.

### **COURT MINUTES**

Commissioner Wilson moved to approve Court Minutes of July 27, 2016 as written. Commissioner Hodge seconded and the motion passed unanimously.

### **CROSSING PERMITS**

Commissioner Hodge moved to approve Crossing Permit #20-16 to Idaho Power to upgrade an overhead transformer and install new service on Syringa Road #1106; and Crossing Permit #21-16 to Fruitland Electric to trench across Hale Road #951 for conduit. Commissioner Wilson seconded and the motion passed unanimously. Original permits will be kept on file at the Road Department.

### **COURT ADJOURNMENT**

Judge Joyce adjourned the Court meeting.

Ms. Cordeniz welcomed everyone and Ms. Shelton initiated introductions of those present.

Ms. Serrano reviewed data sets from 2015. 3,230 clients were served in 2015, with 1,626 of those clients coming from Ontario; clients were nearly evenly split between male/female. 402 clients were served during Crises and included 774 services.

Lieutenant Rachel Reyna, Lieutenant Debbie Hust, and TVCC Nursing Instructor Susan Iwasa joined the meeting.

Mental Health and Psychiatry were the two most utilized programs by clients in 2015 (however, there are many other programs that Lifeway's provides). The payer type of the majority of clients served was GOBHI (OHP).

Ms. Atagi visited about prevention services and Mental Health First Aid. Funds are received from the Oregon Health Authority for prevention services, which includes substance abuse prevention and problem gambling prevention. Prevention efforts are done in the schools, community and with community partners. Hands Around the Park is scheduled for September 8, 2016. Two major programs for mental health prevention and promotion are Tool Box Project, which is a social, emotional, learning curriculum implemented in local schools; and Mental Health First Aid. Suicide is the second leading cause of death for individuals aged 10-24. 263 individuals have received training in Malheur County through the Mental Health First Aid courses in the last 2.5 years.

Ms. Iwasa visited about the importance of the Mental Health First Aid courses and it was noted that the course has been incorporated into the nursing curriculum at TVCC.

Mr. Rush provided an update on the Lifeways Recovery Center capital campaign efforts. To date, nearly \$30,000 has been raised. The replacement of the Lifeways Recovery Center is a \$3.5 million project and it is hoped to raise \$1 million through the capital campaign efforts.

Clients involved with Supported Employment Services, Family Services, and the Lifeways Recovery Center shared their stories with the Court members.

Malheur Community Advisory Council Vice Chair Maria Vargas updated the Court. Ms. Vargas briefly reviewed the Community Health Improvement Plan 2016 Update. The Community Health Risk Assessment provides the data that guides the development of the Community Health Improvement Plan. Priority Issue Areas identified in the Community Health Improvement Plan include: Behavioral Health, Social Determinants of Health, and Children & Families. The Adolescent Health Access project is expanding to include Nyssa and Vale high schools. Various Spring into Wellness Fairs were held with over 1,000 Malheur County residents attending; and 37 agencies participating in the Wellness Fairs.

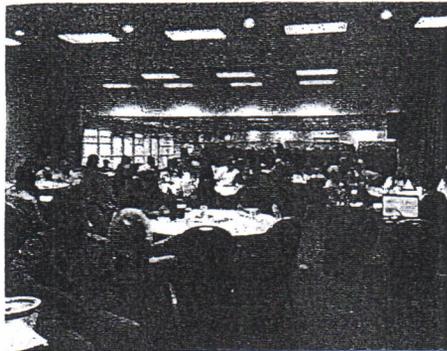
#### **COURT ADJOURNMENT**

The meeting was adjourned.

5. Fund Raising Update – Public and Private: Patrick explained to the group the importance of all members fund raising for SREDA and what it means to our bottom line. Patrick reported that Ameri-Corp was going to contribute and that the contribution would be forth coming from the corporate headquarters.
6. Business Highlights – AMI update by Kate Haas, Kestrel West – Kate gave a good and lengthy presentation on Alta Mesa and their activities that have been occurring locally. Activity has occurred in both Idaho and Oregon. Kate reported that no new drilling has occurred this year but the company is in production. She explained the Langley Gulch processing facility and the Williams-Northwest natural gas pipeline. She also reviewed all the products the company is finding in the wells such as zinc, natural gas, and consolidated liquids. They also are pleased with their partnership with Campo-Poole Oil which helps them ship the product out of the area. Kate then discussed the financial impact to the local communities and estimated that it was in the \$36 to \$37 million dollar range not including infrastructure. Overall, a very detailed reported with a lot of information. The group thanked Kate for the presentation.
7. Bylaws Update from Committee: The Bylaw updates was tabled again this month as the changes are being written up and will therefore be presented at a later meeting.
8. Economic Breakfast FUTURE of HEALTH CARE – July 26, 7-8a.m. – Kit gave an update for the group on the very successful economic breakfast recently completed. It was a very good turn out and the speakers were informative and good. She did state that in the future we may focus on another industry and again partner with the Ontario area Chamber of Commerce.
9. City and Community Highlights:  
**City Highlights:**
  - a. Fruitland: Mayor Ken Bishop stated the city is working hard on its annual budget and that the SREDA contribution has been included. He explained the City has had to step back a bit on the park project as the bid came in double what was anticipated. So at this point the City will act as its own general contractor and line up its own sub-contractors as appropriate. They will be working on this project for the rest of this year and probably next spring.
  - b. Payette: Councilman Alan Massy said the City of Payette is also going through the budget details and have been working on their Strategic Plan. He stated they just completed a successful football camp and farmers market.
  - c. Ontario: New city manager Adam Brown provided an update for the City of Ontario. Adam explained details of the lift station bid project and their review of the city's water and sewer rates which have not been raised for approximately twelve years.

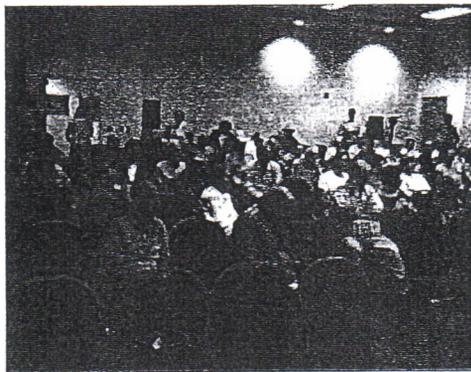
Economic Planner Dan Cummings then discussed some of the economic work he has completed with Kit. Dan stated that several large projects are still in the works. A

July has been a busy month – Kit attended the IFT (innovative food & technology show) in Chicago with over 20,000 attendees. Meet with a few Idaho & Oregon companies that were attending as well as some from other states that were interested in visiting about what we have to offer. Our hosting company had a great reception with a number of well-known Chicago-based site selectors on Monday evening of the show. This alone was well worth the attending.



SREDA and Ontario Area Chamber held the summer Economic Breakfast focused on the Future of Health Care, one of our merging industries. The turnout was good and the speakers were excellent! Discussion followed about doing the general Economic Forecast breakfast in the winter and in the summer focus on an individual industry.

Ontario, spoke at the New Plymouth Kiwanis, attended US Senator Wyden's town hall and US Congressman Greg Walden's town hall and attended the ground breaking for the new Valley Family Health Dental clinic in Payette.



Kit met with the City of Payette, City of Weiser, Payette County, and Revitalize

August 1, she met with New Plymouth City Council. She reported that New Plymouth City Council has rejoined SREDA at \$1000.



Kit went on to report on projects that she worked on that included a teleconference visit with Project Flower and Idaho Power; meeting with Idaho Power & Project Bentley, meeting with Jim Birdsall & Project Bentley, follow up with Idaho Commerce, the company & the city for a GEM grant for Project Bentley; Project pumpkin

interviews with Idaho Business Review & Capital Press, plus meeting with growers on Project Pumpkin; Set up round table for site visit with Project Adam; Met with Project Energy for an update; assist Project Salsa, and follow up with Project Neighbor.

12. Round Table Discussion: Kevin Kimball, Vice President for Administrative Services with Treasure Valley Community College, began the round table with updates regarding the college. Kevin explained the two new grants the college just received which were the HEP and Camp grants which will infuse approximately \$900,000 per year into the college for each of the next five years. Kevin also explained what the grants are for.

He then explained the college's new bond initiative and November ask in the amount of \$5.8 million dollars. This is estimated to cost about .20 cents per \$1,000 of value and that the State of Oregon has matching dollars available for this project as well. Funds



## BOARD OF DIRECTORS

Meeting Agenda

September 7, 2016

Bob's Steakhouse, Oregon

1. Call meeting to order Chair Patrick Nauman
2. Introductions of attendees
3. Approval of August 3 minutes
4. Financial update - Sandy Hemenway, Treasurer
5. Fund raising update – Patrick Nauman
6. Business highlight – TVCC with Bob Komoto
7. Bylaw updates presented – Mike Hanigan, Bob Komoto, John Breidenbach, Patrick Nauman
8. Annual Meeting to be set – October 18, 19, 20, or 27 – 6:30 pm – 7:30 pm Place TBA
9. City and Community Highlights  
Fruitland, Payette, Ontario, Nyssa, Weiser, New Plymouth, Vale
  - a. City
  - b. Community
10. County Highlights  
Payette County, Washington County, & Malheur County
11. Executive Director Report
  - a. Project updates
  - b. Other
12. Round Table Discussion
13. Adjourn

### **Calendar of EVENTS**

Sept 5	Labor Day
September 7	SREDA Monthly Board Meeting, 7 am – Bob's Steakhouse, Main Street, Nyssa, OR
Sept 13	Team Oregon Food Processing/Mfg Annual Meeting – Tigard, OR (will be calling in)
**October 4 <sup>th</sup>	SREDA*** Tuesday?? 7 am meeting – Farmers Mutual Telephone, 303 SW 3 <sup>rd</sup> , Fruitland, ID
Oct 5-10	Kit – son's wedding
OCTOBER	ANNUAL MEETING – 6:30 pm – 7:30 pm date & place TBA
Oct 24-25	Oregon Economic Development Association Fall Meeting Sun River, OR
Nov 2	SREDA Monthly Board Meeting, 7 am - TBA
Nov 3-8	Kit – out of town
Nov 9-10	Idaho Economic Development Association Fall Meeting Boise, ID
Nov 15-18	FAB TECH trade show – Vegas
Nov 24	Thanksgiving Day

*\*\*All SREDA monthly meetings are open to the public\*\**

**PUBLIC WORKS COMMITTEE MEETING MINUTES**

**Tuesday, August 9, 2016, 3 P.M. M.T.**

**\*\* PUBLIC WORKS HEADQUARTERS \*\***

Meeting called to order at 3:10 p.m. by Riley Hill, Public Works Committee Vice-Chairman.

Committee members present included Mr. Scott Wilson, Mr. Bernie Babcock, Mr. Riley Hill, and Mr. Pat Woodcock (Hart - absent).

Others present included Betsy Roberts, Suzanne Mulvany and Councilman Larry Tuttle.

The press was notified. This meeting was recorded (the tape is available at the Public Works Headquarters); the minutes are on file at City Hall and on the city's website at [www.ontarioregon.org](http://www.ontarioregon.org).

ADOPTION OF MINUTES – APRIL 12, 2016 AND MAY 10, 2016

RESOLUTION, ACTION &/OR MOTION:

The motion was made by Mr. Babcock, seconded by Mr. Wilson to adopt the minutes of the previous meetings, April 12, 2016 and May 10, 2016: Motion passed unanimously (Hart absent).

DISCUSSION – NO MOTIONS

- **Clarification on the Street fund, and the dollar amount left in contingency is \$9,200:**
  - LT – It's been changed since then
  - BR – \$150,000 was pulled back since then, so now there is \$159,000 in contingency.
  - LT – Due to not doing the chip seal and doing the crack seal instead in different areas. But if Streets need more money it will be pulled out of the general contingency.
  - BR – usually request \$200,000 for a full chip seal/crack seal, but we left some in for crack filling. We went out and examined the roads and decided we were okay for this year so only crack sealed where needed (this won't happen every year).

UPDATES ONLY – MOTIONS

BETSY

- **WTP Bid Project:**
  - One bid came in at \$1.7 million, budget was \$1.8 million.
  - Negotiated with the contractor, saved about \$50,000 that we agreed to from the bid amount.
  - Council agreed to award this to RSCI.
  - Phase II is to increase capacity, not this upgrade.
- **Eastside Tank Status:**
  - Status hasn't changed much. On hold & just operating this summer.
  - No change in the leaks that we've seen, no improvement but not getting any worse.
  - Looking at meeting with the contractor in September when usage goes down and we can pull it off line again.
  - Still within budget and should not go over.
- **NPDES Permit Overview:**
  - National Pollutant Discharge Elimination System (Wastewater Permit)
  - About 6 months ago DEQ started through their round of permits.

- BR – Would immediately bypass the lift station.
- SW – If we don't start a discussion then nothing will happen.
- BR – Councilwoman Carter said she would be willing to get the conversation started.
- LT – However, Carter doesn't have the background knowledge to start a conversation; feels the whole council including the new City Manager needs an update.

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ADJOURN

The motion was made by Mr. Babcock seconded by Mr. Woodcock to Adjourn: Motion passed unanimously (Hart-absent).

APPROVED:

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*Signature*

*(Riley Hill, Chairman / Bernie Babcock, Vice-Chairman)*

DRAFT

# CH2M

## July 2016

### Business Review



Field Services Crew repaving alley and pouring curb and gutter.

JULY  
2016

Prepared by CH2M for  
CITY OF ONTARIO/PUBLIC WORKS DEPARTMENT

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# Monthly Business Review

PUBLIC WORKS DEPARTMENT

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## FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

July activities:

- Completed crack sealing streets in Maintenance Area No. 6.
- Replaced 241 feet of curb and gutter in Maintenance Area No. 6.
- Started sweeping Ontario round No. 1 – approximately 75 percent complete.
- Sweeping downtown business area weekly – early Friday mornings.
- Cleaned four lift station wet wells – 8<sup>th</sup> Avenue, LID 44, West Idaho Avenue and Tapadera.
- Started the yellow paint removal on SW 4<sup>th</sup> Avenue – 80 percent complete.
- Replaced six worn out chain links at Snake River Correctional Institution head works screen No. 2.
- Cleaned 5,636 feet of sanitary sewer line.
- Laid down asphalt in an alley, 16 feet wide and 189 ft long, between NW 1<sup>st</sup> and 2<sup>nd</sup> Streets, between NW 5<sup>th</sup> Avenue and NW 7<sup>th</sup> Avenue, as requested of Council by a citizen.
- Painted the parking stalls and handicap parking at Optimist Park.
- Poured a concrete pad for the utility payment drop box at City Hall.
- 42 line locates were completed.
- 19 water services were shut off by customer request.
- 42 water services were turned on by customer request.
- 41 water services were shut off for non-payment.
- 29 water services were turned on for payment received.
- 31 water services were on/off read only customer request.

**Field Services Crew pouring curb and gutter.**



## FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION CONTINUED

- 16 water services were checked for zero consumption.
- 7 water services were shut off for leaks per customer request.
- 6 water services were turned on for leak repaired and verified.
- 4 water services were checked for high consumption.
- 2 water meters were changed out for non-functioning issues.

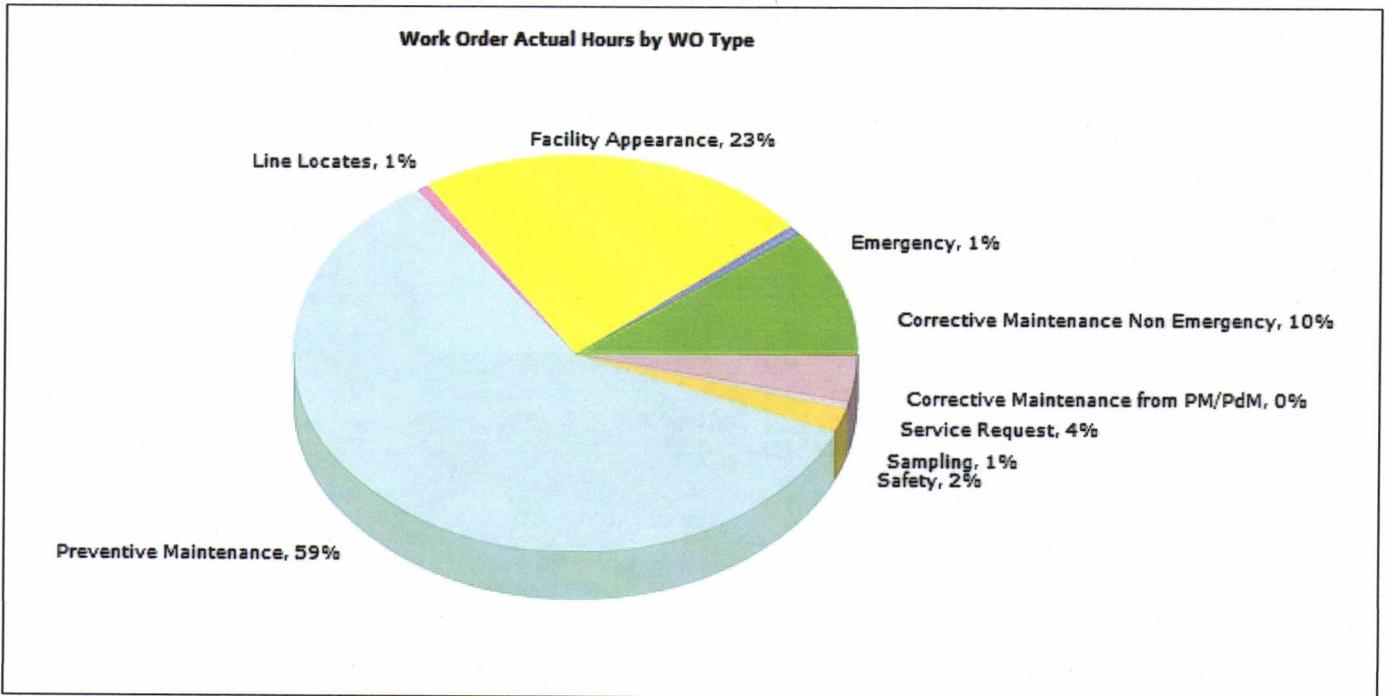


Above, Field Services crew pouring concrete curb and gutter on NW 2nd Avenue.

Right, crew paving back alley north of NW 5th Avenue, between NW 1st and 2nd Streets, between NW 5th Avenue and NW 7th Avenue.



**FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION CONTINUED**



**Optimist Park with new parking lot stripes.**

## FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION CONTINUED



Dave Ells, Western Area Safety Professional, provides elevated lift training to the Ontario Project. Pictured are Operator Andy King, Field Services Crew Leo Rojo, Field Services Crew Olivia Martinez, and Operations Assistant Rob Presley.

## WATER TREATMENT PLANT SUMMARY

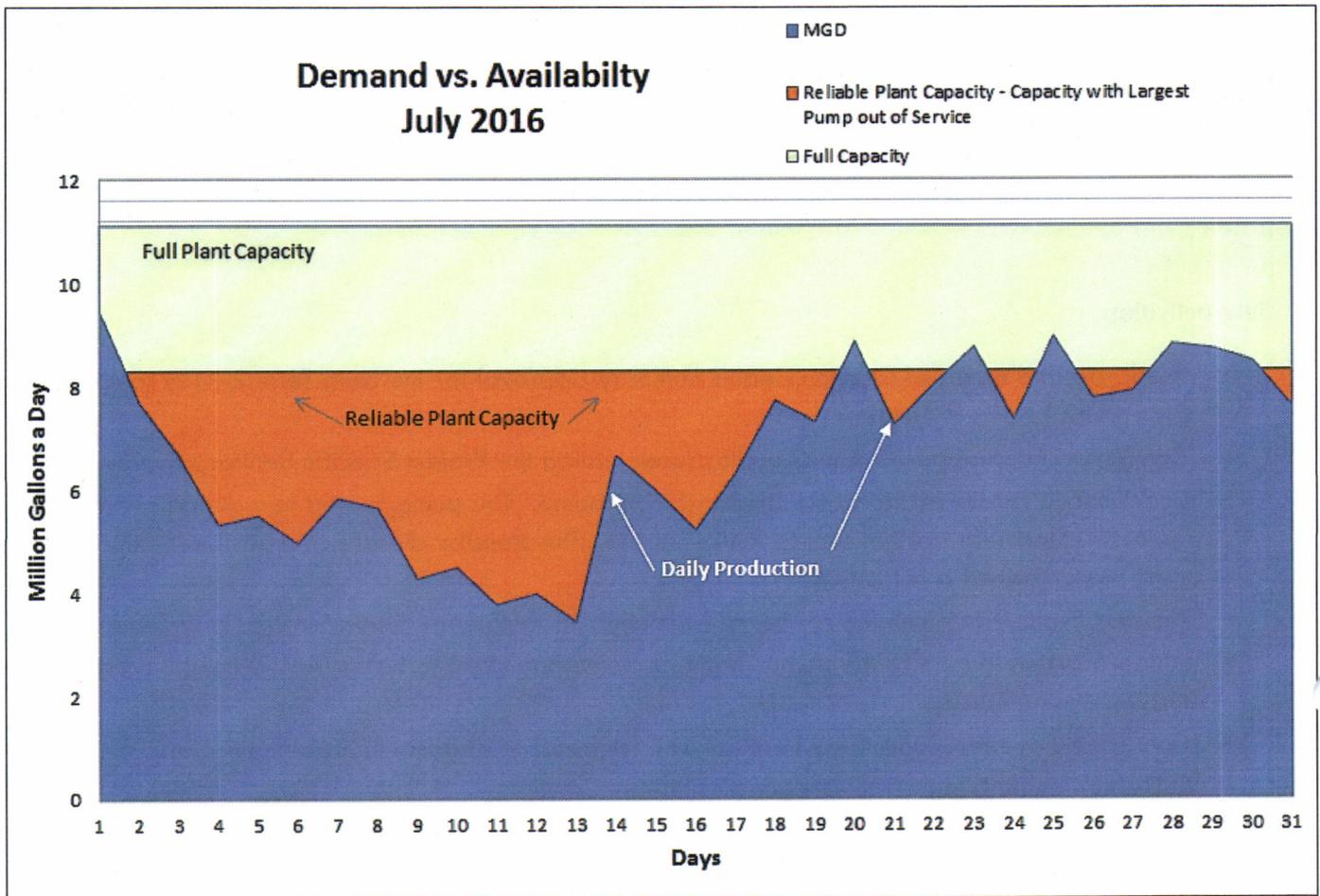
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Water demand continues to be strongly influenced by the hot weather. The plant continues to experience days where more water is treated than the the reliable treatment plant capacity. Filter run times are falling off after about three months of very strong performance. A part of this decrease in filter run time is a function of the operators moving more water through the plant and an increase in Snake River algae. The turbidity has been carefully monitored throughout this process.

### July activities:

- Prepared and received Oregon Health Authority approval for the Long Term 2 (LT2) sampling plan which begins in October.
- Completed internal performance audit process called the Project Specific Sanitary Survey (PS3).
- Experienced failure of the waste stream decant pump. This pump is used to manage overflow and process waters that are not sent to the customers. The standby diesel pump has been utilized while staff works toward a resolution.
- Assisted Engineering with the review of bids and contractors for the water system upgrade.
- Initiated action to modify the pump chamber monitoring point to better reflect combined effluent turbidity compliance.
- Contacted Payette County Clay Peak landfill for possible disposal of treatment solids.
- Submitted monthly report to Oregon Health Authority.

# WATER TREATMENT PLANT SUMMARY CONTINUED



\*\* Note: Several days the demand for water exceeded the reliable plant capacity.

## WASTEWATER TREATMENT PLANT SUMMARY

Flow and pollutant loads at the plant were typical for this time of year.

We had no violations or incidents of significance this month.

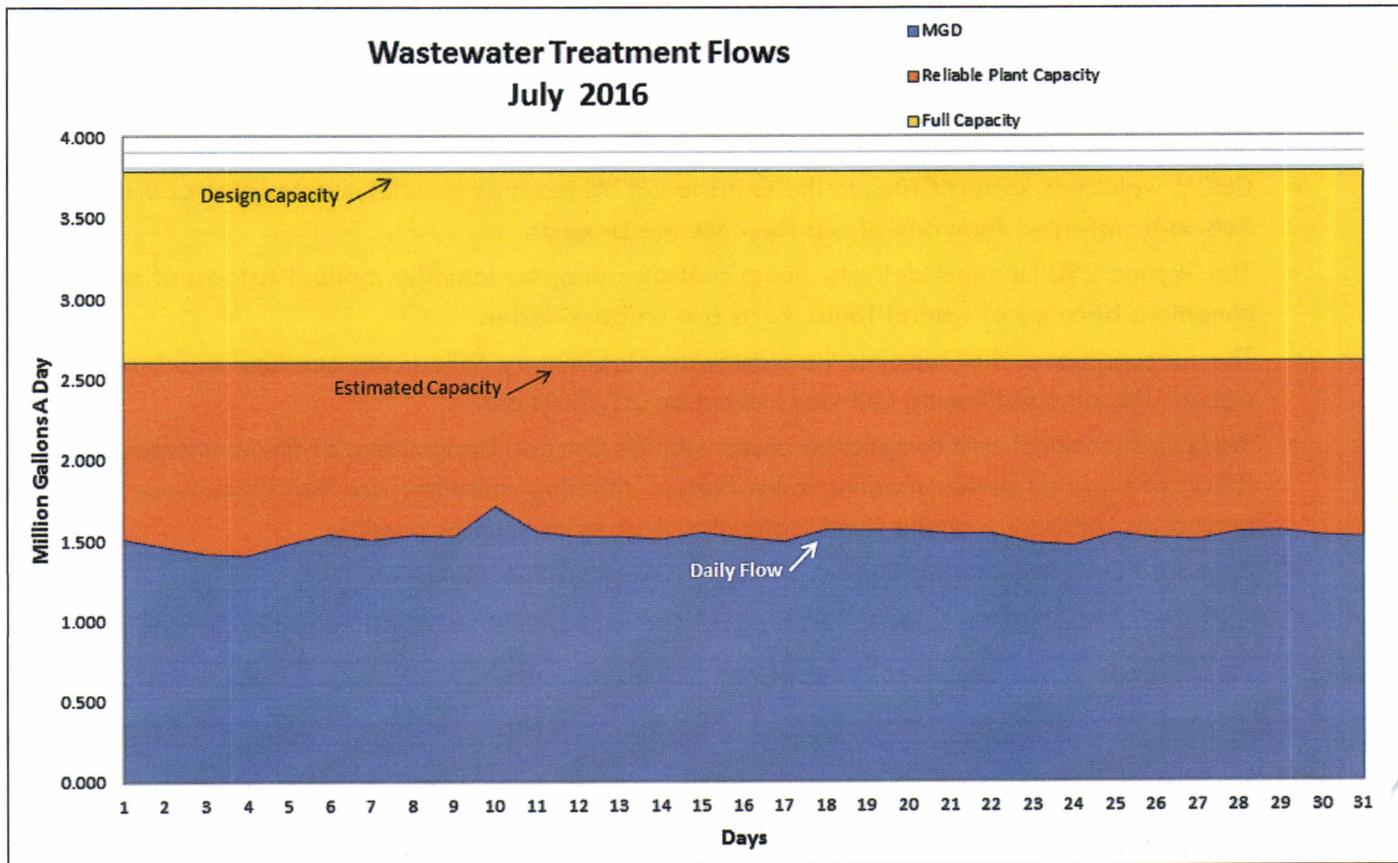
July activities:

- CH2M welcomes Robert Crites to the Ontario CH2M team as a water/wastewater operator. Robert transferred from one of our New Mexico projects.
- The Skyline 250 HP main delivery pump continues to operate under manual instead of automatic conditions because of control fault. Parts are on back-order.
- The air conditioner that supplies the wastewater laboratory failed, was serviced and is operating again. This air conditioning unit was more than 23 years old.
- Reviewed technical and compliance issues with the Oregon Department of Environmental Quality (DEQ) at a permit review meeting in Pendleton. Meeting consensus was that Ontario would be best served by embarking on the facility planning process as soon as possible.
- Prepared Daily Monitoring Report (DMR) for Oregon DEQ submission.



**Water Treatment and Wastewater Treatment Supervisor Kim Lord (from left), Operator Randy Bartlett and Operator Larry Lane walk the Wastewater Treatment Plant property and discuss operations.**

# WASTEWATER TREATMENT PLANT SUMMARY CONTINUED



## **FACILITY MAINTENANCE SUMMARY**

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July activities:

- Repaired a toilet in the Police Department.
- Assisted plumbers with installing new toilets in the holding cells.
- Heating, Ventilation and Air Conditioning unit at City Hall still under review.

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## PARKS AND CEMETERY SUMMARY

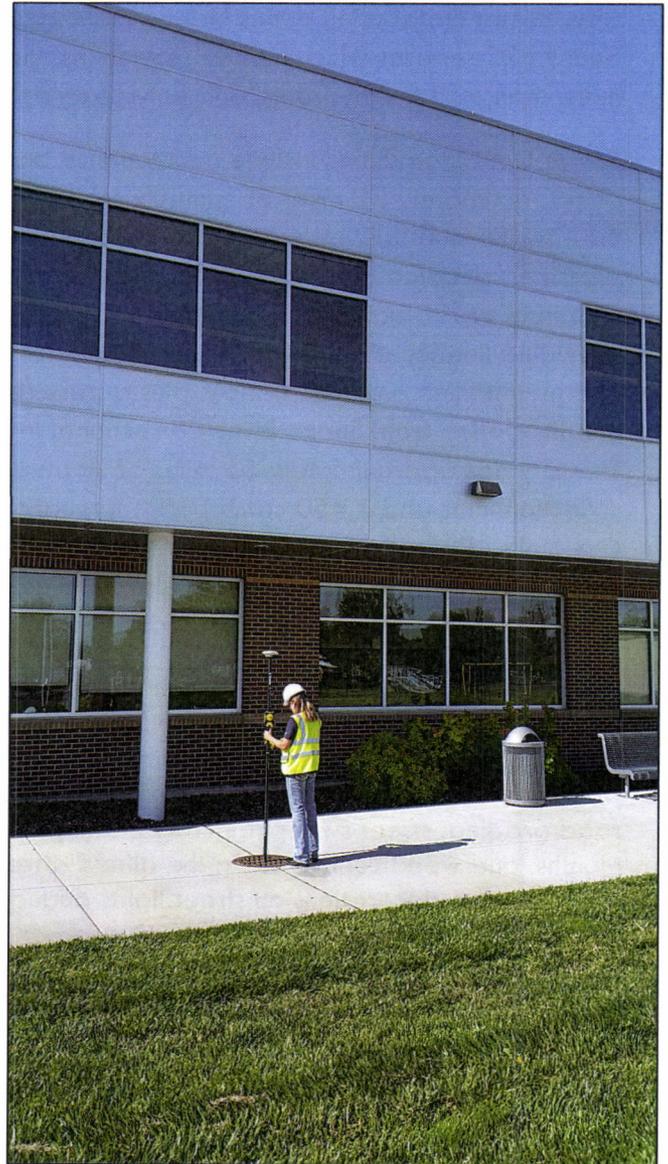
### July activities:

- There were three burials this month at Evergreen Cemetery and two at Sunset.
- A total of 79.5 mowing hours in the parks.
- Crew mowed 78 hours in the cemeteries.
- This month, the crews have been doing routine work in the parks and cemeteries, such as mowing, watering, and dumping trash cans.

## ENGINEERING SUMMARY

### July activities:

- Bid opening for Well No. 17.
- Worked with a developer on a street improvement.
- Worked with a developer on curb and gutter improvements.
- Development meeting with developer regarding restaurant pad at Waremart Site at East Lane and East Idaho Avenue.
- Work Orders issued: 1 for an existing sewer, 1 for a new sewer and water tap
- Right of way permits issued: 7
- Right of way inspections: 14
- Maps printed: 16
- WTP Design – Opened and evaluated bids. Provided recommendation to Council and began negotiation process with single bidder.
- Well 17 – Received bids for the project and reviewed. Provided recommendation to Council regarding award. Began contracting process.
- Capital Improvements Plan (CIP) – Completed draft of the 5 and 10 year capital plan (needed in particular for the Rate Study)
- Oregon Department of Transportation (ODOT) – Continued communication with ODOT regarding remaining Jobs and Transportation Act (JTA) funds for North Park Boulevard, progress on SE 2<sup>nd</sup> Street grant, and SE 5<sup>th</sup> Street application process. SE 5<sup>th</sup> Street grant awarded to City.
- Rate Study – Continued working with staff to produce information needed to Rate Study task lead. Task Lead developed initial draft model and report.
- Public Works Committee Meeting - Participated in Public Works Committee meeting and prepared update for committee members.
- National Pollutant Discharge Elimination System (NPDES) Permit – prepared for and participated in meeting with Oregon DEQ regarding Ontario NPDES Permit process.
- Provided Draft Spill Prevention, Control, and Containment (SPCC) Plan to City Manager for review.



**Engineering Technician Dawn Eden using Global Positioning System (GPS) to collect a location point on a sanitary sewer manhole on the back side of the Ontario Middle School.**

## APPENDIX

### FIELD SERVICES

Collection and Distribution staff is responsible for Sewer Collection and Water Distribution throughout the City. Water Distribution duties include maintenance and repair of approximately 97 miles of water lines and 3,625 services which include service installations, mainline installation, meter reading, maintenance of more than 600 fire hydrants, and valve exercising of more than 1,700 water valves.

Sewer Collection duties include maintenance and repair of approximately 78 miles of sanitary sewer lines within the City. Responsibilities include constructing new pipelines, cleaning all gravity sanitary sewer lines, repairing or replacing sanitary sewer lines as needed, providing line locations for all water and sewer lines, and maintaining eight lift stations plus a barscreen and one lift station from Snake River Correctional Institution. The City has approximately 56 miles of storm drain collection lines and 1,450 catch basins throughout the City limits. Duties include Storm drain maintenance and repair, cleaning of approximately eleven miles of Storm drain lines and cleaning the catch basins.

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*COLLECTION AND DISTRIBUTION STAFF MAINTAINS  
78 MILES OF SANITARY SEWER LINES  
56 MILES OF STORM DRAIN COLLECTION LINES  
AND 1,450 CATCH BASINS THROUGHOUT  
CITY LIMITS*

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The Street Maintenance Division maintains more than 122 lane miles of improved streets and more than 9 miles of alleys. The street department is responsible for resurfacing, repairing and maintaining the streets, installing and maintaining street signs and markings, tree trimming, repairing all established pavement markings. The division also completes excavation and repair of deteriorating streets, gravel road grading, street sweeping, crack sealing, chipsealing, snow removal and sanding during the winter months, and weed control along the alleys. Street Maintenance staff assists the Chamber of Commerce by putting up decorations on street lights during the Christmas season and replacing them with the regular decorations when the season is over.

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*STREET MAINTENANCE DIVISION MAINTAINS MORE THAN  
122 LANE MILES OF IMPROVED STREETS  
9 MILES OF ALLEYS  
CHIPSEALS LAST A MINIMUM OF 8 YEARS,  
AND PUBLIC WORKS CHIPSEALS 7 MILES PER YEAR*

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As part of the Street Division's maintenance program, crews chipseal street surfaces in the summer to protect them from water and weather damage and to keep them in good condition. A chipseal maintains the existing pavement, delaying further aging due to water and sun; and provides a moisture barrier and corrects existing pavement problems by sealing cracks. A chipseal application provides substantial savings to

taxpayers and should last a minimum of eight years with minimal maintenance required. The City chipseals approximately 7 miles per year.

## APPENDIX CONTINUED

### PARKS DEPARTMENT

The Ontario park system consists of both active and passive recreational areas. There are four neighborhood parks, one community park, one large urban park and numerous special use sites in the park system. In total, the City owns 13 park and recreational areas representing more than 1,012 acres of land. The City also owns the skateboard park.

### ENGINEERING DIVISION

The Engineering Division reviews plans for construction of public improvements, maintains the City's mapping system, and manages the engineering projects within both the Capital Improvements and Maintenance Programs. The department provides technical support to residents, developers, builders, other City departments and consulting engineers and surveyors. The staff reviews and approves construction plans for subdivisions, partitions, streets, sanitary sewer, water lines, and storm drainage construction projects. They also design projects, prepare bid documents for public works maintenance projects and provide project management for public improvements.

The Geographic Information System (GIS) database is maintained by Engineering Department staff. The department also maintains and updates the record maps for all City utilities, right-of-way, easements, land division plots and City base maps.

