

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



**COUNCIL MEETING AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
TUESDAY, AUGUST 20, 2019, 7:00 PM, MT**

Pursuant to the Public Meetings Laws and Rules within the Oregon Revised Statutes, the City Council has the authority, ability, and standing to take action on any items on the Agenda, or add items to the Agenda, during the Study Session or Regular Meeting, as long as all public meeting notice requirements have been met.

1) CALL TO ORDER

Roll Call: Freddy Rodriguez ____ Marty Justus ____ Ramon Palomo ____ Dan Capron ____
Michael Braden ____ Norm Crume ____ Mayor Riley Hill ____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on August 16, 2019. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website at 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

A) Minutes:
City Council Work Session 07-03-2019
City Council Meeting 07-16-2019

6) SPECIAL ACTION

A) Mayoral Proclamation: Mental Health, Substance Use Disorder, and Problem Gambling Recovery Month - September 2019

7) NEW BUSINESS

A) Remove Appointee from Airport Committee
B) 2017-2019 IGA #437-16, Firefighting Foam Trailer, Amendment #1
C) Housing Incentive Program: Rywest Homes Application 1 (72 Sunset Drive)
D) Housing Incentive Program: Rywest Homes Application 2 (64 Sunset Drive)
E) Financial Assistance for Permanent Supportive Housing Pilot Grant

8) DISCUSSION ITEMS

9) HAND-OUTS

A) Check Register July to August 15, 2019

10) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

11) ADJOURN



CITY COUNCIL WORK SESSION MINUTES July 3, 2019

The scheduled Work Session of the Ontario City Council was called to order by Mayor Riley Hill at 12:00 p.m. on Thursday, June 6, 2019, in the Council Chambers of City Hall. Council members present were Dan Capron, Michael Braden, Marty Justus, and Freddy Rodriguez. Ramon Palomo and Norm Crume were excused.

Members of staff present were Adam Brown, Tori Barnett, Larry Sullivan, Dan Cummings, Jason Cooper, Terry Leighton, Kari Ott, Peter Hall, Steven Romero, and Dan Beaubien.

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

Mayor Hill led everyone in the Pledge of Allegiance.

AGENDA

This Agenda was posted on July 2, 2019. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

CAPRON moved, BRADEN seconded, **TO ADOPT THE AGENDA AS PRESENTED**. Roll call vote: Braden-yes; Justus-yes; Palomo-out; Crume-out; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 5/0/2.

PUBLIC COMMENTS

Angie Navarete, stated: *I don't know if everyone is aware, but there is a situation with transit and bums coming in to town. This weekend we about lost our home because of it. They were living on our property and we had no idea. I have now been talking to different people, and somebody who works for the City of Boise, and they are bringing bums to Love's and giving them \$100 and telling them that we have more to offer here than they have in their area. This weekend it was scary. My husband was out of town, and it took about 20 minutes for the Fire Department to get there because we live out in the country. Something needs to be done. I don't know if we need to talk to the City of Boise, or what, but they are roaming everywhere and they are out in the country and it's scary for our town, for our kids, for everything. This particular person is a heroin addict, and was using, and it's just so scary. I don't know what else to say. It was in the paper. A guy below us almost lost his home also. They were out there from 6:30 to 11:30. We had Vale, Nyssa, Weiser, everybody was trying to fight the fire to keep the homes safe. We lost some bushes and grass, but thank God, with all the fire departments fighting, we didn't lose our home. It was very close to our house. The flames were as big as our home, and I was just with the hose trying to fight it for 15 minutes. It was so scary. She fell asleep in a tree, smoking a cigarette, and caught the whole hillside on fire.*

Mayor Hill stated she was in the county, so the issue needed to be taken to the County Court; however, the city was sensitive to the situation. Regarding the information about someone in Boise was giving transients \$100 and bringing them over and dropping them off in Ontario. Did she have any further information on that?

Ms. Navarete replied: *Also, I guess, Portland is taking them to Boise, bussing them to Boise, and Boise is bringing them to here. It's not only one person that has told me that. It's been several different people. The reason why I'm coming to you guys is because their dumping them at Love's, which is in the city. I'm just trying to go anywhere and everywhere to get something done about it. So tell me where I need to go, or what I need to do. We just need to be aware of what's going on before it gets out of control.*

Mayor Hill stated first, they'd need more information to prove that was happening.



Ms. Navarete stated: *This girls' actually from Medford, Oregon, and she's still in custody and I've asked the Police Department and people to ask her more questions. How she got here, so maybe we can find that out.*

Councilor Rodriguez stated that over the past four years he'd lived in this area, he had gone under the bridge by Walmart to meet people that resided there. He had been told directly they had been brought here by Boise PD. He had not heard of the \$100 payment, maybe those he spoke with weren't as fortunate, but he'd met them. He had no names, but it was within the last three years.

Ms. Navarete stated: *My client, her husband, they live in Fruitland, and they can't come and say anything because they are afraid for their jobs, so I don't know what else to do. I'm just trying to go somewhere to get it stopped.*

Mayor Hill stated he was at a loss as to where to go with this.

Ms. Navarete stated: *I laughed when it was, that's how the fire started. When I'm up there fighting it, and then I come and get told that that's who started it, I'm like, are you serious? I had my kids in my backyard thinking that they're safe, jumping on the trampoline, and I have heroin addicts right, not feet away from my home.*

Councilor Justus stated the city had a Homeless Task Force, consisting of Sheriff Wolfe, the Nyssa Police Chief, and they had been told last year that it was coming and it was going to get worse. The response from the city was that they'd cut their budget for homeless projects because of budget constraints. The city had an agreement with Nyssa and Vale, chipping in equal amounts of money, to help at least have a shelter for them to go to, so they weren't just everywhere.

Ms. Navarete stated: *That's just it. They've all been told that we're building a shelter. That's why they're coming.*

Councilor Justus stated the city was not. It has a lot to do with the state's decriminalization of drugs. You can come to Oregon to get stoned, get high, or do illegal drugs, and it not a criminal act, as it was in Idaho. The city was already a magnet.

Mayor Hill stated they could not give her a solution or a resolution, but were sensitive to it.

Adam Brown, City Manager, stated in a previous meeting, they had discussed the issue of the homeless inhabiting vacant structures, and this was something along those lines that could be merged in with putting together to look at, such as an intergovernmental team. Chief Romero had done some research on the laws and the city's ability to react to them within the city, which would be similar to the county.

Mayor Hill stated he wasn't sure what to do without proof they were being dumped in Ontario from other jurisdictions.

Councilor Rodriguez asked if the task force would include any counties in Idaho? That's where they were coming from.

Mr. Brown stated they could be invited.

Councilor Justus sated it was urban legend that jurisdictions were giving money to leave; however, when he lived in Texas, Houston was giving bus fare to all their homeless to get to Galveston. He didn't believe there were municipalities giving funds, but he did believe...he knew the Fruitland PD cleaned out under the bridge on the Idaho, and pushed them over to Ontario.

Councilor Rodriguez stated he didn't believe it was a myth. Any city had, at any given time, they could find the need to minimize the visible and actual count or population of homeless in a certain city. If Boise needed to make their homeless count decrease for some reason, they'd remove a bunch so the number would be low.

Mayor Hill stated Ms. Navarete needed to go the County Court with this issue.

Daniel Burks, representing American Legion Post #67, asked that the Mayor approve a Proclamation declaring August 3, 2019, as American Legion of Ontario Post 67 Day.

SPECIAL ACTION

Lieutenant Jason Cooper, Ontario Police Department

Adam Brown, City Manager, and Steven Romero, Police Chief, presented Lieutenant Cooper with a plaque in appreciation for his work as Interim Police Chief.

PRESENTATIONS

Chamber of Commerce Annual Update: (Attachments)

Kathy Yasuda, Board Member, opened, followed by John Breidenbach, CEO. Also in attendance were Board members Kathy Yasuda, Les Alexander, and Sandy Hemenway.

Four Rivers Cultural Center Annual Update: (Attachments)

Matt Stringer, Executive Director, presented.

NEW BUSINESS

Liquor License: Two Aces Mexican Restaurant, LLC

Mayor Hill declared a conflict of interest, and abstained from participating in the action.

Steven Romero, Police Chief, presented.

BRADEN moved, RODRIGUEZ seconded, **THAT THE CITY COUNCIL APPROVE THE NEW OUTLET, FULL ON-PREMISES COMMERCIAL SALES LIQUOR LICENSE APPLICATION FOR TWO ACES MEXICAN RESTAURANT, LLC.** Roll call vote: Braden-yes; Justus-no; Palomo-out; Crume-out; Rodriguez-yes; Capron-yes; Hill-abstain. Motion carried 3/1/2/1.

Liquor License: Ontario Liquor Store, LLC

Steven Romero, Police Chief, presented.

JUSTUS moved, CAPRON seconded, **THAT THE CITY COUNCIL APPROVE THE NEW OUTLET OFF-PREMISES LIQUOR LICENSE APPLICATION FOR THE ONTARIO LIQUOR STORE, LLC.** Roll call vote: Braden-yes; Justus-yes; Palomo-out; Crume-out; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 5/0/2.

Liquor License: Guru Hospitality, LLC

Steven Romero, Police Chief, presented.

CAPRON moved, BRADEN seconded, **THAT THE CITY COUNCIL APPROVE THE CHANGE OF OWNER, FULL ON-PREMISES COMMERCIAL SALES LIQUOR LICENSE APPLICATION FOR GURU HOSPITALITY, LLC.** Roll call vote: Braden-yes; Justus-yes; Palomo-out; Crume-out; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 5/0/2.

Resolution #2019-125: Adoption of the Natural Hazards Mitigation Plan

Adam Brown, City Manager, presented.

CAPRON moved, JUSTUS seconded, **THAT THE CITY COUNCIL APPROVE RESOLUTION #2019-125, A RESOLUTION ADOPTING THE MALHUR COUNTY NATURAL HAZARDS MITIGATION PLAN.** Roll call vote: Braden-yes; Justus-yes; Palomo-out; Crume-out; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 5/0/2.

2019-2021 Intergovernmental Agreement for Regional Hazardous Materials Emergency Response Team Services

Terry Leighton, Fire Chief, presented.

CAPRON moved, BRADEN seconded, **THAT THE CITY COUNCIL AUTHORIZE THE MAYOR AND FIRE CHIEF TO SIGN THE BIENNIAL 2019-2021 INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ONTARIO AND THE OFFICE OF STATE FIRE MARSHAL.** Roll call vote: Braden-yes; Justus-yes; Palomo-out; Crume-out; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 5/0/2.

DEPARTMENT HEAD UPDATES

Financial Update: May, 2019 *(Attached)*

Kari Ott, Finance Director, presented.

Ontario Police Department Semi-Annual Report *(Attached)*

Steven Romero, Police Chief, presented.

DISCUSSION ITEMS

Discussion of City Noise Ordinance

Councilor Rodriguez stated he wanted the chance to discuss the existing ordinance. Many citizens had contacted him about this, as they did not like loud music. Primarily, it was on Sundays. Mr. Brown had indicated the day limit was 70, and the night was 60. The main complaint was that what was currently in place, was not working. It was not being enforced. He didn't think it was an enforcement issue; it was more how it was worded. It needed to be reviewed. One main issue was in the measurement of the noise. The ordinance read that the noise was to be measured at the location of the complainant. Some did not believe that was the fair way to measure. He understood the need for stricter wording, but also more leniency or openness when the option was there for a citizen to apply for a noise waiver. Was that an actual option?

Chief Romero stated they needed to consider both state and local laws. Those two didn't always match. State law allowed up to an arrest for disturbing the peace; however, the local law only allowed up to a civil action. He believed an educational approach should be taken first before taking it to the next level.

Councilor Rodriguez stated the main complaint was that a complaint was called in, an officer arrived, the music was turned down, the officer left, and the music went back up. In other cities, there were fines attached if an officer had to repeatedly respond to the same location for the same complaint over a certain period of time.

Chief Romero stated the final step would be an actual citizen's arrest, which was a legal process, not a physical one. A citizen would call for service, the police would respond, and the two parties would discuss the situation. The police weighed the tangible evidence to support the citizen's claim. If there was sufficient probable cause to support the claim, the option for a citizen's arrest was in play. The citizen would sign an affidavit, sign the demand for a citizen's arrest, and the officer would do the physical arrest or issue a citation. The DA would determine if the evidence of the issue warranted a case.

Chief Romero stated with regard to a waiver, under Section E of the ordinance, it read that the Chief of Police had the authority to issue a variance; however, no one could locate an application for that variance.

Larry Sullivan, City Attorney, stated it was probably true that very few residents were aware of the details of the City Code. Anyone who wanted to read the Code, could do so online on the city's website. The existing ordinance was adopted 12 years ago.

Mayor Hill stated two issues stood out to him. First, 7:00 a.m. start. He knew that there were jobs that needed to be done earlier due to weather, for example, pouring concrete. Second, church bells. Some churches had their bells ring more often. He believed it needed to be reviewed and a waiver application needed to be developed.

Councilor Capron stated the neighbors behind him not only lowered his property value, but they also drove him crazy. He had called dispatch several times with a noise complaint, and dispatch informed him that they could make noise until 11:00 p.m., or midnight, or they had a waiver. This was from dispatch! He'd been contacted for officers who also stated different times. He was told to measure the noise level. With what? It sounded like it was

measured with their phones. He had loud bass, drunks, music all day and all night. He actually gave up, and he had spoken with quite a few others who also gave up on even contacting dispatch, because dispatch told them they could make the noise. Everyone felt there was no outlet. Calling dispatch was no help.

Councilor Rodriguez wanted staff to review the existing ordinance, maybe sharpen it up. They also needed to create a variance. But, both sides needed to be represented.

Mr. Brown stated staff would ensure an application was developed and accessible. They would also review all aspects, all sections, of the ordinance, and bring it back to Council for review and discussion.

Department Head Presentation Frequency

Mayor Hill stated he was not pleased with limiting the presentations. Making the presentations less than quarterly really limited the information the Council was provided, and if limited information to the public. It went against the policy of Openness. He was opposed to changing the presentations to semi-annual reporting.

Councilor Capron stated it had been brought up before, and the Council had consensus on the change. It was his understanding that it was to allow staff more time to do their jobs, but still provide the Council with information. They wouldn't have to put together a "picture show" every quarter. If the Council was doing their job, they'd be asking questions and meeting with staff.

Mr. Brown stated he was not opposed to keeping the quarterly schedule for Police, Fire, and Public Works. It gave those departments more face time. He spoke with Councilor Crume that morning, who stated because he had been on the Council for quite some time, that maybe he was more aware of things than others, and he needed to be more sensitive to some of the newer members. Staff would do whatever the Council directed, but he did would be more comfortable with reporting on a more frequent basis.

Councilor Rodriguez agreed. He, being new, wanted the most information and details as possible.

Council consensus to continue the quarterly presentations.

Fire Hydrants

Councilor Rodriguez stated he spoke with Jacobs, who was on board with helping out with the project by providing materials. Citizens had been speaking to him about the condition of the paint jobs on the city's fire hydrants, and wanted to repaint them. He initiated a movement to gather citizens to form a group to do the project. He was hopeful there would be Councilors interested in participating. There were approximately 700 hydrants, and Jacobs would create grids. The group would do the painting, and Jacobs would follow-up with painting on the numbers.

Terry Leighton, Fire Chief, stated he had been approached by Councilor Rodriguez on the project. It was generally done by staff in Public Works. As they had the specifications, he directed Councilor Rodriguez to speak directly with staff from Jacobs.

Mr. Brown stated he had spoken with Maura Kirby, Kinney & Keele Hardware, who stated her company would be interested in donating paint for the project.

HAND-OUTS

Department Stats: (Attached)

Public Works: June 2019

Code Enforcement: May 2019

Police: May 2019

Fire & Rescue: June 2019

Minutes: (Attached)

County Court: 05-29-2019; 06-05-2019; 06-12-2019; 06-19-2019

SREDA: 06-04-2019

Packet: (Attached)

V&C Board: 07-11-2019

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- ✓ Mr. Brown stated that the City Attorney had been working on the SRCI issue regarding water and sewer. They planned to meet in mid-July. Staff could present the draft proposal to Council at the next meeting. They'd also take the draft to the Public Works Committee.
- ✓ Councilor Justus stated one of his property owners had to install a new sewer line due to degradation. She had received a bid for \$15,000. It was \$5K from the house to the curb, and the balance to go into the street. From SE 7th or 8th, up to NW Verde, there were houses all built in the same era of the 40s, 50s, and 60s. All of them could have that Orangeburg pipe that could be degrading. He understood that it was the property owner's responsibility to replace it. But, a \$15K expense on one of those little houses, an unbudgeted expense, could not be done. The property values decreased. He would like the Council to entertain some type of permanent loan fund from the Sewer Fund, allowing individuals to borrow money, pay for the expense, and pay it back, similar to an LID. The property would be upgraded, and the funds would be reimbursed. If the house were to be sold, the sellers could negotiate selling that debt with it. He was seeking a solution for those homeowners who could not pay for that type of fix.

Mr. Brown stated fiscally, he did not believe there would be an issue with using sewer funds, or water funds, for this type of action.

Dan Cummings, Community Development Director, stated the state had a loan fund for emergency issues such as this. The city was currently involved with one on NW 4th Avenue. The property owners received a low-interest loan from the state to assist them in getting their sewer installed.

Council consensus to have staff investigate the idea presented by Councilor Justus.

- ✓ Councilor Justus requested the Council institute an Ethics Policy. If the Mayor or the Council had an issue that came before them that involved an existing ordinance, it needed to be transparent. He didn't want anything to look. If those existed, where they being used? If one was in place, he'd like a copy. There was an ordinance on the books that needed to be amended because an application was made. He wasn't against the application, but he was against that it wasn't disclosed.
- ✓ Mayor Hill stated the action regarding the surcharge on phones had passed the legislature, and the Governor either had signed it, or would be signing it. During the budget hearings, it was stated that if that law passed, the city would be removing the \$5 fee off the utility bill. When would that occur?

Mr. Brown stated his recollection of the motion was that it was commensurate with the reduction in the cost for 9-1-1 services from the Sheriff's Department at whatever rate it was reduced. The 9-1-1 Committee wasn't scheduled to meet again until September. He asked the Secretary of that Committee, Sheri Smith, to meet sooner because of that issue. He was still attempting to get them to meet sooner. He believed they would, but they wanted to see what the revenue was. The Budget Committee's recommendation was tied to when the city would begin receiving the funds. He wanted to get the 9-1-1 Committee together so they could determine what the county was planning to do regarding cost for 9-1-1 services, and then they could remove all or part of that charge.

Mayor Hill stated his recollection was not an offset. It was that if that law passed, the city would remove that \$5 charge.

Councilor Braden stated no, it had been stated it would be when the funds were credited, but it might not cover the entire \$5, so it would be a matching amount to the reduction.

Mayor Hill did not recall that, and asked to be provided a copy of the Budget Hearing minutes. Whatever the minutes reflected, that's the direction the Council would take.

- ✓ Councilor Capron stated to the Oregon 11 that held off the Cap & Trade, thank you!

ADJOURN

CAPRON moved, BRADEN seconded, **THAT THE MEETING BE ADJOURNED.** Unanimous voice agreement.

ACCEPTED:

ATTEST

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder



CITY COUNCIL MEETING MINUTES July 16, 2019

The scheduled meeting of the Ontario City Council was called to order by Councilor Michael Braden at 7:00 p.m. on Tuesday, July 16, 2019, in the Council Chambers of City Hall. Council members present were Norm Crume, Michael Braden, Freddy Rodriguez, and Ramon Palomo. Mayor Riley Hill, Councilor Dan Capron, and Councilor Marty Justus were excused.

Members of staff present were Adam Brown, Tori Barnett, Terry Leighton, Kari Ott, Dan Cummings, Steven Romero, Larry Sullivan, Peter Hall, and Betsy Roberts.

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

Councilor Braden led everyone in the Pledge of Allegiance.

AGENDA

This Agenda was posted on July 12, 2019. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

CRUME moved, PALOMO seconded, **TO ADOPT THE AGENDA AS PRESENTED**. Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-out; Braden-yes; Hill-out. Motion carried 4/0/3.

PUBLIC COMMENT

Mike Castro-Shrader, Ontario, stated: *Good evening, everybody. I'm Mike Castro-Shrader. I've been an Ontario resident for 18 years, a retired law enforcement officer, I've owned my house at 1140 Pine Place for 29 years. I know that I'm limited to three minutes, so I've basically written down the number of statements I'd like. I'd like these statements be made part of the meeting's public record. I also initially thought that the Council was going to address revision and updating of the noise ordinance, and I've been informed that's put on hold to be dealt with later. But what I would like to do is, I have five documents I'd like to present to Mr. Braden, looks like you're the acting Mayor tonight, and for you to share this with the Mayor and City Council and the city staff to help in revision of the city ordinance if you decide to do that. I may be out of town when that happens, when the public has an opportunity to comment on that, but I at least want to present this to you and I'd like this to be part of the public record, too. Like I said, I know I'm limited to three minutes, so basically what I have to say I'll just basically read it off and I know you've got a pretty heavy Agenda here, so I won't delay.*

Three months ago, on April 16, 2019, I discussed with most of you present the continued problems my neighbors and I are having with the occupants and their friends at 1142 Pine Place, now going on for over five years of city ordinances and vehicle code violations not being enforced by our police department. If our new Police Chief, Steven Romero, has not seen or reviewed my testimony or documents I provided, I strongly recommend that he do so. At that April 16th City Council meeting, I also strongly recommended to the City Council, City Manager Adam Brown, and the Police Department, to provide all the documentation I provided them, which would show the totally inadequate response in not dealing with my neighbors and my continued problems with the occupants of 1142 Pine Place and the landlords. Riley isn't here, so I guess I'll ask the acting Mayor, Mr. Braden, if the City Council or Mayor did follow-up on my recommendation concerning that on April 16th, which was three months ago.

Councilor Braden stated the presentation was heard and discussed, yes.

Mr. Castro-Shrader: Okay, but my recommendation to get with the City Manager and ask for the extensive documentation of this continued problem my neighbors and I were having, has that been done by the Mayor and City Council?

Councilor Braden stated in his bringing up the noise ordinance, it was why they chose to go back and review the ordinance and bring it back before the Council. They had begun taking those steps, but no changes had been made to the ordinance yet.

Mr. Castro-Shrader: Okay. As you well know, in my presentation April 16th, there was a lot more issues then ordinances not being enforced by the Police Department and the continued problems. That's why I recommended you to get with Adam Brown, our City Manager, and the Police Department, and request all the documentation I've provided over the years of that continued problem. So, again, I'm strongly recommending that the Mayor and City Council do this, to see the extent why my neighbors and I have been putting up with now for over five years with these particular people. It's not just isolated to them. There's been other instances of people allowed to play their loud music, both day and night, has continuously gone on, with the dog barking, dogs off leash, littering, weed problems, the list just goes on and on. I was out of town for a month, and I recently returned, and all the stuff's still occurring at 1142 Pine Place. We're talking about public nuisance, continual overflowing garbage, rubbish, debris, trash, litter in the front yard and driveway, continued litter problems such as litter thrown and left in the street by them and their friends, dogs off leash, continued weed problems both in their front yard and backyard area. The back yard looks like a jungle. Just to give you an example, just this Saturday, on July 13, 2019, I observed and heard their five-year old son throwing a glass beer bottle into my front yard, and it broke into pieces by my sidewalk and inside my front entrance and front door. One of his mothers' was present at the time, and basically made no attempt whatsoever to contact me or to apologize, or clean up all the broken glass in my yard. She knew I was home at the time with all my cars present and watering my front lawn and doing yard work. Stacie (sp) told her five-year old son "you need to take responsibility for what you do". He's just following the example of his mothers, Stacie and Crystal, and their friends, who constantly litter on the sidewalk, street, in their front yard and driveway. They even have taught him to say to me "f*** you, bad man" when he sees me. Even though I have never spoken in a bad manner or used profanity to either him or his parents, yet they use profanity all the time. This should show you what kind of people my neighbors and I have been putting up with now for over five years and the Police Department allowing this behavior to continue. During the last six months or so, numerous police officers and ordinance have all contacted them on other matters. They all have seen this nonsense and continued violations and do nothing. I would remind the City Council that, again, while some people take issue about (unintelligible) or weren't doing their jobs and the Mayor said something to the effect "he'd bet attention would be given to my and my neighbors situation very soon". I again invite the Mayor, the City Council members, the City Manager, and the new Police Chief, to come over to Pine Place cul-de-sac and Locust Way, and confirm with my neighbors these continued problems and how long it's been allowed to go on. If I am not at home, you have my permission to go into my backyard and look at my neighbor's backyard weed problem and jungle. I have no dogs to worry about. You can also see what happens to one's yard with weed problems when neighbors do not abide by the city's weed ordinance if not properly enforced. Again, I am glad to hear that the City Council and Mayor in the city is actually going to be looking at the city's noise ordinance. I think there needs to be, I think it's very well written for the most part, but there's been a lot of issues and problems with it, a lot of which is lack of knowledge even by our own Police Department and Ordinance Officer and Dispatchers, which I discussed briefly last time I was here on April 16th. I hope to be around when there is discussion and revision of the ordinance. If I find out I'm not, I will present something in writing to the Mayor and City Council and I'll give you my feedback concerning that these continual problems, particularly the city's noise ordinance in particular, but like I said, all this stuff has continued going on in the cul-de-sac and the neighborhood and it's not being addressed and I hope our new Police Chief decides to change things because there's no reason for this to continue as long as it has. It hasn't, this isn't a short-term problem; it's been going on since I've lived here, since 1990. It doesn't matter what Police Chief, what Ordinance Officers have been involved, or what Patrol Officers, and I think if you did look at the documentation I've provided the City Manager and the former Police Chief and the other senior officers and ordinance officers, I think you'd be appalled at what my neighbors and I are having to put up with.

Councilor Rodriguez stated he had requested, and received, the documents. That was all he needed to see to cause him to reach out to help him. City Hall has tried to help, and he'd continue trying to help.

CONSENT AGENDA

CRUME moved, BRADEN seconded, **TO ADOPT THE CONSENT AGENDA, WHICH INCLUDED JUNE 6, 2019, COUNCIL WORK SESSION MINUTES; AND JUNE 18, 2019, COUNCIL MEETING MINUTES.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-out; Braden-yes; Hill-out. Motion carried 4/0/3.

PRESENTATIONS**Community in Action Update: Kathy Markee**

Kathy Markee, Residential Housing Rehabilitation Program Representative, presented. *(Report attached)*

Eastern Oregon Border Board

Shawna Peterson, Chair, presented. *(Report attached)*

OLD BUSINESS**Ontario Recreation District Loan**

Adam Brown, City Manager, presented, followed by Kari Ott, Finance Director.

CRUME moved, BRADEN seconded, **THAT THE CITY COUNCIL APPROVE A SHORT-TERM \$100,000 LOAN TO THE ONTARIO RECREATION DISTRICT AT AN ANNUAL INTEREST RATE OF 2.13%.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-out; Braden-yes; Hill-out. Motion carried 4/0/3.

NEW BUSINESS**Request for Appointment to Marijuana Ad-Hoc Committee**

Applications were received from Jim Mosier, Natalie Barlow, and Eddy Thiel.

CRUME moved, PALOMO seconded, **TO TABLE THIS ACTION UNTIL THE FULL CITY COUNCIL IS PRESENT AND MORE APPLICATIONS HAVE BEEN RECEIVED.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-out; Braden-yes; Hill-out. Motion carried 4/0/3.

H-GAC Cooperative Purchasing Agreement

Adam Brown, City Manager, presented.

CRUME moved, PALOMO seconded, **THAT THE CITY COUNCIL APPROVE THE INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING BETWEEN THE CITY OF ONTARIO AND THE HOUSTON-GALVESTON AREA COUNCIL.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-out; Braden-yes; Hill-out. Motion carried 4/0/3.

Purchase of Loader for Streets Department

Betsy Roberts, City Engineer, presented.

CRUME moved, PALOMO seconded, **THAT THE CITY COUNCIL APPROVE THE TRADE IN OF THE CURRENT 1997 JOHN DEERE LOADER AND THE PURCHASE OF THE NEW JOHN DEERE WHEEL LOADER FROM COASTLINE EQUIPMENT THROUGH SOURCEWELL FOR \$128,367.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-out; Braden-yes; Hill-out. Motion carried 4/0/3.

Resolution #2019-126: Proposed Action on Murrysmith Task Order for Mixing Zone Study

Betsy Roberts, City Engineer, presented.

CRUME moved, RODRIGUEZ seconded, **THAT THE CITY COUNCIL APPROVE RESOLUTION #2019-126, A RESOLUTION TO INCREASE THE MIXING ZONE STUDY BUDGET BY \$21,000 AND TO APPROVE THE TASK ORDER FOR DEVELOPMENT OF THE MIXING ZONE STUDY BY MURRYSMITH, INC., FOR UP TO \$86,000.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-out; Braden-yes; Hill-out. Motion carried 4/0/3.

Bid Award: Police Car Lease Purchase

Kari Ott, Finance Director, presented.

RODRIGUEZ moved, PALOMO seconded, **THAT THE CITY COUNCIL APPROVE A FIVE-YEAR CAPITAL LEASE WITH EMERGENCY RESPONDER SERVICES, INC., FOR FIVE FULLY EQUIPPED DODGE CHARGERS.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-out; Braden-yes; Hill-out. Motion carried 4/0/3.

SRCI Rate Strategy

Betsy Roberts, City Engineer, presented. *(Report attached)*

PUBLIC HEARING(S)**Ordinance #2756-2019: Annexation and Rezone (Portion of Sunset Drive-Warrington) (First Reading)**

It being the date advertised for public hearing on the matter of Ordinance #2756-2019, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

Dan Cummings, Community Development Director, presented.

The Hearing was opened for public testimony. Opponents: None. Proponents: None. There being no Proponent and no Opponent testimony, the Hearing was closed.

CRUME moved, RODRIGUEZ seconded, **THAT THE CITY COUNCIL ACCEPT THE FINDINGS OF FACTS AND RECOMMENDATION OF THE PLANNING COMMISSION ON PLANNING ACTION #2019-04-24AZ AND APPROVE ORDINANCE #2756-2019, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO, BEING A PARCEL WITHIN THE NE¼ SECTION 8, TOWNSHIP 18, SOUTH RANGE 47 EAST, W.M.; AND WITHDRAWING SAID TERRITORY FROM THE ONTARIO RURAL FIRE PROTECTION DISTRICT #7-302, AND THE ONTARIO RURAL ROAD ASSESSMENT DISTRICT #3, ON FIRST READING BY TITLE ONLY.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-out; Braden-yes; Hill-out. Motion carried 4/0/3.

CRUME moved, PALOMO seconded, **THAT THE CITY COUNCIL WAIVE A SECOND READING OF ORDINANCE #2756-2019, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO, BEING A PARCEL WITHIN THE NE¼ SECTION 8, TOWNSHIP 18, SOUTH RANGE 47 EAST, W.M.; AND WITHDRAWING SAID TERRITORY FROM THE ONTARIO RURAL FIRE PROTECTION DISTRICT #7-302, AND THE ONTARIO RURAL ROAD ASSESSMENT DISTRICT #3.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-out; Braden-yes; Hill-out. Motion carried 4/0/3.

Ordinance #2757-2019: Annexation and Rezone (First Reading)

It being the date advertised for public hearing on the matter of Ordinance #2757-2019, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

Dan Cummings, Community Development Director, presented.

The Hearing was opened for public testimony. Opponents: None. Proponents: None. There being no Proponent and no Opponent testimony, the Hearing was closed.

CRUME moved, PALOMO seconded, **THAT THE CITY COUNCIL ACCEPTS THE FINDINGS OF FACTS AND RECOMMENDATION OF THE PLANNING COMMISSION ON PLANNING ACTION 2019-05-41AZ AND APPROVE ORDINANCE #2757-2019, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO, BEING A PARCEL WITHIN THE SE¼, SECTION 32, AND THE SW¼, SECTION 33, OF TOWNSHIP 17 SOUTH, RANGE 47 EAST, AND THE NW¼, SECTION 4, AND NE¼, SECTION 5, OF TOWNSHIP 18 SOUTH, RANGE 47 EAST, W.M., ON FIRST READING BY TITLE ONLY.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-out; Braden-yes; Hill-out. Motion carried 4/0/3.

CRUME moved, PALOMO seconded, **THAT THE CITY COUNCIL WAIVE A SECOND READING OF ORDINANCE #2757-2019, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO, BEING A PARCEL WITHIN THE SE¼, SECTION 32, AND THE SW¼, SECTION 33, OF TOWNSHIP 17 SOUTH, RANGE 47 EAST, AND THE NW¼, SECTION 4, AND NE¼, SECTION 5, OF TOWNSHIP 18 SOUTH, RANGE 47 EAST, W.M.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-out; Braden-yes; Hill-out. Motion carried 4/0/3.

Resolution #2019-127: Declaring a Portion of the Malheur River Farm as Surplus and Not Needed for Public Use and Approving the Sale of the Property

It being the date advertised for public hearing on the matter of Resolution #2019-127, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

Dan Cummings, Community Development Director, presented.

The Hearing was opened for public testimony. Opponents: None. Proponents: None. There being no Proponent and no Opponent testimony, the Hearing was closed.

CRUME moved, PALOMO seconded, **THAT THE CITY COUNCIL APPROVE RESOLUTION #2019-127, A RESOLUTION DECLARING A PORTION OF THE LAND KNOWN AS THE MALHEUR RIVER FARM AS SURPLUS AND A SALE OF THE LAND TO KENNETH RULE.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-out; Braden-yes; Hill-out. Motion carried 4/0/3.

Sale of 71.13 Acres of Stelling Property to SJN Online, LLC

It being the date advertised for public hearing on the matter of the sale of city-owned property, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

Larry Sullivan, City Attorney, presented.

The Hearing was opened for public testimony. Opponents: None. Proponents: None. There being no Proponent and no Opponent testimony, the Hearing was closed.

CRUME moved, BRADEN seconded, **THAT THE CITY COUNCIL APPROVE THE SALE OF 71.13 ACRES OF REAL PROPERTY KNOWN AS THE STELLING PROPERTY, OWNED BY THE CITY OF ONTARIO, AND LOCATED IN ASSESSOR'S MAP #18S4705, TAX LOT 3604, TO SNJ ONLINE, LLC, OR ITS ASSIGNEE, FOR A SALE PRICE OF \$1,251,800 CASH, AND AUTHORIZE THE MAYOR AND CITY MANAGER TO SIGN ANY DOCUMENTS NECESSARY TO COMPLETE THE SALE.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-out; Braden-yes; Hill-out. Motion carried 4/0/3.

Mr. Sullivan stated there was another issue that arose with connection to the Stelling Property. The Buyer was requesting an easement. This was not listed on the Agenda, so if the Council was willing to entertain hearing this action, a motion should be made to add this discussion of granting an easement in connection to the Stelling property to the Agenda.

CRUME moved, RODRIGUEZ seconded, **THAT THE CITY COUNCIL HEAR THE PRESENTATION OF A POSSIBLE EASEMENT ON THE STELLING PROPERTY SALE.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-out; Braden-yes; Hill-out. Motion carried 4/0/3.

Dan Cummings, Community Development Director, stated an easement was the granting of a portion of someone's owned property, giving someone else a right to place something in or on that easement. It could be an easement for a driveway, or a pipeline, utility holes, etc.

Mr. Cummings stated he had been working with the Warmsprings Irrigation District (WID) in transferring and obtaining water rights onto the subject property. Across from the subject property was city property. Because of the Lagoons and as an area being farmed with pivots, the city now had surplus water rights. The city currently had water rights being applied to the Stelling property. One issue in the Sales Agreement with SNJ, they wanted the city to guarantee the water rights on the property. The city was not willing to guarantee them, but would work with them to get the water rights on the property. The action was currently at the state level awaiting action. The state would send an inspector to the area for final approval, ensuring the rights were being put to beneficial use. To sustain the value of the property, they had to have water onto it. SNJ could add a pump into the Union Drain, but WID would have a hard time with that option. The city's proposal previously was to add a point of diversion in the river and pipe it over. The cost had been presented to the Council, but the discussion had been that the city was trying to sell the land as Industrial, which would not have water rights. Therefore, there was no benefit to the city to spend \$250K piping water to the property to have it sit idle.

Mr. Cummings stated SNJ would like to keep the water rights. First, to irrigate it and possibly lease it or use it until the property was fully developed, and to maintain their farm deferment value for tax purposes. The city was proposing the allow SNJ an easement along the city's property, for SNJ to put in a point of diversion, a pump in the river, and pipe that irrigation water to the subject property, which would maintain the value of it. Without the easement, SNJ would not be able to get water to the property. He believed it was in the city's best interest to allow the easement.

Mr. Sullivan stated the city would have no financial responsibility in moving the water. The city would only be signing an easement to allow SNJ to dig a trench, install a pipe, and cover it. The city would still own the surface and SNJ would be responsible for maintaining the pipeline.

CRUME moved, BRADEN seconded, **THAT THE CITY COUNCIL GRANT AN EASEMENT TO SNJ ONLINE, LLC, FOR AN UNDERGROUND WATERLINE ON TAX LOT 18547E0503604, MAP AND TAX LOT 17547E3101901.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-out; Braden-yes; Hill-out. Motion carried 4/0/3.

DISCUSSION ITEMS

Request for Right of Way Encroachment Permit: 193 NW 6th Street (Amanda Galt-Gibbons)

Dan Cummings, Community Development Director, stated in the Oregon Building Codes, in a residential zone, if the construction was 200 square feet or less, a building permit was not required. For fencing, if it was not over seven feet in height, a permit was not required. However, staff made sure to inform people who contacted them that even though a building permit wasn't needed, they were still required to follow all zoning rules, including setbacks.

In this particular situation, the owner hadn't done due diligence, and he was unaware of where his property line was, or if there were setback issues. A shed was discovered on this property, and he researched whether or not a permit had been pulled for the structure. It had not, and it was actually being constructed in the city right-of-way. The issue was that it was in the public right-of-way. One option for the owner was to request to vacate part of that. It was also determined that there were power lines located there, so a vacation wasn't the best option as they'd still need to have the utility easements in place and that was a no-build area. Also, with a vacation, there was still the issue of the setbacks. The front yard setback was 15 feet, so there wasn't even room to put anything there. The house itself was constructed in the 30s, and had a six or seven foot setback.

Following a discussion of all the options, a catch-22 resulted. The owner spent his money constructing the shed, and was in the process of running new water and sewer lines to the home, and he wanted to remodel the entire interior of the home. He needed to get the shed completed in order to store everything from the house into the shed, to allow for the remodel. The only option was to appear before Council, seeking a consensus to allow Public Works to issue an encroachment permit instead of vacating the right-of-way, with the condition that whenever the city needed that particular right-of-way, the owner would move the shed at his expense. The owner had agreed to that condition. The city still had room for a public sidewalk, so that wasn't an issue.

The City Council had given Public Works the ability to issue encroachment permits for fences, but any structures had to go before Council. This particular action would be a special encroachment permit as it didn't have a set expiration date; it would be that if the city decided, at any time, the shed needed to be moved, it would be moved. The owner was looking for a couple years of shed use to get the remodel of the home completed. Also, there was no vision clearance issue with the site.

Michael Castro-Shrader asked what the timeframe was for completing the remodel. Other people might see him being allowed to do that, and ask if they could as well.

Councilor Braden verified that Mr. Cummings was suggesting that the Council grant the owner a temporary until the city said they needed it back, and the owner would be responsible for any costs. Was any timeline discussed?

Mr. Cummings stated that was at the discretion of the Council. The owner stated it was going to take him years to complete, as he was doing it himself. It just needed to be very clear in the paperwork that at any time the city wanted it moved, it would be moved.

Councilor Crume stated it was thought to agree with Mr. Cummings, but asked for comments from the City Attorney.

Mr. Sullivan stated temporary encroachment permits were no unusual. Under Oregon law, the city couldn't abandon the right to enforce that temporary encroachment permit. Even if it was in place for 15 years, the owner could not come back at a later time and state that the city let him have it for 15 years so it was now bared from ever being able to require that structure to be moved. Legally, a temporary encroachment permit would preserve all the city's rights. They needed to have language in the permit indicating the structure was encroaching and that the city had a right, at any time, upon 30 days or 60 days-notice, to require the owner to vacate the city right-of-way. Nothing more was required.

Mr. Cummings stated the permit would be recorded at the county, so it was part of the title.

BRADEN moved, CRUME seconded, **THAT THE CITY COUNCIL APPROVE THE REQUEST FOR A TEMPORARY RIGHT-OF-WAY ENCROACHMENT PERMIT AT 193 NW 6TH STREET FOR AMANDA GALT-GIBBONS.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-no; Justus-out; Capron-out; Braden-yes; Hill-out. Motion carried 3/1/3.

Minutes: Budget Meeting of April 25, 2019

Kari Ott, Finance Director, stated these were for reference due to the request at a previous meeting to verify the wording with regard to the Public Safety Fee on the utility bills. The Mayor had asked for the minutes, and they were typed verbatim from the meeting to avoid any confusion. The motion that was approved was a recommendation from the Budget Committee in the budget that if the 9-1-1 fees started to come in and were credited against that contract, the city would waive the \$5 fee with the difference coming from the Contingency. That is not what the Council *had* to do, but it was the recommendation from the Budget Committee. To get rid of or decrease any fees, the Council would have to approve it by a resolution. The funds were going to be less than anticipated, by a quarter, but it's also broken into two years. The first 25¢ would start in January, 2020, and the second 25¢ would begin in January, 2021.

HAND-OUTS

Check Register: Attached

June → July, 2019

CORRESPONDENCE/COMMENTS

- Councilor Crume asked for details for helping at the Air Fair on Saturday.

Mr. Brown stated he was working on it with the Airport Manager, and paperwork would be distributed in the morning addressing various things to sign up for.

- Councilor Rodriguez reminded everyone of the Town Hall meeting scheduled for July 17th in the Collins Room at Four Rivers Cultural Center beginning at 6:00pm. He was hoping for better attendance than the previous meeting.

ADJOURN

CRUME moved, PALOMO seconded, **THAT THE MEETING BE ADJOURNED**. Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-out; Braden-yes; Hill-out. Motion carried 4/0/3.

ACCEPTED:

ATTEST

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder

**CITY OF ONTARIO
MAYORAL PROCLAMATION**

WHEREAS, Mental health and substance use disorders affect all communities nationwide, but with commitment and support, people with these disorders can achieve healthy lifestyles and lead rewarding lives in recovery. By seeking help, people who experience mental and/or substance use disorders can embark on a new path toward improved health and overall wellness. The focus of *National Recovery Month (or Recovery Month)* this September is to celebrate their journey with the theme “*Join the Voices for Recovery: Together We Are Stronger.*” It emphasizes the need to share resources and build networks that support recovery in all forms, as we are all part of the solution. *Recovery Month and Hands Around the Park* spreads the message that behavioral health is essential to one’s overall health and wellness, and that prevention works, treatment is effective, and people recover; and,

WHEREAS, The impact of mental and substance use disorders is apparent in our local community, and an estimated 21 million people aged 12 or older needed substance use treatment in 2016, with 8.5 million adults having had a co-occurring mental illness and substance use disorder the past year. Oregon ranks 1st among adults and 3rd for teens with substance use disorders in the past year in the U.S. An estimated 81,800 (or 1 in 37) adult Oregonians have problems with gambling. We all are affected by these conditions in one way or another. Through *Recovery Month*, people become more aware and able to recognize the signs of mental and substance use disorders, and problem gambling, which can lead more people into needed treatment. Managing the effects of these conditions can help people achieve healthy lifestyles, both physically and emotionally; and,

WHEREAS, The *Recovery Month* observance continues to work to improve the lives of those affected by mental and/or substance use disorders by raising awareness of these diseases and educating communities about the prevention, treatment, and recovery resources that are available. For the above reasons, we are asking the citizens of Ontario to join us in celebrating this September as *Recovery Month*.

NOW, THEREFORE, BE IT RESOLVED that I, Riley J. Hill, Mayor of Ontario, Oregon, do hereby proclaim September, 2019, as

**MENTAL HEALTH, SUBSTANCE USE DISORDER, AND
PROBLEM GAMBLING RECOVERY MONTH**

in Ontario, Oregon, and call upon our community to observe this month with compelling programs and events that support this year’s observance. Dated this 20th day of August, 2019.

Riley J. Hill





**AGENDA REPORT
NEW BUSINESS
August 20, 2019**

To: Mayor and City Council

FROM: Daniel Beaubien, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: REMOVE APPOINTEE FROM AIRPORT COMMITTEE

DATE: August 16, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL REMOVE AMANDA VANSICKLE FROM THE AIRPORT COMMITTEE AND ALLOW FOR THE POSITION BE FILLED BY THE COMMITTEE ALTERNATE JERRY TROLARD, AND SEEK APPLICANTS TO REFILL THE ALTERNATE POSITION.

SUMMARY:

A member of the Airport Committee has not been able to make meetings and has expressed that they be removed from the committee to allow for someone else to participate.

BACKGROUND:

The Airport Committee has had periodic challenges meeting quorum requirements to conduct business.

CURRENT SITUATION:

Amanda Vansickle has not been able to make it for some time. The Airport Manager spoke with her and she said that it was all right to remove her from the committee, because she could not attend meetings regularly.

The city ordinance specifies that a vacancy will be filled by the alternate member for the remainder of the term. The alternate member is Jerry Trolard. The Council would then accept applications for the alternate position.

ANALYSIS:

- A. **STRATEGIC PLAN** The Airport Committee is part of the Growth Goal in the strategic plan. It is important that we have a quorum to conduct business.
- B. **FINANCIAL** No Financial Impact.

- C. **TIMING** The city will re-advertise for the Alternate position on the Airport Committee. New applicants will come before the Council for appointment after it has been sufficiently advertised and we have received applications.
- D. **POLICY/LEGAL** The City Council has the sole authority to remove persons from committees and to appoint persons to committees. Ms Vansickle has said she is fine with being removed from the committee.

ALTERNATIVES:

Take No Action - The current committee will remain as presently constituted. The committee may still struggle with quorum issues.

RECOMMENDATION:

Staff recommends removing Amanda Vansickle from the Airport Committee, appointing the Alternate to the vacant position, and opening up recruitment for a replacement alternate member.

ATTACHMENTS:

None



**AGENDA REPORT
NEW BUSINESS
August 20, 2019**

To: Mayor and City Council

FROM: Terry Leighton, Fire Chief

THROUGH: Adam J. Brown, City Manager

SUBJECT: 2017-2019 IGA #437-16, FIREFIGHTING FOAM TRAILER, AMENDMENT #1

DATE: August 16, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL AUTHORIZE THE FIRE CHIEF TO SIGN THE AMENDMENT #1 TO INTERGOVERNMENTAL AGREEMENT #437-16 2017-2019 BETWEEN THE CITY OF ONTARIO AND THE OFFICE OF STATE FIRE MARSHAL.

SUMMARY:

The City of Ontario and the Office of State Fire Marshal have been working together by intergovernmental agreement for the Regional Hazardous Materials Emergency Response Team Services for many years. Both parties also have an intergovernmental agreement that allows the use of a firefighting foam trailer provided by Union Pacific Railroad to be used on flammable liquid fires in the area on the railroad or other needed incidents. The current contract will end on September 5, 2019.

There have been some wording changes and updates made to a few sections of the current agreement in this amendment. The City Attorney has reviewed the changes and feels the contract is still applicable and good for all parties. Staff is requesting authorization for the Fire Chief to sign proposed Amendment #1 to Intergovernmental Agreement #437-16 2017-2019 to extend the term of this agreement to September 5, 2021.

BACKGROUND:

The City of Ontario and Oregon State Fire Marshal entered this intergovernmental agreement in May, 2017. The use of this equipment was a result of HB 3225 enacted on July 20, 2015. The foam trailer and equipment arrived in 2016. The trailer is stored at Ontario Fire Department, Station 2, along with the accessory equipment and materials. The Council approved the 2017-2019 agreement in May of 2017.

CURRENT SITUATION:

The Intergovernmental agreement allows the state and the City of Ontario along with Union Pacific Railroad to work together to provide protection and coverage for all of southeastern Oregon in the event of any type of flammable liquid fire. The state has made some wording changes to the agreement that don't change the way business is being handled currently.

The City Attorney reviewed the agreement and found no issues with the changes. This agreement allows Ontario to have excellent equipment readily available to mitigate any type of flammable liquid fire in our area. The foam stored on this trailer is not readily available and is necessary to control these types of fires. The state would like to extend the agreement until September 2021, when it will be up for review and renewal.

ANALYSIS:

- A. **STRATEGIC PLAN** This meets the Lifestyle portion of the Plan, in that it reflects a partnership with other agencies to improve the community. It also meets Growth by making responsible choices to assist with growth for the protection of the community.
- B. **FINANCIAL** Through this agreement the state is providing foam for training purposes, as well as use during fire incidents where foam would be beneficial. All of these benefits are paid for by the State Fire Marshal office. The city's cost is to insure the equipment and to provide a safe place to store the equipment. We also supply the fuel and upkeep of the equipment.
- C. **TIMING** The current agreement will expire on September 5, 2019. Staff needs time to obtain the necessary local signatures, and then submit the agreement in a timely manner to the State Fire Marshal.
- D. **POLICY/LEGAL** This is a legal agreement between the City of Ontario and the Oregon State Fire Marshal. It has been reviewed by the City Attorney, who voiced no objections or concerns. Council is required to approve contacts and amendments.

ALTERNATIVES:

- 1. Council could direct staff to renegotiate the terms of the agreement provided by the State Fire Marshal office. If necessary, changes can be submitted to the State for discussion.
- 2. Decline to execute the Agreement; however, the community would lose the availability of large amounts of locally stored foam to assist in mitigating any type of petroleum-based fire that requires foam for assistance in controlling the situation.

RECOMMENDATION:

Staff recommends the City Council allow the Fire Chief to sign the agreement between the City of Ontario and the Oregon State Fire Marshal.

ATTACHMENTS:

1. IGA-437-16 Amd #1
2. Haz-Mat foam trailer contract 2017

**AMENDMENT # 1 to
INTERGOVERNMENTAL AGREEMENT
IGA-437-16**

1. This is Amendment No. 1 to Intergovernmental Agreement No. IGA-437-16 (“Agreement”) dated 9/6/2017 between the State of Oregon acting by and through its Department of State Police, Office of State Fire Marshal, hereafter called OSFM, and the City of Ontario Fire Department, hereafter called (“Local Government”).

2. The Agreement is hereby amended as follows with new language indicated in **bold and underline** and deleted language is indicated by ~~striketrough~~:

- This Agreement is hereby extended for an additional term of two years, expiring September 5, 2021.
- Section 5.5 amended as follows:

Notify Union Pacific Railway immediately, or in advance if possible, if the firefighting foam Trailer is to be utilized for an incident or training exercise not associated with Union Pacific. This notification shall be a direct phone call to ~~Jeff Dukes (Manager, Hazardous Materials) at 503-928-2514, or to another designee identified by Union Pacific in writing. If Union Pacific contact persons cannot be reached, OSFM will contact the Union Pacific RMCC at 888-877-7267.~~

- Section 6.3 amended as follows:

Allow OSFM and Union Pacific railway company access to the firefighting foam trailer on a continuous basis (24/7). Union Pacific and OSFM shall **request** secure access by contacting the storage location point of contact

- Section 6.5 amended as follows:

Notify OSFM Duty Officer immediately, or in advance if possible, if the firefighting foam trailer is to be utilized for staging at an event, incident response, or any training exercise. 24hr contact information for the OSFM duty officer is as follows:

Oregon Emergency Response System (OERS)
(800) 452-0311 or (503) 378-6377

~~Pager #503-589-2763~~
~~Cell# 503-931-5732~~

- Section 8.1 amended as follows:

Local Government is a duly organized and validly existing **Municipal Fire Department or** Fire District. Local Government has the power and authority to enter into and perform this Agreement;

3. Except as expressly amended above, all other terms and conditions of original Agreement are still in full force and effect. All Parties certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

City of Ontario Fire Department

By _____

Title:

Date**STATE OF OREGON by and
through its Department of State Police,
Office of State Fire Marshal**

By _____

Title: Jim Walker

Date**APPROVED AS TO LEGAL SUFFICIENCY****(Not required OAR 137-045-0030)** _____

Assistant Attorney General

Date

INTERGOVERNMENTAL AGREEMENT

Agreement No. IGA-437-16

This Agreement is between the State of Oregon acting by and through its Department of State Police, Office of State Fire Marshal ("OSFM or Agency") and City of Ontario Fire Department ("Local Government"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

SECTION 2: PURPOSE

Governor Kate Brown signed 2015 House Bill 3225 into law on July 20, 2015, requiring the Oregon Office of State Fire Marshal to adopt a plan for the coordinated response to oil or hazardous material spills or releases that occur during rail transport. As part of the response plan, BNSF, Union Pacific Railroad and OSFM cooperatively determined to strategically place firefighting foam trailers throughout the State of Oregon to provide a quicker and more effective response time to rail and other incidents that require large amounts of firefighting foam application.

OSFM and the railway companies recognize public health and safety would benefit from the ability to have a firefighting foam trailer available during the response to an incident requiring large amounts of foam application. OSFM and Union Pacific have entered into an agreement that authorizes local agency first responders to use and store the firefighting foam trailer.

OSFM and Union Pacific have signed an agreement that will allow use of the firefighting foam trailer to OSFM, Union Pacific and local agencies.

Subject to the terms and conditions set forth in this Agreement, the purpose of this agreement is to outline requirements and responsibilities of OSFM and Local Government in the use and authorization of one Union Pacific-owned firefighting foam trailer, including accessory equipment and materials.

SECTION 3: EFFECTIVE DATE AND DURATION

The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate two calendar years following the date all required signatures are obtained. The Agreement may be extended for additional terms, through an amendment signed by both parties.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency's Authorized Representative is:

Jim Walker
3565 Trelstad Ave. SE
503-934-8209 Office
jim.walker@state.or.us

4.2 Local Government's Authorized Representative is:

Jared Gammage
444 SW 4th St., Ontario, OR 97914
541-709-1980 cell
Jared.Gammage@ontariooregon.org

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF OSFM

- 5.1** Provide one (1) Union Pacific owned firefighting foam trailer complete with foam available for use by Local Government.
- 5.2** Allow Local Government to use the firefighting foam trailer in response to incidents requiring large amounts of firefighting foam application.
- 5.3** Allow Local Government use of the firefighting foam trailer in training exercises and shall provide reasonable advanced notice of such training to Union Pacific.
- 5.4** Notify Union Pacific that the firefighting foam trailer or any equipment or component is in need of servicing, repair, or replacement.
- 5.5** Notify Union Pacific Railway immediately, or in advance if possible, if the firefighting foam trailer is to be utilized for an incident or training exercise not associated with Union Pacific. This notification shall be a direct phone call to Jeff Dukes (Manager, Hazardous Materials) at 503-928-2514, or to another designee identified by Union Pacific in writing. If Union Pacific contact persons cannot be reached, OSFM will contact the Union Pacific RMCC at 888-877-7267.

SECTION 6: RESPONSIBILITIES OF LOCAL GOVERNMENT

- 6.1** Arrange for storage of the firefighting foam trailer with constant power, free of charge.
- 6.2** Complete monthly inspections of the firefighting foam trailer and notify OSFM of any necessary repairs, maintenance, or other issues that may arise.
- 6.3** Allow OSFM and Union Pacific railway company access to the firefighting foam trailer on a continuous basis (24/7). Union Pacific and OSFM shall secure access by contacting the storage location point of contact.
- 6.4** Use the firefighting foam trailer as deemed necessary for training and emergency response as part of the Local Government's role in preparing for and responding to incidents requiring large amounts of foam application.
- 6.5** Notify OSFM Duty Officer immediately, or in advance if possible, if the firefighting foam trailer is to be utilized for staging at an event, incident response, or any training exercise. 24hr contact information for the OSFM duty officer is as follows:

Pager #503-589-2763

Cell# 503-931-5732

- 6.6** Replace used foam within thirty (30) calendar days of use, replace broken equipment within thirty (30) calendar days and repair damage attributable to Local Government's own use of the firefighting foam trailer not associated with a Union Pacific rail incident.

SECTION 7: COMPENSATION AND PAYMENT TERMS

Neither party shall be required to pay any financial compensation or rent for the allowed use of the firefighting foam trailer.

SECTION 8: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

- 8.1** Local Government is a duly organized and validly existing Fire District. Local Government has the power and authority to enter into and perform this Agreement;
- 8.2** The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No

authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;

- 8.3 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;
- 8.4 Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 8.5 Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement. The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Local Government.

SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 10: CONTRIBUTION

- 10.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.
- 10.2** With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 10.3** With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Local Government's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 11: LOCAL GOVERNMENT DEFAULT

Local Government will be in default under this Agreement, if Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement.

SECTION 12: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 13: REMEDIES

- 13.1** In the event Local Government is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 13.2** In the event Agency is in default under Section 12 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 13.2, Local Government shall promptly pay any excess to Agency.

SECTION 14: RECOVERY OF OVERPAYMENTS

If payments to Local Government under this Agreement, or any other agreement between Agency and Local Government, exceed the amount to which Local Government is entitled, Agency may, after notifying Local Government in writing, withhold from payments due Local Government under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 16: TERMINATION

16.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

16.2 Agency may terminate this Agreement as follows:

16.2.1 Upon 30 days advance written notice to Local Government;

16.2.2 Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

16.2.3 Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

16.2.4 Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or

16.2.5 As otherwise expressly provided in this Agreement.

16.3 Local Government may terminate this Agreement as follows:

16.3.1 Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local

Government's reasonable administrative discretion, to perform its obligations under this Agreement;

- 16.3.2** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned funding source;
 - 16.3.3** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or
 - 16.3.4** As otherwise expressly provided in this Agreement.
- 16.4** Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

SECTION 17: INSURANCE

Local Government shall maintain insurance as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 18: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

SECTION 19: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 20: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 21: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 22: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 23: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 24: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 25: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 26: INTENDED BENEFICIARIES

Agency and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 27: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCCESSIONS IN INTEREST

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: SUBCONTRACTS

Local Government shall not enter into any subcontracts for any of the work required of Local Government under this Agreement without obtaining prior written approval from OSFM.

SECTION 30: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 31: RECORDS MAINTENANCE AND ACCESS

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 32: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 33: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (Insurance).

SECTION 34: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**STATE OF OREGON acting by and through its Department of State Police,
Office of State Fire Marshal**



Jim Walker, State Fire Marshal

9/6/17

Date

City of Ontario Fire Department



Name, Title

4/4/17

Date

Approved for Legal Sufficiency in accordance with ORS 291.047

N/A

Name, Title

11/11/16

Date

EXHIBIT A

INSURANCE

The parties understand that Local Government, in order to meet the requirements of ORS 30.272 and ORS 30.273, may be commercially insured or self-insured.

The Local Government shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering each its own acts and omissions under this Agreement. Local Government may satisfy these requirements in any manner allowed by ORS 30.282. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability. In the event of unilateral cancellation or restriction by the insurance company of Local Government's insurance policy referred to in this paragraph, Local Government, as applicable, shall immediately notify OSFM verbally and in writing.

All employers, including Local Government, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126.



**AGENDA REPORT
NEW BUSINESS
August 20, 2019**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **HOUSING INCENTIVE PROGRAM: RYWEST HOMES APPLICATION 1 (72 SUNSET DRIVE)**

DATE: August 15, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE APPLICATION BY RYWEST HOMES AT 72 SUNSET DRIVE FOR THE ONTARIO HOUSING INCENTIVE PROGRAM IN THE AMOUNT OF \$10,000.

SUMMARY:

The City Council, under Resolution Number 2018-111, updated the City of Ontario Business Loan Fund codes under Section 11a Housing Incentive Program to promote new housing development with the city limits of Ontario.

BACKGROUND:

Rywest Homes Inc. is requesting approval of their application for the \$10,000.00 Incentive on a new home to be located 72 Sunset Drive being Lot 406 of Victoria M. Subdivision. The proposed dwelling will be 1,360 square feet with two (2) bathrooms and a two-car garage. The application was deemed to be complete by the Community Development Director, and, meeting or exceeding the minimum requirements of Section 11 of the Business Loan Fund code, was forwarded to the Committee for their review and recommendation. The Business Loan Fund Committee recommended approval of the application on August 15, 2019.

CURRENT SITUATION:

The Housing Incentive Program promotes growth and desirability in Ontario.

ANALYSIS:

- A. **FINANCIAL** If approved, the city would pay the funds from the Business Loan Fund. The \$10,000.00 would be paid back to the fund through the city portion of the property taxes collected on the property and dwelling approved under this application.
- B. **TIMING** Time is of the essence on this application as the applicant wants to pull a building permit and start construction as soon as they receive their approval.
- C. **POLICY/LEGAL** The Business Loan Fund Committee makes recommendations to the City Council. If the City Council approves the action, the City Manager will have the Agreement signed by all parties authorizing the Building Department to issue a permit under this Agreement.

ALTERNATIVES:

Table the Action: The City Council could table the request and request further information from the Applicant.

Deny the Action: The \$10,000 payment would not be made.

RECOMMENDATION:

Staff has reviewed the application for completeness and find it meeting or exceeding the minimum requirements. The Business Loan Fund Committee sent a favorable recommendation to the City Council. Therefore, staff recommends that the City Council approve the Application by Rywest Homes in the amount of \$10,000.00.

ATTACHMENTS:

- 1. Rywest Homes 1



Tuna 208-484-2034

City of Ontario, Oregon Housing Incentive Program Checklist

Applicant: Bywest Homes, Inc. Date: 8-5-19

Site Address or Tax Lot: 72 Sunset Drive - Ontario OR

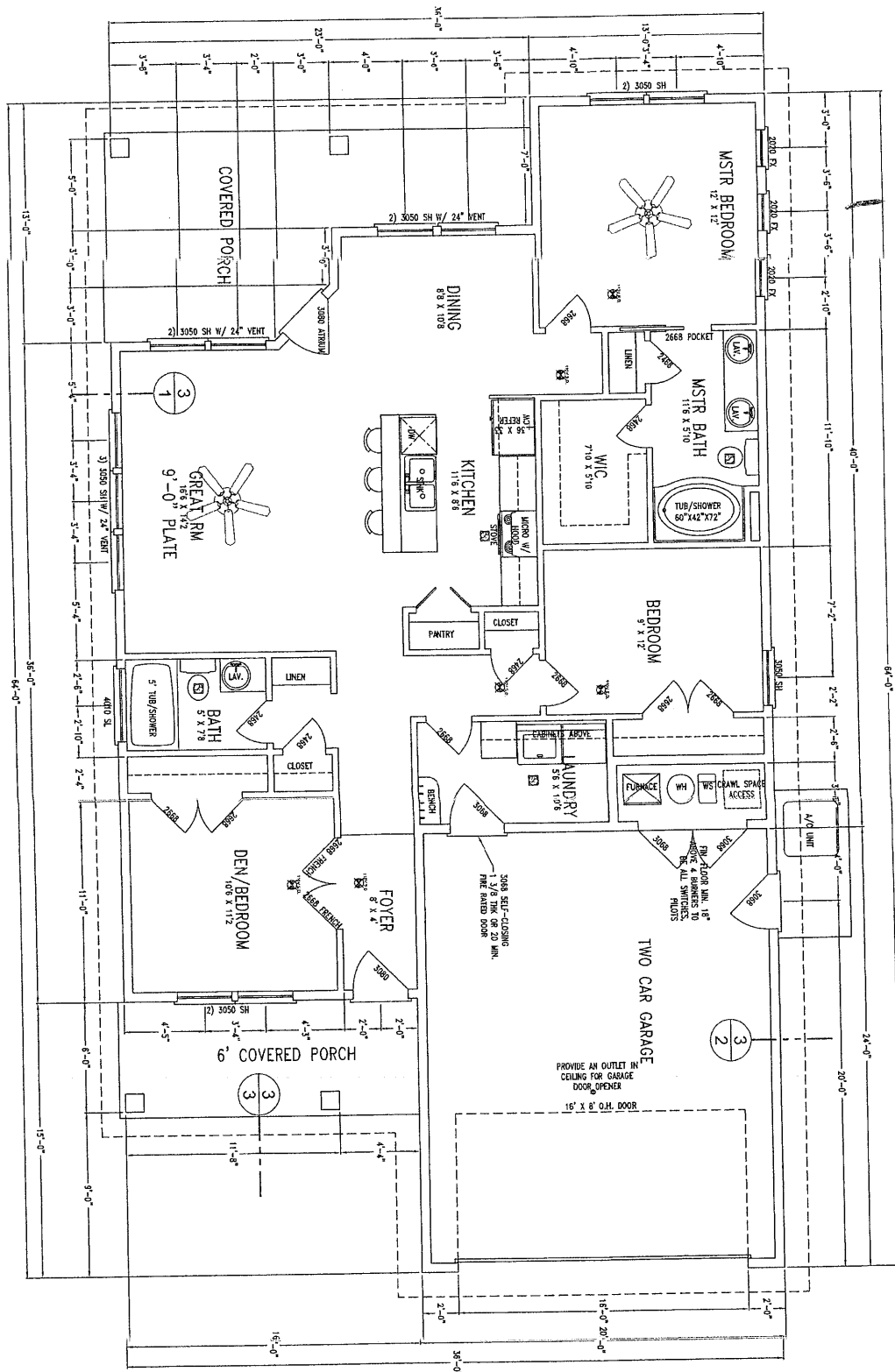
Application Number: 08-2019 (City Use Only)

Application Information: (Applicant or Staff)

- ☒ Completed Application Signed & Dated: [Signature]
- ☒ Documentation showing funding: SELF
- ☒ Within City Limits
- ☒ In-Urban Growth Boundary Annexation Application filed: N/A
- ☒ Floor Plan or description describing minimum square footage:
 - 1. House Square footage: 1360
 - 2. Number of Baths: 2
 - 3. Size of Garage: 2-CAR 476 sq. ft.
- ☒ Description of Property of Home:
 - 1. Tax Lot map & Number: 1854705DD 406
 - 2. Copy of Deed: Ins. No. 2019-2801
 - 3. Or written description: N/A
- ☒ Completed W-9 Taxpayer Form.

Process Completed: (Staff Use Only below)

- ☒ PDAC (if Required) date Completed: N/A [Signature]
- ☒ Community Development Director approval date: [Signature] 8/8/19
- ☐ Forwarded to Business Loan Fund Committee: _____
- ☐ BLF Committee forwards recommendation to City Manager: _____
- ☐ City Council Approval or Denial: _____
- ☐ City Manager signs application signifying Council **Approval**: _____
- ☐ Application submitted to Finance for tracking: _____
- ☐ Certificate of Occupancy issued (within 2 yrs. of Council approval): _____
- ☐ Proof of Owner Occupancy (must be within 1 yr. of C of O): _____
- ☐ Payment made to Owner: _____



FLOOR PLAN
SCALE 1/4" = 1'-0"

WARRANTY DISCLAIMER
THESE DRAWINGS AND SPECIFICATIONS ARE PROVIDED AS A GUIDE FOR CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE DESIGNER IS NOT RESPONSIBLE FOR ANY ERRORS, OMISSIONS, OR INSURANCE COVERAGE. THE DESIGNER'S LIABILITY REGARDING THE CONSTRUCTION OF THE PROJECT IS LIMITED TO THE DESIGN OF THE BUILDING. THE BRAND, TYPE AND QUALITY OF BUILDING MATERIALS SUCH AS ROOFING, Siding, Windows, Doors, Cabinets, Etc., ARE THE RESPONSIBILITY OF THE HOME OWNER AND CONTRACTOR.

APPROVED BY: _____
Kathy Brittingham - K-CAD, Inc.
Computer Aided Drafting Services
Ontario, OR 97814-Phone: (541)888-5639

FLOOR PLAN

1360 SQ. FT.
476 SQ. FT. GARAGE

DRAWN BY:
DATE: 9-16-2014

SCALE: 1/4"=1'-0" OR AS NOTED

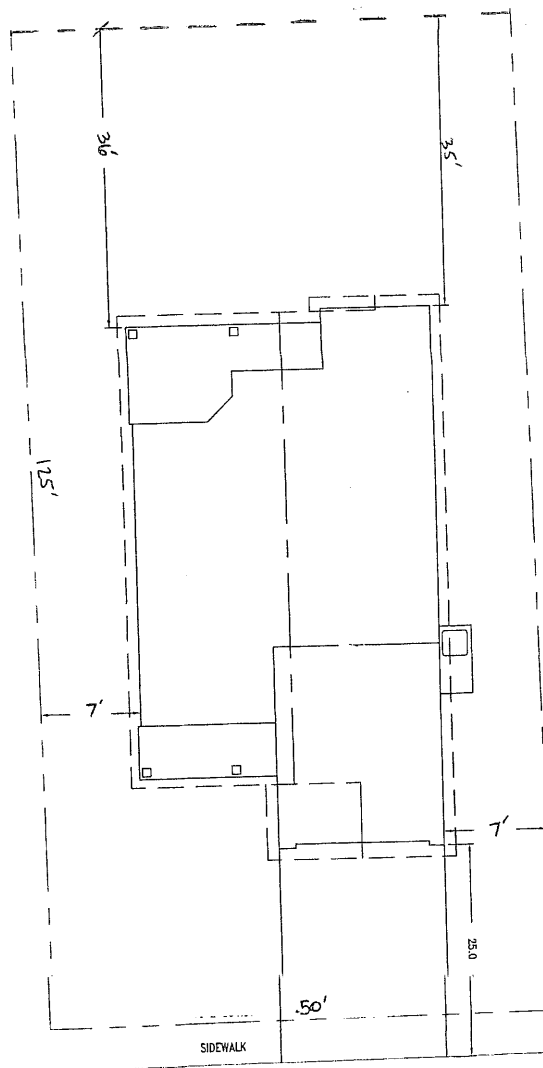
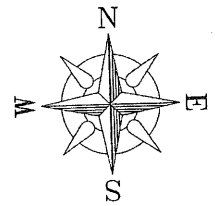
NOTES:

ENERGY PATH
WINDOW HEADERS TO BE 2'-2" x 10"
SLOTTED & SINGLE PANEL WINDOWS: 25 U-VALUE
SLIDING & SINGLE PANEL WINDOWS: 25 U-VALUE
ENTRY DOOR - STEEL
SINK DETECTORS
ALL INTERCONNECTED
CEILING FAN
AUTO CONTROLLED
KITCHEN FANS TO VENT TO OUTSIDE

SHEET
1

FOR: 72 Sunset Dr. Ontario

OF 5



OF
1

1

SHEET

FOR: 72 Sunset Dr. Ontario

PLOT PLAN

SCALE: 1"=10'

DRAWN BY:

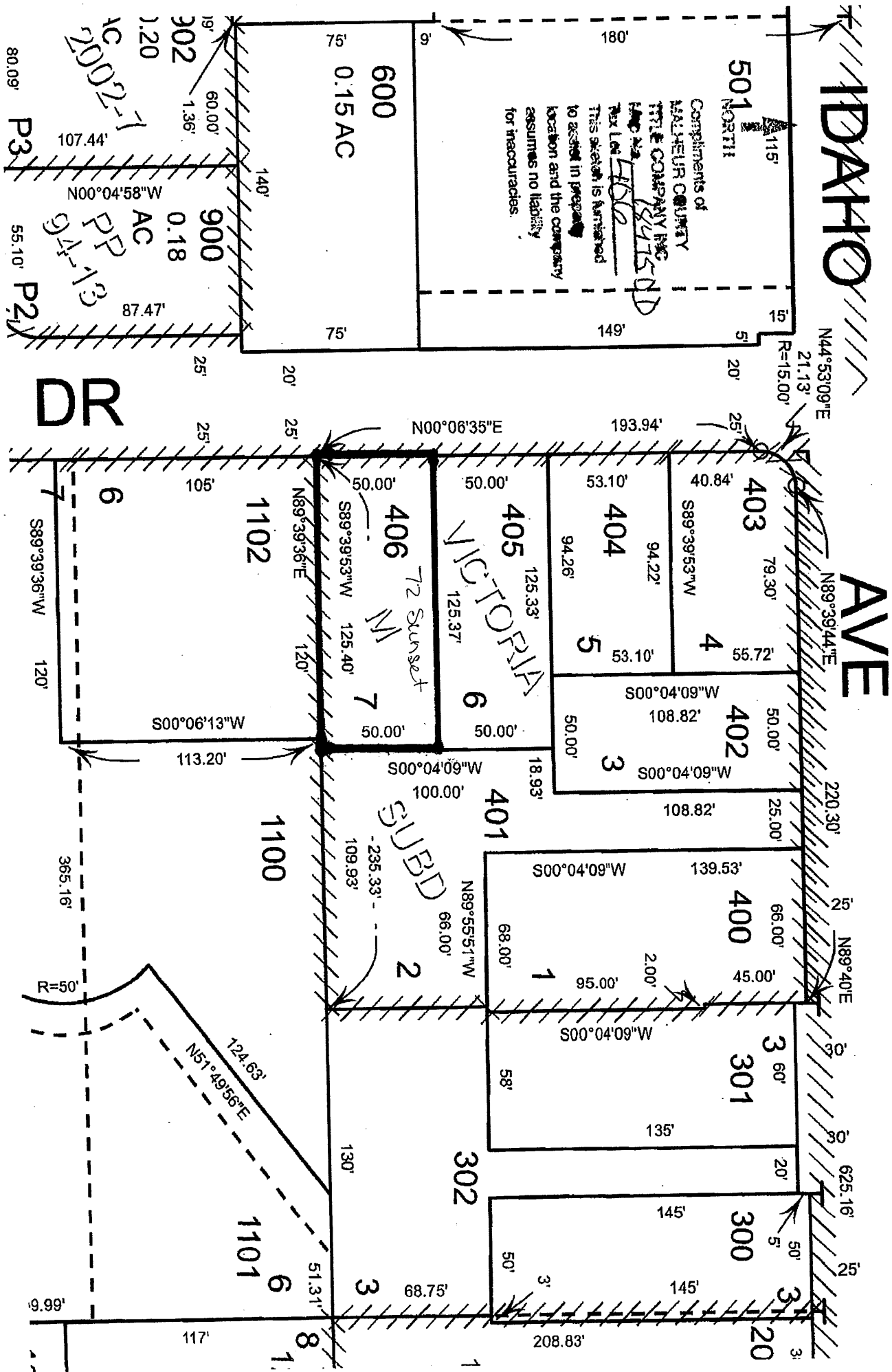
DATE: 9-26-2014

Kathy Brittingham - K-CAD, Inc.
Computer Aided Drafting Services
Ontario, OR 97914 - Phone: (541)889-3539



IDAHO

AVE





**AGENDA REPORT
NEW BUSINESS
August 20, 2019**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **HOUSING INCENTIVE PROGRAM: RYWEST HOMES APPLICATION 2 (64 SUNSET DRIVE)**

DATE: August 15, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE APPLICATION BY RYWEST HOMES, INC. LOCATED AT 64 SUNSET DRIVE FOR THE ONTARIO HOUSING INCENTIVE PROGRAM IN THE AMOUNT OF \$10,000.

SUMMARY:

The City Council, under Resolution Number 2018-111, updated the City of Ontario Business Loan Fund codes under Section 11a Housing Incentive Program to promote new housing development with the city limits of Ontario.

BACKGROUND:

Rywest Homes Inc. is requesting approval of their application for the \$10,000.00 Incentive on a new home to be located 64 Sunset Drive being Lot 6 of Victoria M. Subdivision. The proposed dwelling will be 1,485 square feet with two (2) bathrooms and a two-car garage. The application was deemed to be complete by the Community Development Director, and, meeting or exceeding the minimum requirements of Section 11 of the Business Loan Fund code, was forwarded to the Committee for their review and recommendation. The Business Loan Fund Committee recommended approval of the application on August 15, 2019.

CURRENT SITUATION:

The Housing Incentive Program promotes growth and desirability in Ontario.

ANALYSIS:

- A. **FINANCIAL** If approved, the city would pay the funds from the Business Loan Fund. The \$10,000.00 would be paid back to the fund through the city portion of the property taxes collected on the property and dwelling approved under this application.
- B. **TIMING** Time is of the essence on this application as the applicant wants to pull a building permit and start construction as soon as they receive their approval.
- C. **POLICY/LEGAL** The Business Loan Fund Committee makes recommendations to the City Council. If the City Council approves the action, the City Manager will have the Agreement signed by all parties authorizing the Building Department to issue a permit under this Agreement.

ALTERNATIVES:

Table the Action: The City Council could table the request and request further information from the Applicant.

Deny the Action: The \$10,000 payment would not be made.

RECOMMENDATION:

Staff has reviewed the application for completeness and find it meeting or exceeding the minimum requirements. The Business Loan Fund Committee sent a favorable recommendation to the City Council. Therefore, staff recommends that the City Council approve the Application by Rywest Homes in the amount of \$10,000.00.

ATTACHMENTS:

1. Rywest Homes 2



City of Ontario, Oregon Housing Incentive Program Checklist

Applicant: RYWEST HOMES INC. Date: 8/15/19

Site Address or Tax Lot: 64 SUNSET 1854705DD TL 405

Application Number: 09-2019 (City Use Only)

Application Information: (Applicant or Staff)

- ☒ Completed Application Signed & Dated: _____
- ☒ Documentation showing funding: SELF
- ☒ Within City Limits
- ☐ In Urban Growth Boundary Annexation Application filed: _____
- ☒ Floor Plan or description describing minimum square footage:
 - 1. House Square footage: 1485 sq. ft.
 - 2. Number of Baths: 2
 - 3. Size of Garage: 2 CAR 395 sq. ft.
- ☒ Description of Property of Home:
 - 1. Tax Lot map & Number: 1854705DD TL 405
 - 2. Copy of Deed: _____
 - 3. Or written description: LOT 6 VICTORIA M. SUBDIVISION
- ☐ Completed W-9 Taxpayer Form.

Process Completed: (Staff Use Only below)

- ☒ PDAC (if Required) date Completed: N/A
- ☒ Community Development Director approval date: 8/15/19
- ☒ Forwarded to Business Loan Fund Committee: 8/15/19
- ☒ BLF Committee forwards recommendation to City Manager: 8/15/19
- ☐ City Council Approval or Denial: _____
- ☐ City Manager signs application signifying Council **Approval**: _____
- ☐ Application submitted to Finance for tracking: _____
- ☐ Certificate of Occupancy issued (within 2 yrs. of Council approval): _____
- ☐ Proof of Owner Occupancy (must be within 1 yr. of C of O): _____
- ☐ Payment made to Owner: _____

Return to: Dan K Cummings, Community Development Director, 458 SW 3rd Street, Ontario, OR 97914
541-881-3222 – dan.cummings@ontariooregon.org

GENERAL

Owner changes can usually be noted on the blueprint. Please contact the architect or engineer for the following information:

- **CAD, Inc.** If a modification to the plans is requested or required, the owner's local governing agencies require engineering calculations or require the construction documents to be stamped by a professional engineer. CAD, Inc. provides the services on a job at additional cost.
- **Inspection and/or job supervision** is not provided by CAD, Inc.
- The contractor shall check and verify all dimensions and conditions on different drawings and in the field before proceeding with construction.
- **Foundation** and **footings** are not included in the contract. The owner will be liable for completion of worked and lateral load systems.

DESIGN LOADS

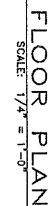
Concurrence: results comparable strength to be 3000 PSI at 28 days.
 (all data to be at 3000 PSI)
 Provide keyed control joints in all interior walls on grade at 20'-0" intervals with two intermediate and six vertical joints at 10'-0" intervals.
REINFORCING STEEL:
 2000 PSI concrete with 4000 psi compressive strength.
 2000 PSI concrete with 4000 psi compressive strength.
 Provide concrete in footings to match vertical wall reinforcement. Provide concrete in footings to match vertical wall reinforcement.

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Castbridge of 8–10° O.C. maximum. Bolts, girders, and joists supporting bearing walls or other concentrated loads, shall not be matched except as specifically noted on drawings. All joists shall have a minimum of 2" bearing of support. All joists shall have 9" legs centered over interior support. Ledger and stud wall foundation all joists shall be bolted to coincide with anchor bolt of size and minimum spacing as shown on the drawings. At least two bolts shall be provided for each plate with one bolt within 1'-0" of each end.

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Kathy Brittingham - K-C&D, Inc.
Computer Aided Drafting Services
Ontario, OR 97914-Phone: (541)889-3539

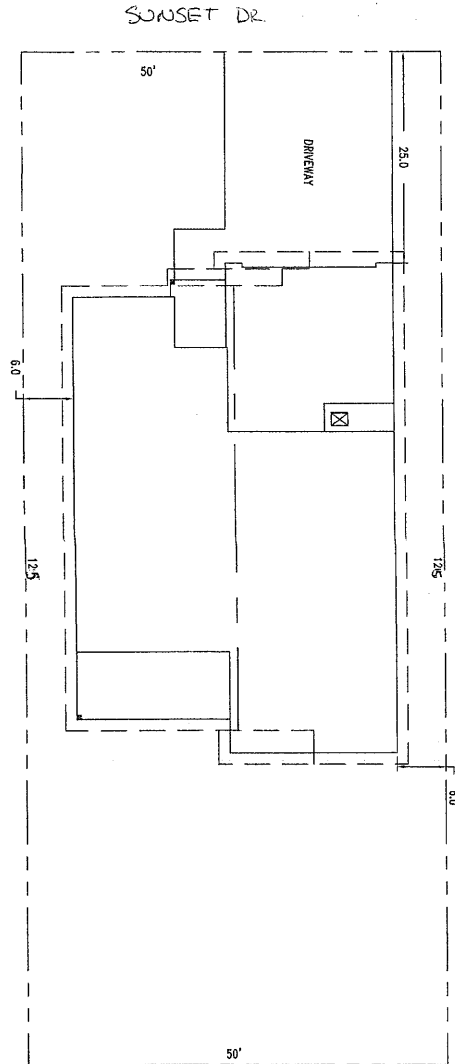
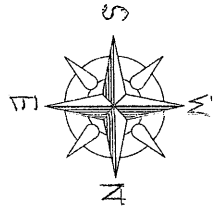
FLOOR PLAN


Rywest Homes Inc.
dream • design • build

NOTES:
ENERGY PATH
 WINDOW HEADERS TO BE 4 X 10
 OR BETTER, TYP. EX. WINDOW,
 SLIDING & SMOKE HUNG WINDOWS,
 2X4 WINDOW
 ARTIUM DOOR STEEL
 SMOKE DETECTORS
 ALL INTERCONNECTED
 CEILING FAN
 AIR-CONDITIONED
 AIR-CONDITIONED
 KITCHEN FANS TO VENT TO OUTSIDE
 SLOPE TUBE

FOR: **TIM DAVIS-RYWEST CONSTRUCTION**
125 BEECH ST, FRUITLAND, ID 83619
208-452-1022

64 Sunset Dr.
ONTARIO, OREGON



Rywest Homes Inc.
dream - design - build

of
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FOR: TIM DAVIS-RYWEST CONSTRUCTION
125 BEECH ST, FRUITLAND, ID 83619
208-452-4922

PLOT PLAN

SCALE: 1"=10'

DRAWN BY:
DATE: 5-15-2019

Kathy Brittingham - K-CAD, Inc.
Computer Aided Drafting Services
Ontario, OR 97914 - Phone: (541)889-3539





**AGENDA REPORT
NEW BUSINESS
August 20, 2019**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: FINANCIAL ASSISTANCE FOR PERMANENT SUPPORTIVE HOUSING PILOT GRANT

DATE: August 13, 2019

PROPOSED MOTION:

NOT AT THIS TIME.

SUMMARY:

Community in Action will be submitting an application for the Permanent Supportive Housing Development and Operational Team Technical Assistance Cohort. Oregon Housing and Community Services (OHCS) is trying to build a pilot cohort of communities across Oregon to become ready to build single-family homes and multifamily affordable housing developments. The pilot communities will be well positioned to receive commitments of capital and rent assistance following the pilot project.

BACKGROUND:

Ontario has never had a homeless shelter. A day shelter with showers, meals, cooling and warming, and other amenities existed for several years, but was closed in 2017. A community church has operated a substitute facility for the past two years. The facility to date, has not had the resources to provide much more than meals; however, Community in Action is working with them to add services in the future. That funding source will not go to the extent of having an overnight facility.

Having an overnight facility is still a need that must be resolved for our community. Community in Action has facilitated a group representing the agencies needed to provide wrap around support to support and solve issues of homeless individuals and families in our community. The most recent research has shown that intensive wrap around support is needed to solve homeless issues in communities.

CURRENT SITUATION:

The Oregon Housing and Community Services Department is the state's housing finance agency providing financial and program support for lower and moderate income individuals. Among other things they administer "federal and state antipoverty, homeless, energy assistance, and community service programs." OHCS is administering the Permanent Support Housing (PSH) pilot project.

ANALYSIS:

- A. **STRATEGIC PLAN** This supports the city's Lifestyle goal and Housing and Affordability Strategy. Specifically it addressed the two activities of building a variety of housing options. For the first time, it feels there is a general community-wide census and desire to partner together to address the homeless issue in the city.
- B. **FINANCIAL** I believe a commitment between \$2,000 and \$5,000 would be enough to demonstrate our participation at this point, with the contributions from other service providers.

The money could be taken from the contingency budget, which has \$282,930.

- C. **TIMING** The grant closes on September 6. The City Council would need to approve this at the September 5, 2019 meeting.
- D. **POLICY/LEGAL** Only the Council can budget funds for this grant opportunity.

ALTERNATIVES:

Take No Action: If we do not participate in the funding of this project, it is unlikely that we will be able to be one of the pilot communities and this will impact us when funding becomes available to build out in these pilot communities.

RECOMMENDATION:

Staff recommends that the Council budget \$5,000 out of contingency at our September 5, 2019 Council meeting.

ATTACHMENTS:

1. 08-07-19-5054_RFA_PSH_Development Team_Final



State of Oregon

Housing and Community Services Department

Request for Applications (RFA) #914-5054-19

**Permanent Supportive Housing Development and Operational
Team Technical Assistance Cohort**

RFA Issued Date: August 7, 2019

Application Due Date: September 6, 2019

Application Due Time: 3:00 PM PST

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 - 1.2 Purpose and Objectives
- 2.0 APPLICATION REQUIREMENTS
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 - 2.3 Eligible Applicants
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 - 2.6.1 Inquiries to RFA
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- 3.0 SELECTION, RESERVATION, AND REPORTING
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ATTACHMENTS:

- Attachment 1 – Application Cover Sheet
- Attachment 2 – Commitment Agreement

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1.0 INTRODUCTION

Oregon Housing and Community Services (“OHCS”) is Oregon’s state housing finance agency, providing financial and program support to create and preserve opportunities for quality, affordable housing for Oregonians of lower and moderate income. OHCS administers, among other things, federal and state antipoverty, homeless, energy assistance, and community services programs. OHCS also administers other affordable housing programs as well as efforts to increase capacity throughout Oregon to address the need for safe, sanitary, and habitable affordable housing. It also administers bond, tax credit, and other financial assistance programs designed to assist in the purchase-financing of single-family homes and in the new construction or rehabilitation of multifamily affordable housing developments.

The Permanent Support Housing (“PSH”) pilot project sets an ambitious goal to fund the creation of 1,000 PSH homes in the next five years. The first phase of this effort includes intensive training and technical assistance to build a cohort (the “Technical Assistance Cohort”) of PSH development and operational teams (“Development and Operational Teams”) ready to deliver this housing across Oregon. This RFA is to select PSH Development and Operational Teams to participate in the Technical Assistance Training Cohort which ultimately could lead to a resource commitment of PSH capital awards and rent assistance.

Resources dedicated to this PSH pilot project are allocated by the Oregon Legislature in 2019 as Article XI-Q General Obligation Taxable Bonds (Bonds), which are governed by Article XI-Q of the Oregon Constitution and can be used to acquire, construct, remodel, repair, equip or furnish real or personal property that is owned or operated by the State of Oregon. The Bonds are also statutorily governed by Oregon Revised Statutes Chapter 286A and Oregon Administrative Rules 122-075-0100 through 122-075-0160.

1.1 Definitions

For purposes of this RFA, the following terms are defined as below:

“Coordinated Entry” defined as:

A process developed to ensure that all people experiencing a housing crisis have fair and equal access and are quickly identified, assessed for, referred, and connected to housing and assistance based on their strengths and needs.

“Integrated PSH Units” defined as:

A development where PSH units make up some, but not all of the units. To qualify as an integrated PSH development for this pilot, the following requirements apply:

- At least 10% and no more than 25% of the units are reserved for permanent supportive housing.
- An integrated PSH development must have at least 4 units of PSH.

“Rural Areas” are defined as:

- Oregon communities with population of 15,000 or less with counties that are considered Metropolitan Statistical Areas (MSA) and outside of the Portland Urban Growth Boundary (regardless of size). MSA counties include: Benton, Clackamas, Columbia, Deschutes, Jackson, Marion, Multnomah, Polk, Washington, and Yamhill.
- Communities with populations of 40,000 or less in the balance of the state (not defined above)

Note: A community may be considered rural if it had been under the population threshold within the past 3 years of published data, and if their current population is within 5 percentage points of eligibility.

“Urban Areas” are defined as:

- All areas in Oregon that are not included in the “Rural Areas” definition, including all communities within the Portland Urban Growth Boundary.

1.2 Purpose and Objectives

PSH combines housing affordable at extremely low incomes with wraparound support services and is a proven model for housing communities' most vulnerable people who may not otherwise be able to maintain stable housing. A wide body of evidence supports the success of PSH in improving outcomes for those experiencing homelessness and reducing costs to public systems including health care, behavioral health, criminal justice, and emergency services, among others. In her agenda, Governor Brown prioritized addressing homelessness to make sure that every family has a safe place to sleep. Fundamental to this strategy is to invest in PSH for persons who are chronically homeless.

In order to do this the Governor included resources in her 2019 budget to be used for the capital development of PSH units, rent assistance, and corresponding supportive services.

It is anticipated that OHCS will make available the following PSH development and operational tools:

- Allocated rent assistance;
- Development capital;
- Service funding.

Some projects and PSH units may use all of these tools, while others may use one or two.

This RFA provides technical assistance on PSH and focuses on an early pilot of capital development resources that will be deployed into projects with PSH units placed in service by June 30, 2021. Only Applicants accepted to participate in technical assistance training (this RFA) may be considered for capital development resources.

1.3 Schedule

Event	Date	Time
Questions / Requests for Clarification Due	August 15, 2019	3:00 PM
Answers to Questions / Requests for Clarification Issued (approx.)	August 19, 2019	
RFA Protest Period Ends	14 calendar days prior to RFP Closing	
Closing (Proposal Due)	See RFP cover page	
Presentations, Demonstrations, or Interviews (Optional-OHCS's Discretion)	September 9 – 13, 2019	
Selection Notification (Award)	September 16, 2019	

2.0 APPLICATION SUBMISSION PROCEDURES AND QUALIFICATIONS

2.1 Application Submission

Applicants shall submit one electronic copy of its application to OHCS.Contracts@oregon.gov as an attachment by the Closing Date/Time on the Cover Page. Please reference the RFA #914-5054-19 in the Subject Line of all e-mail communication.

The Application must not exceed ten (10) double-sided pages or ten sheets of paper with narrative on both sides; 12 pt font; and 1" margins, excluding Cover Sheet and Commitment Agreement. Faxed, late, or incomplete Applications will not be accepted or reviewed. All Applications (as well as the included documentation) become the property of OHCS and will not be returned.

2.1.1 Oregon Public Records Law

All Applications are public record and are subject to public inspection after OHCS issues its notice of Reservations. If an Applicant believes that any portion of its Application contains any information that is a trade secret under ORS Chapter 192.345(2) or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.311 through 192.478), the Applicant must provide a notarized affidavit to that effect and a version of its Application in addition to its regular submissions with the alleged trade secrets fully redacted.

Applicants are cautioned that cost information generally is not considered a trade secret under Oregon Public Records Law (ORS 192.311 through 192.478) and identifying the Application, in whole, as exempt from disclosure is not acceptable. OHCS advises each Applicant to consult with its own legal counsel regarding disclosure issues.

If an Applicant fails to identify the portions of the Application that the Applicant claims are exempt from disclosure, the Applicant has waived any future claim of non-disclosure of that information. By submitting its Application, an Applicant expressly waives any proprietary or other interest in such Application, including all copies, except as provided by affidavit and redaction in accordance with this section.

2.1.2 Costs and Fees

All costs associated with an Applicant's submission of its Application and compliance with the terms of this RFA, including the recording of any documents, are the sole responsibility of the Applicant and shall not be borne by OHCS or the State of Oregon. All Applicants must timely pay any fee or charge required by OHCS.

2.1.3 Errors and Omissions

OHCS is not responsible for any error or omission relating to the downloading of the RFA or other issue by an Applicant in completing an Application. The official RFA solicitation document is the one held at OHCS.

2.2 Application Completeness

Applicants are encouraged to use this section listing minimum requirements for completeness as a checklist to ensure that their Application is complete:

[] Application Cover Sheet - Attachment 1 (Not counted in the page limitation):

The Application must include a completed Application Cover Sheet and be signed by an authorized representative.

[] Application: not to exceed ten (10) double-sided pages, 12 pt font, excluding Cover Sheet but including the response to scored selection criteria questions in Section 3.3.3. (See Section 2.1 Application Submission).

[] Submit signed Commitment Agreement – Attachment 2 (Not counted in the page limitation)

2.3 Eligible Applicants

2.3.1 Development and Operational Team Technical Assistance Cohort Application Selection Process (Phase 1)

To be eligible to apply and participate in the PSH Technical Assistance Cohort pursuant to this RFA, Applicants must be a Development and Operational Team comprised of the following partnerships:

- Developer,
- Property Manager(s), and
- Service Provider(s)

Development and Operational Teams must make a commitment to participate fully in the provided Technical Assistance Cohort, which may include up to three days of in person meetings each month for nine months.

*Reimbursement of travel (mileage, lodging, and meal per diem) to participate in training and the Technical Assistance Cohort may be requested as part of the Development and Operational Team application. If approved, travel will be reimbursed at the rates outlined in the Oregon Accounting Manual – Travel Policy 40.10.00.

Estimated Training dates:

Session	Dates	Location
1	November 6 & 7, 2019	Salem
2	December 4 & 5, 2019	Portland
3	January 8 & 9, 2020	TBD
4	February 5 & 6, 2020	TBD
5	March 4 & 5, 2020	Salem

2.3.2 –Reservation of Capital Development Resources (Phase 2)

It is the goal of this PSH pilot to test the implementation of PSH within each of the categories below. In order to do so, OHCS intends to select projects proposed by Development and Operational Teams selected through this RFA that fulfill at least one component of the categories below:

Rural Projects	Urban Projects
100% PSH units	100% PSH units
Integrated PSH units	Integrated PSH units
PSH unit placement into existing housing	PSH unit placement into existing housing
Leverage of non-OHCS resources*	Leverage of non-OHCS resources*
Tribal led projects	Tribal led projects

*Possible types of non-OHCS resources can include, but are not limited to:

- Rent Assistance
- Operating Subsidy
- Wrap-around Services
- Private Capital

OHCS shall select projects to receive a reservation of development, rent assistance, and service funding to Development and Operational Teams selected through this RFA that have successfully participated in the PSH Development and Operational Team Technical Assistance Cohort. In order for projects to be considered for funding, the PSH project shall:

- Be proposed by a Development and Operational Team that continues to participate in and successfully completes the provided Training and Technical Assistance Cohort
- Have units dedicated to PSH for the chronic homeless
- Include plans to use Coordinated Entry to place tenants in PSH units
- Have a planned development schedule with units placed in service by June 30, 2021

Additional consideration for funding could include scheduled interviews with Development and Operation Teams and feedback from the PSH technical assistance provider to determine readiness of project, financing, and concept.

OHCS intends to dedicate PSH funding resources, if any, to PSH units. While no firm cap per unit is established, OHCS will give preference to projects where the required OHCS subsidy does not exceed \$250,000 per PSH unit.

Within each of the categories of projects (described in the table above), the following criteria will be used to determine which projects are awarded first round resources for PSH:

- Readiness to proceed;
- Need for housing – assessment of chronically homeless population needs;
- Inclusion of culturally responsive or other equity measures in project execution.

If all categories of projects are not able to be funded, those that meet readiness to proceed factors will be prioritized based on community need for housing and the inclusion of culturally responsive and/or equity measures.

2.4 Capacity to Commit to Technical Assistance and Training

Applicants must be able to demonstrate to OHCS' satisfaction, the capacity to commit to up to three days a month of in-person PSH training and technical assistance for up to nine months. Submission of signed Commitment Agreement (Attachment 2) satisfies the capacity to commit.

2.5 Responsive Applications

Applications must be deemed “**responsive**” to the RFA to be considered by OHCS for scoring and for the potential acceptance into the Development and Operational Team Technical Assistance Cohort. To be responsive, an Application must, at a minimum, be submitted properly in accordance with Section 2.1, be complete in accordance with Section 2.2, and come from an eligible organization in accordance with Section 2.3. Applicant also must appropriately respond to any inquiries from OHCS, including requested clarifications and supplementations.

2.6 RFA Inquiries, Responses, and Protests

2.6.1 Inquiries to RFA

All inquiries relating to the RFA, including but not limited to process, administration, deadlines, scoring, or Reservations, must be directed to the individual listed above in Section 2.1. **All such inquiries must be submitted in writing by e-mail to OHCS.Contracts@oregon.gov.**

2.6.2 Responses; Addenda

Responses to RFA inquiries or other clarifications of the RFA as OHCS determines to be appropriate will be issued by OHCS by email to Applicants or by posting responses to the OHCS website. If responses include revisions or supplementations of the RFA, such revisions or supplementations will be accomplished by written addenda (“**Addenda**”) to the RFA, posted to the OHCS website.

2.6.3 Protests to RFA

Applicants and potentially qualifying applicants may submit a written protest of anything contained in this RFA, including but not limited to, the RFA process in accordance with OAR 813-005-0025. OAR 813-005-0025 provides as follows:

Solicitation Protests; Administrative and Judicial Review

(1)(a) With respect to any solicitation conducted by the department, an applicant or potential qualifying applicant may protest or otherwise challenge such solicitation process by first requesting administrative review as herein specified.

(b) With respect to any solicitation conducted by the department, an applicant may protest or otherwise challenge any department determination or order (collectively hereinafter, “determination”) related to such solicitation by first requesting administrative review as herein specified.

(c) A timely, qualifying request for administrative review is necessary to satisfy the conditions of this section and a condition precedent to judicial review consistent with ORS 183.480.

(d) Failure to file a timely, qualifying request for administrative review with the department will constitute a failure to exhaust administrative remedies and terminate further rights to protest or otherwise challenge the solicitation process or any related department determination, including judicial review thereof.

(2)(a) An applicant under this section is a person or entity that makes an application (including delivery to the department under the terms of the solicitation) for a department funding award pursuant to a particular department solicitation.

(b) A potential qualifying applicant is a person or entity that qualifies to make an application for a department funding award under the terms of a solicitation with respect to the process of which it requests administrative review consistent with the terms of this section.

(3)(a) An applicant or potential qualifying applicant seeking to protest or otherwise challenge any aspect of a solicitation process (other than a department determination related thereto) must request review by the department within fourteen (14) days of the application due date of the solicitation.

(b) An applicant seeking to protest or otherwise challenge a determination by the department related to a solicitation must request review by the department of such determination within fourteen (14) days of the applicant receiving notice from the department of that determination.

(4) Any request for review under this section must be in writing, specifically identifying:

(a) The nature of the requestor’s interest, including the facts showing how the requestor is adversely affected or aggrieved by the solicitation process or a department determination;

(b) The relief sought;

(c) Each of the grounds for review;

(d) An explanation for each of the grounds upon which relief should be granted; and

(e) Any supporting information the requestor desires to have considered by the department.

(5) The envelope containing the request for review MUST:

(a) Be marked PROTEST;

(b) Identify the solicitation number;

(c) Identify the closing time and date for acceptance of solicitation applications;

(d) Identify the department's contact person for the solicitation; and

(e) Be received by the department at its main Salem Office, Oregon Housing and Community Services 725 Summer Street NE, Suite B Salem, OR 97301, not later than 4:00 PM on the fourteenth (14th) day after the solicitation closing date or the applicant's receipt of notice from the department of the department determination from which review is requested, whichever due date is applicable under this section.

(6) The applicant will be deemed to have received notice of a department determination upon the sooner of:

(a) Three (3) days after the department's determination is mailed to the applicant;

(b) Two (2) days after such determination is posted to the department's website;

(c) Two (2) days after the list of successful solicitation applicants is posted to the department's website; or

(d) One (1) day after such determination is emailed to the applicant.

(7) The department may request additional information from the requestor with respect to its request and consider such other information as it deems appropriate.

(8) The department will endeavor to provide a written response to a timely, qualifying request for review within thirty (30) days.

(9) Judicial review of the department response to a timely, qualifying request for review shall be limited to those grounds the requestor raised with the department in its request for review.

(10) The filing of a request for review, or subsequent judicial review (if any), will not preclude the department from moving forward with the solicitation or the award of funding assistance thereunder. However, the department reserves the right to delay, terminate, modify, or take other action it determines to be appropriate with respect to a solicitation or any related award of funding assistance in response to a request for review or subsequent judicial review.

3.0 SELECTION, RESERVATION, AND REPORTING

3.1 Proposal Rejection

OHCS may reject an Application for any of the following reasons:

- Applicant fails to substantially comply with all prescribed RFA procedures and requirements, including but not limited to the requirement that Applicant's authorized representative sign the Application in ink, although an electronic signature is acceptable.
- Applicant fails to meet the responsibility requirements of ORS 279B.110.
- Applicant makes any contact regarding this RFA with State representatives such as State employees or officials other than the OHCS contact person designated for this RFA or those the contact person authorizes.
- Applicant attempts to inappropriately influence a member of the Evaluation Review Team.
- OHCS determines that the Application is not responsive within the meaning of this RFA.
- OHCS determines that Applicant, its officers, agents, employees, or other principal participants: (a) have been determined, or are alleged in a current legal proceeding, to have committed fraud, misrepresentation, theft, or other acts of moral turpitude or mishandling of moneys; (b) have materially failed to comply with OHCS or other State programs; or (c) have been debarred or

otherwise sanctioned by any federal, state, or local agency or are currently under investigation or applicable procedure that might lead to disbarment or sanction by any federal, state, or local agency.

- The Application is conditioned on OHCS' acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFA or Addenda.

3.2 Opening of Applications

There will be no public Opening of Applications. Applications received will not be available for inspection until after the contract execution has been completed and a Public Records Request is submitted.

3.3 Evaluation; Reservation; Negotiation

3.3.1 Maximum and Minimum Point Standards

If an Application is determined by OHCS to be responsive to RFA minimum requirements and that it otherwise qualifies for scoring, OHCS will evaluate and score the responsive Application. **A total of 35 maximum points is possible.**

3.3.2 Clarifications; Supplementations

If an Application is unclear in any way, the Applicant may be asked by OHCS to provide written clarification of or supplementation to its Application. If OHCS requests such clarification or supplementation, the Applicant will have three (3) business days and due by 5pm on the 3rd business day to respond to such request unless otherwise indicated in writing by OHCS. Delivery of any such response must be in the same manner as the delivery of inquiries described in Section 2.6.1 above unless otherwise directed in writing by OHCS.

3.3.3 Scoring Criteria

Each question must be answered or no score will be given to the Applicant for that question. Each answer must immediately follow the question to which it applies in order to receive a score. When answering a question, the full answer must be provided immediately below the question. Do not reference another document or the answer to another question in lieu of fully answering a particular question. Points will be awarded by OHCS based upon its judgment as to the degree to which Applicants clearly and completely demonstrate their ability with respect to the following categories:

- **10 Points** Demonstrated evidence of site control – acceptable forms may include:
 - *Deed, purchase agreement, or long term ground lease*
- **5 Points** Need for PSH units – assessment of homeless and chronically homeless population and needs data
 - *For example: using HMIS data, Point-in-time count, other health related sources to demonstrate the need for the project.*
- **5 Points** Address disproportionate impact of homelessness on communities of color; inclusion of culturally responsive or other equity measures in project execution:
 1. Describe the demographics of the homeless population in the community where PSH project will reside. Include any communities of color and/or other historically underserved communities that are over-represented in the homeless population in comparison to the general population using demographic information and other factual data.
 2. How has applicant connected to people that are part of the identified communities of color and other historically underserved communities

and/or serve people that identify as members of the communities in planning for this project?

3. How does applicant plan to ensure that persons who qualify for permanent supportive housing are members of the identified communities of color, and other historically underserved communities are made aware of the housing opportunity?
4. What barriers does applicant anticipate that members of the identified communities of color and other historically underserved communities will encounter in accessing permanent supportive housing? What is applicant's plan for mitigating identified barriers to access?
5. How will applicant ensure that culturally responsive services are available to tenants who are members of communities of colors and other historically underserved communities? Please attach any actionable Agreements with service organizations.

- **10 Points** Provide a narrative description of experience delivering PSH housing for the developer, property management and service provider on the project team.

Include an assessment of the service capacity within the community for the proposed project (ex: coordinated entry, tenancy supports, support services as part of the PSH model)
- **5 Points** Address location accessibility (ensure residents can access services, employment, grocery stores, medical needs).

3.3.4 Review Process; Preference Points; Ranking of Applications

Responsive Applications will be scored by an OHCS Evaluation Review Team. The final selection of Applications for which a Development and Operational Team will be selected to participate in the Technical Assistance Cohort will be based upon the ranking of scores given by OHCS to responsive Applications in conjunction with any weighting of scores to reflect targeted populations or areas of greatest need, if so included by OHCS. Application scores awarded by OHCS will be based on the scoring recommendations from the review team as approved (including as possibly modified) by the Director.

All Applicants will be notified in writing of the results.

4.0 GENERAL TERMS.

4.1 Submission – No Agreement; Negotiation; Termination

Submission of an Application does not constitute an agreement between OHCS and Applicant, nor does it secure or imply that Applicant will be selected for participation.

4.2 Applicant Responsible for All Costs

All costs associated with Applicant's submission of an Application or other compliance with the RFA, including recording of documents as necessary, are the sole responsibility of the Applicant and shall not be borne by the State of Oregon or OHCS.

4.3 Reservation of Rights

OHCS reserves the right to reject any or all Applications; to respond to the Applications deemed best for approval; amend this RFA prior to the closing date; to reject any or all Applications; to assess the Applicant's capacity to perform; to require additional information as a condition of funding; and to

determine whether an Application does or does not substantially comply with the requirements of this RFA. OHCS reserves the right to make additional awards to then current contract holders (Grantees) based on OHCS needs or purposes.

4.4 Treatment of Non-Responsive and Responsive Applications

Those Applications which are incomplete or which do not meet all requirements of the RFA preliminary to scoring, will be deemed by OHCS to be "**non-responsive**" and will be rejected. Applications considered complete, or "**responsive**," will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFA, which also may result in rejection. If the Application is unclear, the Applicant may be asked to provide written clarification to assist OHCS in determining the issue of the Application's responsiveness.

4.5 Oregon Public Records Law

This RFA and one copy of each original response received, together with copies of all documents pertaining to the award of a Grant, shall be kept by OHCS and made a part of a file or records, which shall be open to public inspection. To preserve any exemption from disclosure under the Public Records Law as a trade secret, relevant aspects of the Application must be so designated by conforming affidavit and redaction in accordance with this RFA. Such designation does not guarantee exemption from disclosure.

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance" ORS 192.345 (2). Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determination made pursuant to the Public Records Law.

If an Application contains any information that may be considered exempt from disclosure under the various grounds specified in Oregon Public Records Law, ORS 192.311 through 192.478, Applicants must clearly designate any portion of its Application as exempt, along with a citation to the authority relied upon. Application of the Oregon Public Records Law shall determine whether any information is actually exempt from disclosure. Identifying an Application in whole as exempt from disclosure is not acceptable. Failure to identify a portion of the Application as exempt from disclosure, and the authority used, may be deemed by OHCS as a waiver of any future claim of non-disclosure of that information.

4.6 Other Rights; No Liability

OHCS expressly reserves all other rights, including but not limited to the right to reject any or all Applications in-whole or in-part, or to cancel this RFA at any time when it determines, in its sole discretion, that such rejection or cancellation is in the best interest of the State or OHCS. Neither the State nor OHCS is liable to any Applicant or other potential proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFA, any Reservation, or rejection of any Application.

4.7 No Representations

Any checklists that may be contained in this RFA are provided only as a courtesy to Applicants. OHCS makes no representation as to the completeness or accuracy of any checklist. Applicants and prospective proposers are solely responsible for reviewing and understanding the RFA and complying with all the requirements of this RFA, whether listed in a checklist or not. Neither the State nor OHCS is liable for any claims, or subject to any defenses, asserted by Applicants, including prospective proposers, based upon, resulting from, or related to, their failure to comprehend all requirements of this RFA.

4.8 Choice of Law; Venue; No Waiver

This RFA is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this RFA, including but not limited to its interpretation, procedural requirements, evaluation of Applications, Reservations of funding, or negotiation and execution of Grant Agreements, is the Circuit

Court of Marion County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

In no event will this provision be construed as a waiver by OHCS or the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. OHCS and the State of Oregon expressly reserve all sovereignty rights.

Attachment 1 COVER SHEET

Along with the required criteria in RFA 914-5054-19, Section 3.3.3, the following information will be used to determine if a project team is eligible to participate in the 2019 Permanent Supportive Housing Technical Assistance and Training Cohort (Section 2.3).

Project Name: _____ Location: _____

Project Sponsor: _____

- Applicant must include commitment of Development and Operational / Service Team** to attend the provided training.

Please tell us about your team (all members with an * are required)

Role	Name	Any Experience with PSH?
Developer*		☐ Yes ☐ No
Service Provider(s)*		☐ Yes ☐ No
Property Manager(s)*		☐ Yes ☐ No
Other:		☐ Yes ☐ No

- Anticipated resource availability;** projects will work through financial structure development (sources and uses, proforma, etc.) as part of the learning cohort.

Include in the chart below any funding committed to the project or applied for to date:

Completed capital campaigns are considered cash. Planned or ongoing capital campaigns are not considered a funding source.			
Source of funds committed to project	Anticipated amount	Funding Organization	Status (committed, conditional, tentative)
Lender			
Donated land			
Waived system development charges			
Funds from city/county			
Local general revenue funds			
Property tax exemption			
Corporate or private contributions			
Operating subsidies (Non-OHCS)			
Existing Reserves			
Other:			

Rural Projects	Urban Projects
100% PSH units	100% PSH units
Integrated PSH units	Integrated PSH units
PSH unit placement into existing housing	PSH unit placement into existing housing
Leverage of non-OHCS resources*	Leverage of non-OHCS resources*
Tribal led projects	Tribal led projects

3. **PSH unit target population priority** is Chronic Homeless based on the HUD definition; in the absence of documented chronic homeless individuals that meet the HUD definition, particularly regarding required documentation of the duration of homelessness, prioritization for housing must align with the standards set by the relevant Continuum of Care (CoC).

Please attach your CoC's standards for housing prioritization and coordinated entry as ***Exhibit 1***.

____ *(insert Authorized Representative Name and Title)* has authority to represent the entity and answer questions or provide clarification concerning this Application:

Signature of authorized representative

Date

Attachment 2
COMMITMENT AGREEMENT

Development teams must make a commitment to participate fully in the provided technical assistance and training, which may include up to two days in person meetings for up to 6-9 months. ALL team members are expected to attend ALL sessions. Dates will be announced once the teams have been selected for participation in the cohort.

All team members, listed below, commit to attend all sessions of the Permanent Supportive Housing training and technical assistance.

Name	Signature
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Name	Signature
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Name	Signature
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Name	Signature
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Name	Signature
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Name	Signature
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Name	Signature
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Name	Signature
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Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
Printed: 8/15/2019 6:21 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
124892	&525	American Staffing, Inc.	07/01/2019	1,476.39
124893	879399	CM Company, Inc.	07/01/2019	400.00
124894	879398	The Parents of Diego Cruz	07/01/2019	52.00
124895	879397	Duane Anderson Construction, LLC	07/01/2019	1,024.14
124896	&260	Four Rivers Cultural Center	07/01/2019	21,719.18
124897	457799	Malheur Drainage District	07/01/2019	3,075.34
124898	878978	National Hose Testing, Specialties, Inc.	07/01/2019	3,144.60
124899	539200	Ontario Area Chamber of Commerce	07/01/2019	17,174.24
124900	&317	Super 8 Hotel Ontario	07/01/2019	927.78
124901	288897	Verizon	07/01/2019	1,835.38
Total for 7/1/2019:				50,829.05
ACH	PRFED	PAYROLL TAXES	07/03/2019	45.98
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	07/03/2019	0.02
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	07/03/2019	259.48
ACH	PRPERS	OREGON PERS	07/03/2019	103.65
Total for 7/3/2019:				409.13
124902	879270	Airport Windsock Corporation	07/05/2019	187.25
124903	&525	American Staffing, Inc.	07/05/2019	1,912.78
124904	130624	B & W Car Wash	07/05/2019	9.00
124905	626400	Campo & Poole Distributing, LLC	07/05/2019	3,818.17
124906	637828	Century Link Communications, LLC	07/05/2019	77.46
124907	520400	Dorman's, Inc.	07/05/2019	120.23
124908	308040	Fruitland Electric, Inc.	07/05/2019	5,544.18
124909	879191	Kristy's Custom Sewing	07/05/2019	12.00
124910	572000	Ontario Sanitary Service, Inc.	07/05/2019	313.06
124911	572210	Ontario School District 8C	07/05/2019	85.00
124912	642093	Red's Automotive Repair, Inc.	07/05/2019	419.44
124913	725000	Steve's Backhoe Service, Inc.	07/05/2019	3,000.00
124914	738002	Symbol Arts, LLC	07/05/2019	268.00
124915	878931	Tire Factory of Ontario	07/05/2019	74.00
124916	788402	TransUnion Risk & Alternative Data Soluti	07/05/2019	140.50
124917	879212	Uniforms 2 Gear	07/05/2019	194.26
124918	879007	Weidner Fire	07/05/2019	10,570.83
124919	863995	White Cloud Communications-Boise, Inc.	07/05/2019	1,632.82
Total for 7/5/2019:				28,378.98
124920	879026	Accela, Inc.	07/10/2019	22,940.00
124921	180798	CIS Trust	07/10/2019	228,071.91
124922	210200	CMi Software Corp	07/10/2019	17,900.00
124923	879247	Day Wireless Systems	07/10/2019	470.00
124924	428195	Leads Online, LLC	07/10/2019	1,668.00
124925	428200	League of Oregon Cities	07/10/2019	8,558.86

Check No	Vendor No	Vendor Name	Check Date	Check Amount
124926	434008	Lexipol, LLC	07/10/2019	6,984.00
124927	602320	NAPA Auto Parts	07/10/2019	70.46
124928	879103	Online Solutions, LLC	07/10/2019	7,200.00
124929	583401	State of Oregon Department of Environmen	07/10/2019	840.00
124930	614087	PORAC LDF	07/10/2019	345.00
124931	738560	Tailored Solutions Corporation	07/10/2019	705.00
124932	802400	Union Pacific Railroad Company	07/10/2019	479.03
124933	847905	WesTek Marketing, LLC	07/10/2019	2,142.86
124934	774001	Wtechlink	07/10/2019	300.00
Total for 7/10/2019:				298,675.12
124935	033300	Argus Observer	07/12/2019	121.25
124936	500400	Norco, Inc.	07/12/2019	248.00
124937	516494	State of Oregon Department of Transportati	07/12/2019	4,740.22
124938	583450	State of Oregon Dept of Corrections	07/12/2019	5,310.00
124939	528405	Oster Professional Group, LLC	07/12/2019	23,812.00
124940	&357	Larry A. Sullivan	07/12/2019	3,862.50
124941	878957	Valli Information Systems, Inc.	07/12/2019	2,160.54
124942	879151	Waste-Pro	07/12/2019	30.00
124943	&525	American Staffing, Inc.	07/12/2019	215.64
124944	033300	Argus Observer	07/12/2019	139.42
124945	037600	AT&T	07/12/2019	21.38
124946	637830	Century Link	07/12/2019	474.86
124947	206557	Creative Product Source, Inc.	07/12/2019	265.48
124948	634311	Frazier Aviation, LLC	07/12/2019	425.00
124949	879225	Malheur Media, LLC	07/12/2019	270.00
124950	509600	Northwest Insurance Group, Inc.	07/12/2019	2,915.00
124951	879254	Northwestern University	07/12/2019	4,600.00
124952	15101	City Of Ontario - Department Head Credits	07/12/2019	3,600.00
124953	&419	Ontario Lions Club	07/12/2019	140.00
124954	642093	Red's Automotive Repair, Inc.	07/12/2019	161.07
124955	130950	Sparklight Business	07/12/2019	312.17
124956	863995	White Cloud Communications-Boise, Inc.	07/12/2019	172.50
Total for 7/12/2019:				53,997.03
124957	UB*11655	LENNIE / CAROLYN ABLES *	07/15/2019	33.18
124958	UB*11656	HECTOR & REANNA AVILA	07/15/2019	2.88
124959	879087	Adam Brown	07/15/2019	508.01
124960	UB*11659	KENDRA CHILCOAT	07/15/2019	48.95
124961	UB*11658	KARA FLORES	07/15/2019	154.89
124962	UB*11654	MARTHA JAIMES	07/15/2019	30.01
124963	878974	Revitalize Ontario	07/15/2019	3,105.00
124964	UB*11657	ALEESIA SHAFER	07/15/2019	35.93
124965	UB*11660	BLANCA TAPIA CHAVEZ	07/15/2019	4.18
124966	879311	Treasure Valley Community College	07/15/2019	1,500.00
124967	879301	Net Assets Corporation	07/15/2019	252.00
Total for 7/15/2019:				5,675.03
124968	144000	Cascade Natural Gas Corporation	07/19/2019	291.73
124969	879327	Coastline Equipment Company	07/19/2019	28,300.00
124970	382005	Interpath Laboratory, Inc.	07/19/2019	76.96
124971	560000	Sherman Sales, Inc.	07/19/2019	247.37
124972	879007	Weidner Fire	07/19/2019	3,272.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
124973	033300	Argus Observer	07/19/2019	93.84
124974	180798	CIS Trust	07/19/2019	846.00
124975	&260	Four Rivers Cultural Center	07/19/2019	100.00
124976	879218	Richard Kerfoot	07/19/2019	300.00
124977	879191	Kristy's Custom Sewing	07/19/2019	9.00
124978	440000	L.N. Curtis and Sons	07/19/2019	37.26
124979	879314	Micro Focus Software, Inc.	07/19/2019	1,513.60
124980	477523	Municipal Code Corporation	07/19/2019	2,200.00
124981	879402	State of Oregon Department of Aviation	07/19/2019	25.00
124982	130950	Sparklight Business	07/19/2019	63.75
124983	879400	Treetop Products	07/19/2019	15,588.64
124984	879212	Uniforms 2 Gear	07/19/2019	31.36
Total for 7/19/2019:				52,996.51
124985	832852	Wells Fargo Business Elite Card	07/24/2019	8,002.36
Total for 7/24/2019:				8,002.36
ACH	PRAFLAC	AMERICAN FAMILY LIFE ASSURANCE	07/31/2019	774.22
ACH	PRAMERF	AMERICAN FUNDS GROUP	07/31/2019	225.00
ACH	PRCCIS	E B S TRUST	07/31/2019	65,471.28
ACH	PRCOLONI	COLONIAL LIFE	07/31/2019	1,030.19
ACH	PRFED	PAYROLL TAXES	07/31/2019	64,076.59
ACH	PRNATW	NATIONWIDE RETIREMENT SOLUTIO	07/31/2019	400.00
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	07/31/2019	1,176.00
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	07/31/2019	256.89
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	07/31/2019	17,604.34
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	07/31/2019	2,100.00
ACH	PRPERS	OREGON PERS	07/31/2019	87,252.42
124986	PRICMA	I C M A RETIREMENT TRUST 457	07/31/2019	300.00
124987	PRLINC	LINCOLN NATIONAL LIFE INS CO	07/31/2019	350.00
124988	PRSFIRE	UMPQUA BANK	07/31/2019	360.00
124989	879404	Ontario Recreation District	07/31/2019	100,000.00
Total for 7/31/2019:				341,376.93
124990	032180	Anytime Septic Service, LLC	08/02/2019	48.18
124991	183201	CK3, LLC	08/02/2019	1,390.00
124992	376000	Idaho Power	08/02/2019	518.61
124993	420000	John Deere Financial	08/02/2019	1.60
124994	441140	Looks Nu, Inc.	08/02/2019	95.00
124995	602520	Payette County Recreation District	08/02/2019	1,005.00
124996	682495	SBE Oregon, LLC	08/02/2019	2,756.97
124997	879138	Stantec Consulting Services, Inc.	08/02/2019	3,372.25
124998	702100	Staples Credit Plan	08/02/2019	406.35
124999	UB*11661	AMERICAN K-9	08/02/2019	5.55
125000	637830	Century Link	08/02/2019	768.27
125001	UB*11662	ERIN CORNELL	08/02/2019	25.35
125002	392200	Interstate Business Forms	08/02/2019	513.03
125003	420000	John Deere Financial	08/02/2019	16.27
125004	&419	Ontario Lions Club	08/02/2019	60.00
125005	572000	Ontario Sanitary Service, Inc.	08/02/2019	313.06
125007	130950	Sparklight Business	08/02/2019	146.48
125008	686822	Sprint	08/02/2019	52.54

Check No	Vendor No	Vendor Name	Check Date	Check Amount
			Total for 8/2/2019:	11,494.51
125009	376000	Idaho Power	08/05/2019	5,821.01
			Total for 8/5/2019:	5,821.01
125010	879026	Accela, Inc.	08/09/2019	500.00
125011	&525	American Staffing, Inc.	08/09/2019	1,141.10
125012	879130	Ani-Care Animal Shelter, Inc.	08/09/2019	1,370.08
125013	033300	Argus Observer	08/09/2019	695.00
125014	037600	AT&T	08/09/2019	22.34
125015	130624	B & W Car Wash	08/09/2019	12.00
125016	21409	Big Sky Sportswear	08/09/2019	75.27
125017	626400	Campo & Poole Distributing, LLC	08/09/2019	7,345.97
125018	192000	CDW Government	08/09/2019	359.47
125019	637830	Century Link	08/09/2019	515.27
125020	637828	Century Link Communications, LLC	08/09/2019	80.96
125021	364000	Clarion Inn	08/09/2019	163.12
125022	246800	Dominick's Quick Print	08/09/2019	20.00
125023	520400	Dorman's, Inc.	08/09/2019	22.80
125024	634311	Frazier Aviation, LLC	08/09/2019	425.00
125025	333852	Graphic Impressions	08/09/2019	25.00
125026	360015	Home Depot Credit Services	08/09/2019	32.90
125027	878915	Jacobs	08/09/2019	367,394.32
125028	879191	Kristy's Custom Sewing	08/09/2019	106.00
125029	440000	L.N. Curtis and Sons	08/09/2019	135.00
125030	436000	Lindsay Eco Water	08/09/2019	19.00
125031	879328	Malheur County GIS	08/09/2019	120.00
125032	MARVIN	Barbara Marvin	08/09/2019	75.00
125033	481821	National Fire Protection Association	08/09/2019	175.00
125034	879301	Net Assets Corporation	08/09/2019	204.00
125035	879163	Ontario Auto Ranch	08/09/2019	291.20
125036	572000	Ontario Sanitary Service, Inc.	08/09/2019	26.70
125037	879031	Oregon Homicide Investigators Association	08/09/2019	250.00
125038	879393	PortaPros, LLC	08/09/2019	46.82
125039	879401	Quest Software, Inc.	08/09/2019	1,200.28
125040	642093	Red's Automotive Repair, Inc.	08/09/2019	612.12
125041	130950	Sparklight Business	08/09/2019	466.65
125042	702008	Staples Business Credit	08/09/2019	97.49
125043	&357	Larry A. Sullivan	08/09/2019	4,427.50
125044	&275	Sun Guard Window Tinting	08/09/2019	60.00
125045	878931	Tire Factory of Ontario	08/09/2019	1,298.00
125046	788402	TransUnion Risk & Alternative Data Soluti	08/09/2019	140.25
125047	879233	Utopic Software	08/09/2019	1,295.00
125048	878957	Valli Information Systems, Inc.	08/09/2019	187.02
125049	288897	Verizon	08/09/2019	1,823.76
125050	879151	Waste-Pro	08/09/2019	100.00
125051	863995	White Cloud Communications-Boise, Inc.	08/09/2019	340.00
125052	774001	Wtechlink	08/09/2019	300.00
125053	UB*11663	ANGELA BARLOW	08/09/2019	36.45
125054	879405	Center for Nonprofit Stewardship	08/09/2019	2,000.00
125055	UB*11470	ALBERTO GAMEZ * \$\$	08/09/2019	107.37
125056	UB*11665	GREG HOLMES	08/09/2019	140.06
125057	879404	Ontario Recreation District	08/09/2019	6,087.00
125058	879403	QIRI ONT, LLC	08/09/2019	2,057.61
125059	738001	James Swank	08/09/2019	95.98

Check No	Vendor No	Vendor Name	Check Date	Check Amount
125060	UB*11664	DAVID WILSON	08/09/2019	71.00
125061	879327	Coastline Equipment Company	08/09/2019	4,970.17
125062	&260	Four Rivers Cultural Center	08/09/2019	28,251.47
125063	610100	Malheur Memorial Health Clinic	08/09/2019	100.00
125064	539200	Ontario Area Chamber of Commerce	08/09/2019	23,092.82
125065	583450	State of Oregon Dept of Corrections	08/09/2019	2,360.00
Total for 8/9/2019:				463,367.32
125066	879404	Ontario Recreation District	08/13/2019	125.00
125067	879406	Rywest Homes	08/13/2019	10,000.00
Total for 8/13/2019:				10,125.00
Report Total (190 checks):				1,331,147.98