

**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, MARCH 17, 2020, 6:00 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 Friday, March 13, 2020. 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:
 - 01-09-2020 Work Session
 - 02-06-2020 Work Session
 - 02-18-2020 Council Meeting
 - 03-05-2020 Work Session
- B) Modular Lease Frazier Aviation, LLC

6) PRESENTATIONS

- A) Greg Smith, Malheur County Economic Development: Re-load Center Update

7) OLD BUSINESS

- A) Proposed Action on SE 2nd Street Project Amendment between City and Oregon Department of Transportation
- B) Resolution #2020-108: Agreement with Life Safety Inspection Vault (LIV)

8) NEW BUSINESS

- A) Letter of Support for Trinity Project
- B) Resolution #2020-109: Legislative Position on Executive Order #20-04

9) DISCUSSION ITEMS

- A) Update on County Radio Study

10) HAND-OUTS

- A) Minutes:
 - County Court 02-26-2020
- B) Check Register: Feb 1-Mar 13, 2020

11) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

12) ADJOURN

The City Council may recess/adjourn to Executive Session under ORS 192.660(2) as follows: (a) Employment of Public Officers, Employees, or Agents; (b) Discipline of Public Officers, Employees, or Agents; (c) Labor Negotiations; (d) Real Property Transactions; (e) Exempt Public Records; (f) Trade Negotiations; (g) Litigation /Consult with Legal Counsel; (h) Performance Evaluation of Public Officers and Employees; (i) Trade Negotiations; and/or (j) Labor Negotiations.

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

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CITY COUNCIL WORK SESSION MINUTES January 9, 2020

The scheduled Work Session of the Ontario City Council was called to order by Mayor Riley Hill at 6:00 p.m. on Thursday, January 9, 2020, in the Council Chambers of City Hall. Council members present were Riley Hill, Dan Capron, Michael Braden, Norm Crume, Marty Justus, Ramon Palomo, and Freddy Rodriguez.

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

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 January 7, 2020. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

JUSTUS moved, PALOMO seconded, **TO ADOPT THE AGENDA AS PRESENTED**. Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.

PUBLIC COMMENT

Mary Butler, Ontario: *I live here in Ontario. I'm actually a little concerned about the homeless housing that you guys were proposing or maybe already proposed and went through. I didn't get notified about it. The only reason I learned about it is the accounting group, Nichols Accounting Group that's right there had notified me. I would like to know that there's more to it than just putting some houses there and having people wander in and out. It's not the greatest neighborhood that you guys are proposing to put this in in the first place. There's a lot of foot traffic. I've had issues with my house being right there, so that's just mainly my concern is maybe letting the citizens that are in the area, that live there, kind of know what's going on and maybe let us address some of those situations. If I would've got notified the first time, I would have been here, no problem, to kind of hear everything that was going on out there. I'm directly across the street from Nichols Accounting Group, so I can see that chain link area that the city puts their stuff, that is out my front window pretty much. There's a lot of stuff that goes on at night that a lot of people probably don't realize. As soon as it gets dark, there's people messing with stuff they shouldn't be messing with, just all over that area. I would rather see the area be cleaned up instead of dragging more to that area, maybe putting it somewhere that can be a little bit more controlled and not so much in...I know it's residential and commercial, but not so much in my back yard, or front yard, per se. That's pretty much all I really had. Thank you.*

Chris Artiach: *I'm here to talk about a project that I want to start. We know we got a five-month lease; we know we got that money coming in. My program is to start after that. What are we going to do with the transition? What are we going to do when that's over, when people are like, well, what are you going to do with your homeless now? You know what I mean? And, I've talked to somebody that's going to be on one of my committees that has got a piece of property right down the road from the college rodeo grounds there, and he has talked to me about possibly using that to move the homeless to there, to the homes, so it's not right in our neighborhoods, but yet it's still in our community. Currently, right now, on my board that I want to utilize and start this, is myself, Mr. Rodriguez, Terry Sharp-Jones, who's representing the union, Sara Ray, who is Sara Ray Foster Care, Dino Woods, who is representing*



Veteran's Advocates, Shaun Robertson, who is one of the directors for Voc-Rehab, I have Mamie Brower who is going to be talking about representing the dispensaries, the hemp-affiliated businesses throughout the community, I got James Vogt through the church, I got Shaun Logon who will be legal representation, telling what we need to. I've also talked to Chief Romero who's very interested in our group. I've talked to Matt Stringer, I've talked to Dana Young, Doug from Nichols, Mr. Rodriguez has got to talk to him and he's all about being on it, and I got to talk to somebody else earlier, Ed from Work Source, and then we got Mr. Verini that I've spent some time with and talked about it. It's a piece of his property. He's liking the idea, and he wants to be on the committee. What I want to do is so that when people come to the community and they're like, what are you going to do with this homeless situation once the five months...I want people to be able to say, well, guess what, we got a transitional project going on right now to where we will be able to move those people a little more out of town. They'll have more room for themselves. It's not going to be right under our doors, but yet it'll still be on a bus route to take them to where they need to go. I just, I now it's a lot on you guys, these five months, and I thank you for what you guys are doing. So that will give me an opportunity to help you guys a little more, you know, and say well, we go this already set up. After that five months is done, we're not going to have to answer questions about what are doing to do with them, where are we going to put these houses, it's all going to basically be set up there. My motto is "One Community, One Goal, One Team". You know what I mean? Because to make this work, we all gotta be one team, and it's the whole community that needs to be part of it, not just this group, this group, I'm going all the way to where I'm getting city people to help as well as I'm getting the marijuana industry, the dispensaries, the hemp-affiliated businesses in our community, that all pay taxes in our community, and getting their money to put into this, as well as our community members. So, I want people to come to Ontario and see that we take care of our own in our community, you know what I mean? Not just your group, not just my group, not just this ethnicity, we come together as a team and we work and help all the way down to the poorest of the poor, the homeless, because they're our family also. To some of us, this is one of my ideas, I also just got offered a position on the board for Special Olympics-Idaho, 'cuz that's another one of my things, and the biggest thing is a lot of these people that are homeless have disabilities and special needs. So that's why I think I'm paying a little more attention to it. It has a little more heart for me. But I just want to say you guys will be able to give me ideas for this. I got a great group of people together. Some of the strongest in the community. People are like, how did you get all those people together? Well, in one place, I just want to talk to them. We've got a meeting already set up for the 16th of this month at 6:00 at the Energy Company to discuss what we're going to do once all this goes through. I open it up to anybody else that would love to come, throw their two cents in. We gotta be a team. We can't be fighting each other back and forth. This is going to bring us together, unified. We want to beautify our community, let's unify. That's all I gotta say – thanks a lot.

Councilor Rodriguez stated that him working with Mr. Artiach in trying to establish this group, his goal was to ensure that there was an all-inclusive committee that would include all views on this homeless issue. They didn't feel it was going to be just these five months. Those five months were already spoken for; they were going to happen. They needed to watch those five months and learn what they could. This was for moving forward, and what to do with the camp after the five months; what to do with the homeless population that weren't able to make it inside this emergency shelter. There were going to be 20 homes, but there were over 50 individuals in the city, so the homeless population would still be active. Everyone that had a view or a way to help or an avenue to relay community concerns to this committee, would have a place on the committee. That's what he wanted to see. They also felt it would be best, based on some views, for it not to be a city committee, but disconnected. This committee would include the scope and advise the city on certain things.

Bob Kemble, Nichols Accounting: *My colleague Doug Lamm and I were here at a City Council meeting in November and we voiced our concerns about the project that's being proposed or that is actually in motion, and we had met with the sponsors of that program on the 22nd of November and we were assured at that time that we'd be part of the process, that we would be given a voice, we would be part of creating the rules, the expectations, and we would be part of what are the protective measures, what are the things that you are going to do to protect my employees, my clients, from this homeless camp. We have not heard anything from any of the sponsors. We haven't been involved in the process. We are very concerned that what's going on is not being done in the correct manner. Like Mary said, no notice was given. Maybe no notice needed to be given, but it would have been the appropriate thing to give notice to the people that are going to be affected by this. I think that is a serious, serious offense by the city or whoever is*

putting this in play. People need a voice and if they don't know something's happening, they can't voice that. I think the timing of this is knee-jerk reaction. We knew winter was going to show up last year at this time and all of a sudden we're trying to push this through. That's just poor planning in my opinion. Let's see, what else. So, in my opinion, I think we need to be informed, the people that are part of the community need to be informed. They need to be part of the process, and if that can't happen, we need to slow this thing down to where they can have a voice, they can be part of the process. I would like to know why notice has not been given. I would like to know the permanency of the proposed site, the zoning, the variances, and things like that. I would like to know what kind of dwelling codes need to be in place for a tiny home project like this. There's just a lot of questions in my mind as to the legitimacy of this homeless project. Thank you.

Mayor Hill stated he remembered that the Council asked that a group be set up and that Nichols Accounting be informed from the sponsors, that they be involved in it. It appeared that had not happened.

Mr. Kemble stated they had received an email yesterday asking what they're concerns were, so they were not really part of the process. He didn't believe an email was an appropriate tool. This was a serious matter and they needed to sit down across the table from one another and have a discussion.

Mayor Hill stated originally it was 10-20 houses, but they had been told there was funding for only about 12. There was only going to be one person per home, but now there would be 20 huts and two per house. There were some thoughts about putting some guidelines together or management of the project, but he hadn't seen any way that they were going to grade this project to ensure it was a successful project. It was concerning, especially when there were people trying to redo the downtown area to make it a better place. He was also concerned with being told it was for a six-month period, and they were now in January and nothing had happened there yet, and nothing would happen for around another month. He was concerned this project was now going to "creep" into the summer.

OLD BUSINESS

Discussion of Downtown Bulb-Out

Adam Brown, City Manager, presented.

CRUME moved, BRADEN seconded, **THAT THE CITY COUNCIL HAVE PUBLIC WORKS AND THE CITY MANAGER WORK WITH A LOCAL LANDSCAPER TO COME UP WITH LOW-MAINTENANCE LANDSCAPING FOR THE SOUTH OREGON STREET BULB-OUT PROJECT.** *No vote.*

Amended motion:

JUSTUS moved, CAPRON seconded, **TO AMEND THE MAIN MOTION TO INCLUDE THE MAINTENANCE OF THE BULB-OUTS AND THE PARKING LOTS DOWNTOWN IN THE ANNUAL BUDGET.** Roll call vote: Rodriguez-no; Justus-yes; Palomo-no; Capron-yes; Braden-no; Crume-no; Hill-no. Motion failed 2/5/0.

Main motion:

CRUME moved, BRADEN seconded, **THAT THE CITY COUNCIL HAVE PUBLIC WORKS AND THE CITY MANAGER WORK WITH A LOCAL LANDSCAPER TO COME UP WITH LOW-MAINTENANCE LANDSCAPING FOR THE SOUTH OREGON STREET BULB-OUT PROJECT.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-no; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/1/0.

Resolution #2020-103: Appropriate Additional Funding for Police Radio and Camera Upgrade

Steven Romero, Police Chief, presented.

CRUME moved, CAPRON seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2020-103, A RESOLUTION TO APPROPRIATE ADDITIONAL FUNDING FOR CRITICAL POLICE RADIO COMMUNICATIONS SYSTEMS AND CAMERA UPGRADE.** Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.



NEW BUSINESS**Committee Appointments**

Adam Brown, City Manager, presented.

CRUME moved, CAPRON seconded, **TO APPOINT BARBARA BRODY FROM ALTERNATE TO FULL MEMBER.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.

Mayor Hill **APPOINTED STEPHEN MEYER TO THE BUDGET BOARD.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.

CRUME moved, BRADEN seconded, **TO APPOINT PAUL CHENEY, LEVI ANDERSON, AND TERRY FISHER TO THE DIVERSITY COMMITTEE.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.

Mayor Hill **APPOINTED LYNN JOHNSON TO A ONE YEAR TERM; MICHAEL MILLER TO A TWO-YEAR TERM; DAVID GOLDTHORPE TO A ONE-YEAR TERM; MICHELE GRIMALDO TO A TWO-YEAR TERM; SAM GASTONGUAY TO A THREE-YEAR TERM; FREDDY RODRIGUEZ TO A THREE-YEAR TERM; AND ANDREW MAEDA TO A THREE-YEAR TERM, ALL ON THE PARKS COMMITTEE.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.

CAPRON moved, RODRIGUEZ seconded, **TO APPOINT RALPH POOLE AND BLU FORTNER TO THE PLANNING COMMISSION.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.

Mayor Hill **APPOINTED BERNIE BABCOCK TO THE PUBLIC WORKS COMMITTEE.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.

Mayor Hill **APPOINTED CHERYL CRUSON AND DOUG DEAN TO THE VISITORS AND CONVENTIONS BUREAU BOARD.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.

Resolution #2020-101: Amending Resolution #2018-133, the Five-Year Compensation Plan for Paid On-Call Firefighters, to Include Probationary Firefighter Positions

Terry Leighton, Fire Chief, presented.

JUSTUS moved, BRADEN seconded, **THE CITY COUNCIL ADOPT RESOLUTION #2020-101, A RESOLUTION AMENDING RESOLUTION #2018-133 FIVE-YEAR COMPENSATION PLAN FOR PAID ON-CALL FIREFIGHTERS, TO INCLUDE THE PROBATIONARY FIREFIGHTER COMPENSATION LINE.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.

Resolution #2020-102: Supplemental Budget to Receive and Expend Unexpected Revenues

Kari Ott, Finance Director, presented.

CAPRON moved, BRADEN seconded, **THAT THE CITY COUNCIL APPROVE RESOLUTION #2020-102, A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET TO RECOGNIZE AND EXPEND UNEXPECTED POLICE REVENUES.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.



Request for City Council to Initiate a Vacation on Council's Own Motion – Requested by the Community Development Director and Jeff Rice, Property Owner, Regarding the SE 5th Avenue Project

Dan Cummings Community Development Director, presented.

BRADEN moved, CAPRON seconded, **THE CITY COUNCIL APPROVE THE REQUEST OF THE COMMUNITY DEVELOPMENT DIRECTOR AND JEFF RICE FOR THE CITY COUNCIL TO INITIATE A VACATION PROCEEDING AUTHORIZED UNDER ORS 271.130 FOR VACATION OF A PORTION OF SE 7TH AVENUE AS PER PARTITION PLAT 2009-06 AND AS SHOW ON ATTACHMENT 1 IN THE REPORT.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.

BRADEN moved, CAPRON seconded, **THE CITY COUNCIL REQUIRE JEFF RICE TO PAY THE CITY EXPENSES INCURRED FOR THIS ACTION WHICH ARE OUTLINED IN THIS REPORT.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.

Strategic Planning Update (Attached)

Peter Hall, HR Director/Assistant to the City Manager, presented.

DEPARTMENT HEAD UPDATES

Financial Monthly Report (Attached)

Kari Ott, Finance Director, presented.

City Recorder Annual Report (Attached)

Tori Barnett, MMC, City Recorder, presented.

Police Quarterly Report (Attached)

Steven Romero, Police Chief, presented.

DISCUSSION ITEMS

Noise Ordinance Revision (#2767-2020)

Mayor Hill commented that for the time of 7:00 a.m., for construction businesses, their work often began at daylight.

Mr. Brown stated this issue had been brought up in 2019 and multiple discussions followed. The Police Chief developed the draft before them using several model ordinances. This was a different approach than what was in the current ordinance. Currently, staff was using the decibel meter, with a decibel level at 60 during the night and 70 during the day. That decibel level was the approximate level of a normal speaking voice. The new approach, from a reasonable person perspective, was that if a reasonable person felt their peace was disturbed, they could call the police department. That officer would assess the level and determine if the level was disruptive or if there was a special event or activity permit issued. That was the general context of the proposed new ordinance. It was not up for action; just for review. If the Council was amenable, it would be placed on a future agenda for action.

Councilor Capron stated when he had called the department on noise issues, the officer carried a meter to determine the noise level. Although they might be in agreement that the noise was an issue, if the meter didn't read high enough, there wasn't much that could be done. If the ordinance was written differently, he'd have more favorable results.

Councilor Crume stated his interpretation of the wording of the ordinance was that if it was something reasonable, like pouring concrete, it was a job that had to be completed and it was going to make noise, but was excluded by the wording. That was different than someone cranking up their stereo 5 a.m.

Chief Romero stated the end game was to get people educated and to have some courtesy for their neighbors.



East Idaho Crosswalk at 3rd Street

Councilor Rodriguez stated this issue was regarding the two crosswalks that were between the two lights there were located between Outdoorsman and Taco Bell traffic lights. There was a block in the middle of those two intersections, next to Sinclair and Far East Restaurant. He had been approached by three citizens about that middle intersection. He himself had witness very dangerous situations where people were attempting to cross the road. Not all lanes stopped, making the situation worse. Flags would not work there, but flashers might. But something had to be done.

Councilor Rodriguez stated over the past eight months, the traffic in that area, during the day, was doubled up, just non-stop. Another business, Top Crop, was going to be opening soon, which would increase the traffic even more.

Council consensus to have staff look into the situation.

Senior Center Roof Replacement Grant Writing

Mayor Hill stated he had been at the center about six months ago when they were dealing with a leaky roof, but only had \$10K in the bank. After surveying the property, it was clear that other things needed to be handled, and the furnace had now gone out so there were no funds at all. Besides the need for reroofing, the parking lot needed repair, the building needed to be repainted, along with several other things. He had been working with the Center to try and get their paperwork ready to apply for a grant. He was aware of a grant opportunity through USDA. He approached them about his and was told they could maybe get a \$100K grant, but that it would require a 45% match. That didn't seem likely. Last month he met with Biz Oregon, among other state groups, and Scott Fairley suggested trying for a Community Development Block Grant. He was aware of the city's application for a \$2.5M grant, and voiced concern about the possibility of that dying. Mr. Fairley spoke with the department that handles block grants, and they were told that there was money available and that they should apply for it, and no match was required. He was told that their application would not jeopardize the city's application because those were two separate pots of money. Mr. Fairley then got a grant writer on the phone, who explained the process, and told him to apply for \$600K since there was so much work involved. The Mayor asked how much it would cost to write the grant and was told between \$1K-\$1,500. His name was passed on to the City Manager, who interviewed the writer. The cost has now increased to \$2K. The Mayor suggested paying the money to write the grant and use the money to fix up the Senior Center.

Mr. Brown stated he spoke with Nick D'Colte Consulting, and also put him in touch with Christopher Plummer, who was involved in raising the \$10K that was there now. With the grant, much more could be done. The HVAC needed help, the parking lot, the restrooms were not ADA compliant, and the roof. Most, if not all, could be done with a \$600K grant.

CRUME moved, CAPRON seconded **TO DIRECT STAFF TO PREPARE A BUDGET AMENDMENT TO FUND GRANT WRITING FOR THE ROOF AT THE ONTARIO SENIOR CENTER.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.

Homelessness Update

Adam Brown stated over the past seven days, the agreement with the state had been finalized and questions the Community in Actin had about insurance were resolved. The city was working on the power, the fence, and permission was given to the builder to begin construction on the homes. It would be appropriate to hold a community meeting to listen to the citizens, but to also share everything known about the project. He would work with Community in Action and Origins Faith Community to put together a community meeting.

Councilor Capron asked that the list of rules be included in the hand-outs so people would be aware of them before the meeting. That way they would have an opportunity to discuss what they liked or didn't like about the rules.

Mayor Hill stated he had been contacted by Nichols Accounting about some lights that were burned out, and to discuss some options for camera placement at the site.



Mr. Brown stated they anticipated delivery of the shelters within the next 10 days. Electric wouldn't be hooked up, but those units would be better in the cold without electricity than braving the cold outside. They wanted to ensure the on-site person was there, who was being provided by Origins. The fence could be installed fairly quickly; some gravel piles just needed to be moved for that.

Mayor Hill stated this had been presented as a winter shelter, and it was now January.

Mr. Brown stated the agreement expired at the end of April, so it started in December. The end date would be in April regardless of when things got moving.

Mayor Hill summarized it by stating the city was going to put together a meeting with Origins and the neighborhood to discuss what would be occurring at the site.

Marijuana Tax Letter to House Revenue Committee

Adam Brown, City Manager, had distributed a draft letter for this issue. He and the Mayor had discussed this. The Revenue Committee kicked the city's marijuana bill proposal to the Economic Development Committee last year, which is where he and the Mayor had gone to present. They were presenting on the 18% or 15% additional local tax option, but in that proposal, they pointed out the inequity of the distribution formula, in that it's based on the city's population and the number of dispensaries. Ontario had three dispensaries open, and it was his understanding that a fourth, Top Crop, was ready to open, but they were put to the back of the list of OLCC's work. The state promised to accelerate for some of the new communities that approved it so they could get some open, which they did, and now the ones that were ready now, which Ontario had two, were being waylaid to the back. If that was a part of the formula, it prevented Ontario from taking some of the revenue. Staff thought they were being conservative by budgeted less than half of what was rightly intended to come back here, but when the legislature created the distribution formula, it was expected that 10% would go back to the cities of the 17% collected. That mean another 1.7% for the city. The city received 3% local tax, and the revenue sharing should be, all things equal, 1.7%. That equated to \$653,490. The check the city received in the last two weeks was for \$12,425 for a quarter. Working back through the taxes the city received from the 3%, the 1.7% should've been \$163,372 for that quarter. Over the year, that translated to instead of getting \$653,490, that was coming from people paying marijuana tax to the state, only \$49,700 was coming back. The rest would be distributed to other cities and counties throughout the State of Oregon who had a larger population. Ontario's population considered in the formula was only 11,470 people. Therefore, he had drafted a letter in the hopes the Council would pass it and send it out to the House Revenue Committee, which was chaired by Nancy Nathanson. There were two-vice chairs on that committee, and Representative Findley had been on that, but he was now a Senator. The other vice-chair was Representative Pam Marsh. The city needed to get this information in front of them and use every voice available. He didn't believe the biggest city in the poorest county in Oregon was in a position to subsidize the rest of the state. With 600 additional trips per day coming into Ontario, that money was supposed to go towards law enforcement. He encouraged the Council to use any other means at their disposal, such as contacting legislators directly.

Mayor Hill stated on the second page, second paragraph, some of those people didn't know where Ontario was located, nor did they care, so make it clear that those 750K people that we are talking about are in Idaho, and Ontario was taxing Idaho people. He sent six letters last week to different legislators, ones that he had spoken with a month ago, and he had been fortunate enough to get selected from around 1,000 down to 70 people to meet with different legislators and have dinner with them. He was able to discuss this issue with several of them, and he sent letters to the ones he met, including Chairman Lively, who had not responded favorably, but did say he was rethinking his position. He was completely in favor of sending this letter. He also believed a copy should be sent to the Governor's office, as well as Senator Courtney and Speaker Kotek.

Council consensus to send the letter.



AMEND AGENDA

JUSTUS moved, CAPRON seconded, **TO AMEND THE AGENDA TO ADD THE REJECTION OF THE PREVIOUSLY APPROVED BID FOR THE SEWER PROJECT ON SE 2ND STREET.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.

ADDED BUSINESS

CRUME moved, CAPRON seconded, **THAT THE COUNCIL REJECT THE SEWER CONTRACT THAT WAS PREVIOUSLY PASSED WITH KNIFE RIVER TO INSTALL A SEWER PROJECT FOR \$149,000.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.

HAND-OUTS**Department Stats:** *(Attached)*

Public Works: Dec 2019

Code Enforcement: Dec 2019

Code Enforcement End of Year 2019

Fire & Rescue: Dec 2019

Police: Dec 2019

Minutes: *(Attached)*

County Court: 11-07-2019; 11-13-2019; 12-11-2019; 12-18-2019; 12-20-2019

Public Works Committee: 12-10-2019 (Draft)

SREDA: 12-03-2019

Agenda:

Public Works Committee: 01-14-2020

SREDA: 01-07-2020

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Mayor Hill stated he and Mr. Brown had attended an Airport meeting. Everyone had a lot of great ideas, but the rubber never hit the road. BLM was attempting to build a building there that was a fire response station, so they asked for some information to enable them to go from a Category 3 Airport to a Category 2. They were also talking about possibly getting a large emergency response hangar. Staff asked for information on that, too.
- Mayor Hill stated he had spoken with Representative Findley that day and was told that it had only taken one minute and a half to speak with ODOT.
- Councilor Crume stated that anyone who read the emails yesterday, the case surrounding the onion slurry being spilt along Idaho Avenue and 2nd Street, was an ongoing problem. He received a call from a particular citizen on a regular basis about the issue. He contacted Paul at ODOT, explained the situation, and was informed that Paul was also upset about the problem and didn't want to drive on those streets either. The most common problem was the beet farmers. Paul planned to speak with OSP Officer Duncan. Based upon what Officer Duncan stated, there would be extra OSP patrols in that area, monitoring, and potentially ticketing the drivers who were expelling the slurry.



- Councilor Rodriguez had met with the coordinators for Serve Day. This was their eleventh year of doing this project. The website was updated and accepting registrations for jobs that needed done. He had been assigned as city coordinator, so if staff was aware of any projects, just let him know and he'd get those on the list.
- Councilor Capron stated the area had experienced some big losses, such as Scott Fairly, and those individuals would be missed. They did a lot for our community. Prayers for the families.

AMEND AGENDA

CAPRON moved, PALOMO seconded, **TO AMEND THE AGENDA TO ADD A DISCUSSION REGARDING SRCI**. Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.

ADDED BUSINESS

SRCI Contract

Larry Sullivan, City Attorney, stated the city received another draft of the proposed SRCI wastewater and water contracts from a DOJ attorney. He circulated that to staff, who had a meeting earlier that day to review it. Overall, it was a helpful step forward in getting away from the issue that was making the Council unhappy. Jim Paul, Facilities Director for DOC, didn't want to have a contract that would require the city or DOC to have to engage in future negotiations during the contract period. They wanted it to be a contract that once it was signed, nobody would have to look at it again. The problem with that was it included a calculation that had been done by Jacobs as to what it would cost to do maintenance work both for the water and wastewater systems that served only SRCI for the next ten or twenty years, and take those lists of project, priced them out, figure out how much the city should be charging DOC for the cost of doing those repairs improvements over the next twenty years, and then still try to build in some way to be charging enough so the city wasn't going into the hole. In the last draft, DOC capitulated on that point. They recognized that it was impossible to have an accurate projection for future costs for maintaining the water and wastewater systems for that length of time without having a mechanism in place for reopening it to deal with things that could occur. Now, there was language that was going to be in the contract that would allow the city to reopen if they began seeing that the money being received from DOC was not going to be sufficient to fund the repairs the city would be doing on the water and wastewater infrastructure. DOC would have the same right. That substantially limited the city's exposure to going in the hole on these contracts because of the city's ongoing obligation to do the repairs and improvements to SRCI's portion of the water and wastewater system. That was a good step forward. It lowered the city's risk substantially. They had pulled out of the wastewater contract the big syphon project that was going to the most expensive component on the wastewater side. Staff had also pulled out the water tanks replacement that was another issue that was somewhat divisive. DOC agreed that the water tanks were theirs and they would be in charge of doing any work to replace those tanks. The city was agreeing that, if DOC wanted the city to do the maintenance on those tanks, that maintenance work would be done at DOC's expense. Now, with this latest draft, he believed they were close to the fine-tuning standpoint of getting the final language put together with the \$5K limit on repairs. There was an emergency provision in the contract that said if the city ran into unanticipated expenses that were more than \$5K, that was also a basis for reopening the contract. There was a 20% contingency on all the projects that had been priced out for the next twenty years. With that, it substantially lowered the city's possibility of getting stuck for a large bill.

Mayor Hill stated a concern was that the city would do the work, and the bill would be submitted to DOC, who would then nitpick it.

Mr. Sullivan stated the city would provide the information ahead of time regarding the work that would be done. DOC would have the right to comment on the project, but they could not hold it up. There was no provision that stated DOC had the option of not paying. They could take the city through arbitration over it, as the city could, too, but that would be the extent of the issue. Because most of the big-ticket items were no longer going to be part of these charges, the city was less likely to see a situation where there were huge cost overruns or a lot to even nitpick.



These repairs that were going to be done to the infrastructure over the next twenty years were not so huge that they were likely to generate a lot of controversy over what type of work was being done. There was the syphon project out there and that was going to have to be a source of continuing negotiation to ensure that DOC was satisfied with the bids that the city received, and that DOC was going to be willing to pay. That was going to be the big subject of future negotiations.

Mayor Hill asked why the city couldn't just put that in DOC's hands, that they had to do the project – negotiate it, bid it, everything.

Mr. Brown stated he believed it was clear in the contract that it was DOC's responsibility.

Mr. Sullivan stated that might be more work that needed to be done on the exact language. He believed that DOC was intending that the city was going to ultimately do that work, but that financially, DOC would be responsible for it. The language with respect to that syphon was such that the city could ultimately agree that DOC would do the syphon work themselves, but if there were reasons why the city wouldn't necessarily want to have DOC having a contractor do that, because it did connect into the city's wastewater system, that the city would want DOC to do it without having JACOBS or whoever for the city, provide a lot of oversight to ensure that it wasn't causing problems for the city in the way that it was done.

Mayor Hill stated he had never come across when they didn't begin nitpicking, expending staff time to explain everything. He did not want to see the city get in that position. It was cumbersome and expensive.

Mr. Sullivan stated that was, to some extent, the nature of the problem. He didn't see how that could be avoided in a situation like this, knowing it was going to be a long-term contract. They could make it a short-term contract, but no one wanted to do that either. This had been a tremendously time-consuming process. The advantage of having a twenty-year contract was that they'd be negotiating over individual projects but shouldn't have to deal with the entire structure. The structure would be in place.

Mayor Hill stated the turning point was when the Council decided that were not going to go along with DOC. This had been dragging on over two years. The expenses the city acquired after the twenty years expired – one contract was \$80K+, had those been addressed? Was the state going to reimburse the city for that? The contract was up; it had only been extended. He was sure they exceeded the \$100K mark. Also, besides them taking care of the maintenance, what else was the city going to get out of it? How much each month?

Mr. Brown stated wastewater was \$2K a month, additional. That did not include the capital fee. One item staff had gone through the fall of 2018 was reconciling the past twenty years. The state made the city go through that exercise of making sure DOC wasn't funding the City of Ontario. The determination was that the city made out around \$400K.

Mayor Hill stated there were only about six people that were paying the 1.75x; what were they going to be told?

Councilor Justus stated they should be told to annex into the city.

Mayor Hill stated he did not feel good about them paying \$2K and not picking up the expenses from the past two years that they city extended the contract. Not sitting at the table made it hard to second-guess.

Mr. Sullivan stated his conclusion was that the city had reduced the possibility substantially, maybe close to zero if not zero, that the city was going to lose money as a result of providing those utility services to SRCI for a long period of time.

Mayor Hill asked if there was any advantage to a third-party analysis.



Mr. Sullivan stated a third-party would be coming in with new ideas. Staff had spent two years looking at all kinds of different avenues to negotiate this.

Mayor Hill stated he didn't think negotiations had really started until the Council said, "no cigar". That's when it got really serious.

Mr. Sullivan stated it was serious before then based upon what staff believed the Council was okay with. Then the Council said, no, don't go in that direction, and he did not agree that sped the process up. They were now two weeks away from having the latest contracts expire and there was no agreement in place. A lot of that was because staff had to start over again in the negotiations at the point the Council wasn't going to approve the direction that staff had been going for several months before that. That was the Council's job, and it could be that the decision made to go in a different direction was the best decision. This latest version was similar to the original contract draft that had been submitted to DOC months ago, which they rejected. Now that the Council had stated no, they didn't want staff to follow the approach DOC was proposing, it forced DOC to back off and go in a direction that was much closer to what staff had originally put together.

Continuing on, Mr. Sullivan stated he had been told by one of the DOJ lawyers that now, because of the shortness of time, DOC was going to sign an order that unilaterally required the city to keep providing services to them when the contract expired at the end of the month. The city could appeal that, but he expected that was what DOC was going to do. The city was likely to get a "super citing" order, and if it was bad in a way that staff knew was going to upset the Council, he could see having to deal with that on an emergency basis. But, unless they came up with something out of left field, he believed the city was going to be okay. He would be speaking with that lawyer tomorrow. He would report to her that staff would be doing one more draft to get over to them probably early next week. Chances are good that staff would have a new draft to present to Council before the end of January for both the water and wastewater contracts.

Mayor Hill stated he still believed DOC should pick up the maintenance costs for the past two years. Also, had staff met with the Rural Board as related to SRCI?

Mr. Brown stated he passed the proposal to Chief Leighton. He was not aware of when the Chief's Board would meet. He also told Chief that staff could write a recommendation to the Board, if he wanted. Essentially, he contacted the FCS Group they'd worked with a few years ago and asked them to do a study of the value of providing fire service to SRCI. He received a proposal back last week, and that was provided to Chief Leighton.

Mayor Hill asked Mr. Brown what his analysis was of what the maintenance was on that system from SRCI on the water and wastewater? What was that per month, or per year? He was not talking about the \$2K. What was the analysis, per year, that the maintenance was going to cost for that line that the state was going to have to be responsible for?

Mr. Sullivan stated in the water contract it was a pittance, \$335 per month.

Mr. Brown asked if the Mayor asking about just the Capital Infrastructure Fee? The total cost was about \$100K.

Mayor Hill stated arsenic in the water.... they were going to lay huge sums on the city and only pay \$335 per month. That didn't compute.

Mr. Sullivan stated the arsenic in the water problem was a city-wide problem. SRCI was not going to be required to fund anything special that was a city-wide problem. If the city had to do something to change its rates for everybody because of arsenic, rates would increase for SRCI, too. SRCI would just be another customer when it came to having to participate in those type of things.

Mayor Hill asked why everybody in the city paid property taxes, but SRCI paid nothing, and all their employees lived in Idaho, why couldn't that somehow be figured in? They didn't do any contract work with the city, they purchased all the food somewhere else, why couldn't that be in the formula somehow? They didn't contribute anything to the city, they just took.

Mr. Brown stated they were not in the city.

Mr. Sullivan stated even if they were in the city, they wouldn't pay any taxes for their real property because they were a public entity.

Mayor Hill agreed, but there were 3000 people, plus another 700, who lived on the other side of the river that worked out there that the city received no benefit from except to take care of them. It seemed like it should reflect back on that \$2K.

Mr. Sullivan stated that was a decision that was made back in 1990 when the city agreed to allow SRCI to connect into the city system. It's too late to undue that one.

Mayor Hill stated that contract had expired, and they were now doing a new one.

Mr. Sullivan stated yes, but because it was expired and they had the statutory authority to do it, they could order the city to continue to provide that service.

Mayor Hill agreed, but the city could tell DOC how much they wanted for that.

Mr. Sullivan stated yes, but he didn't see how the city could charge SRCI more because they're the state and they don't pay property taxes.

Mayor Hill stated other people were charged that.

Mr. Sullivan stated SRCI wasn't charged taxes to provide...

Mayor Hill stated the city charged 1.75x the rate that the citizens of Ontario paid.

Mr. Sullivan stated that the city didn't go back and tell people they had to pay 3x or 5x as much because they'd already agreed that they were going to pay 1.75x, that's the rate they agreed to pay. The city never charged them an out of town rate.

Mayor Hill stated but the contract was up, so the city could charge them the out of town rate.

Mr. Brown stated they had to consider what would win in court. The out of town rate had been broached, but DOC said the discussion was dead if the city went that direction.

Mr. Sullivan stated the city did not have the authority to use them as a profit center. That would happen if the city chose to charge that rate. The city would make a substantial amount of money off them.

Mr. Brown stated there was an economy of scale with what it cost to provide water and sewer to one house versus 3,000 on one line.

Mayor Hill stated they would just have to see what DOC came back with.



EXECUTIVE SESSION**Executive Session: ORS 192.660(2)(h)**

An executive session was called at 9:50 p.m. under provisions of ORS 192.660(2)(h) to discuss current or potential litigation. The Council reconvened into regular session at 10:10 p.m.

ADJOURN

CAPRON moved, CRUME seconded, **THAT THE MEETING BE ADJOURNED**. Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-no; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/1/0.

ACCEPTED:**ATTEST**

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder



CITY COUNCIL WORK SESSION MINUTES February 6, 2020

The scheduled Work Session of the Ontario City Council was called to order by Mayor Riley Hill at 6:00 p.m. on Thursday, February 6, 2020, in the Council Chambers of City Hall. Council members present were Riley Hill, Dan Capron, Michael Braden, Norm Crume, Ramon Palomo, and Freddy Rodriguez. Marty Justus was excused.

Members of staff present were Adam Brown, Tori Barnett, Dan Cummings, Terry Leighton, Kari Ott, Larry Sullivan, Peter Hall, Betsy Roberts, Cliff Leeper, 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 February 4, 2020. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

CRUME moved, BRADEN seconded, **TO ADOPT THE AGENDA AS PRESENTED**. Roll call vote: Rodriguez-yes; Justus-out; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/1.

OLD BUSINESS

Resolution #2020-107: SRCI Water and Wastewater Agreements

Adam Brown, City Manager, presented.

CRUME moved, CAPRON seconded, **THAT THE CITY COUNCIL APPROVE RESOLUTION #2020-107, A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENTS FOR WATER AND WASTEWATER SERVICES BETWEEN THE CITY OF ONTARIO AND THE DEPARTMENT OF CORRECTIONS**. Roll call vote: Rodriguez-yes; Justus-out; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-no. Motion carried 5/1/1.

Mayor Hill stated his no vote on this action was only because he was not in favor of a 20-year lease, as he would have preferred a shorter term.

NEW BUSINESS

Bid Award Recommendation: 5-Year Skyline and Malheur Farm Leases

Betsy Roberts, City Engineer, presented.

CRUME moved, CAPRON seconded, **MOVE THE CITY COUNCIL AWARD THE MALHEUR FARM AND SKYLINE FARM AGRICULTURAL LEASE TO WHIPPLE SPRING, LLC**. Roll call vote: Rodriguez-yes; Justus-out; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/1.



Resolution #2020-105: Declaration of Necessity for Property Condemnation

Adam Brown, City Manager, presented.

CAPRON moved, CRUME seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2020-105, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, OREGON, DECLARING NECESSITY AND INTENT TO APPROPRIATE CERTAIN REAL PROPERTY, AUTHORIZING THE CITY MANAGER TO NEGOTIATE FOR ITS ACQUISITION, AND AUTHORIZING INSTITUTION OF CONDEMNATION PROCEEDINGS IF NECESSARY, FOR THE CONSTRUCTION OF THE SNAKE RIVER TRAIL (TATER TOTS TRAIL) MULTI-USE PATH PROJECT.** Roll call vote: Rodriguez-yes; Justus-out; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/1.

Resolution #2020-106: Legislative Position Regarding an Airport Layout Plan Revision

Adam Brown, City Manager, presented.

City staff are attempting to access local and state funds to conduct a partial airport layout plan for the northwest corner of the property because an imminent opportunity existed for development. The city had experienced some resistance and wished for the City Council to take a legislative position to assist in the conversations with the Federal Aviation Administration (FAA) and legislators.

The most recent airport layout plan was conducted in 2013. A revision to the ALP was scheduled for 2023 in the five-year capital improvement plan under which the project would be funded by at least 95%. The FAA paid for 90% and the State of Oregon paid 5%. The city was obligated to pay for 5%; however, the city had consistently received support through the COAR program for the State of Oregon to cover four of the five percentage points of the city's required match. Therefore, the city's 1% contribution leveraged 99% funding.

The city has recently been approached by the Bureau of Land Management to consolidate it's services in a new building at Ontario Municipal Airport (ONO). Initially it was believed that this project would be five years out, but advocacy from our regional BLM officials have expedited the request. With new planning grant cycles opening up from the Eastern Oregon Economic Development Board the city hoped to expedite at least a piece of the airport layout plan by focusing on the northwest corner where city staff and the Airport Committee believed our agriculture sprayers and other Single Engine Air Tanker (SEAT) planes should be located. Technical assistance grants were available from Business Oregon which could be matched with Border Board funding to pay for the infrastructure improvements and layout design with the end purpose to build a project financed through several state opportunities with a long-term lease agreement from the Bureau of Land Management.

Initial reaction from our request to the FAA was that our agriculture operators needed to be located on the east side of the runway at the south end where they were laid out in the current ALP. At the time the former ALP was conducted, however, the concept of the BLM wanting to consolidate operations at ONO did not exist. This request created a new demand on the airport property that did not exist under the previous ALP. Their objection to the concept was understandable because Ontario had a full-length taxiway on the east side of the runway. This new facility would create a partial taxiway that might require planes to cross the runway to get to the fueling stations.

Timing was critical. The BLM has \$2.5 million funded this year to support this work. The BLM said they prefer to provide funding up front and then have a 30-year lease on the project.

The facility for the BLM and agriculture operators could be located where the current ALP has them identified; however, staff did not believe this was the best place for them given the close proximity to housing. These planes are very loud and begin work early and end work late in the summer during growing and fire season.

No action taken; issue tabled.



DEPARTMENT HEAD UPDATES**Financial Monthly Report** *(Attached)*

Kari Ott, Finance Director, presented.

Public Works Quarterly Report *(Attached)*

Cliff Leeper, Public Works Director, presented.

DISCUSSION ITEMS**Homelessness Update**

Adam Brown, City Manager, stated they were meeting the next day with Community in Action, Origins, and Wendy Hill, DHS. Status was that there was one shelter built, inspected, and ready. There were four others waiting for inspection. The inspector indicated she was ready to inspect so staff anticipated that concluding soon. The determination was made that when there were five units ready, they'd be placed on site, and then continuing on in five-unit increments. They hoped to get them onsite next week. The power had been trenched and an electrician was needed to wire the units. It was believed the units would be warm even without heating. The first unit would be provided to the person who would be the onsite supervisor. There was no intention to open the area without the supervisor onsite 24/7. Origins Faith Community would be providing the onsite person.

Councilor Rodriguez asked if Liz Jenson of Lifeways was invited to attend the meeting.

Mr. Brown stated he believed she was on the list for tomorrow.

Marijuana Law Enforcement Funding

Adam Brown, City Manager, stated this was something the Mayor asked be placed on the Agenda, but he was willing to provide context for it. Two of the city's officers were funded by the state marijuana revenue sharing money. The Council direction was that they didn't want to spend the one-time money on positions. That's why they would only spend the state money on law enforcement. However, the state money was only going to be about \$50K versus \$250K. The city would be over budget on the actual revenue brought in from the dispensaries from the local 3% tax, that would make that pretty much whole. The Mayor's question that he wanted to discuss with the Council was this: the city had already filled those positions, however, there was a vacancy coming up, and there were also some retirees that were back working. The local tax would make the city whole this year, but if the Council wanted to freeze any refilling of positions because of that, that was the discussion.

Mayor Hill stated this was all for transparency, so everyone knew what was occurring. It would be discussed at the Budget Hearings.

Mr. Brown stated his recommendation was that it be handled through attrition.

Councilor Rodriguez stated, for clarification, he remembered that they wanted to budget the money the city was going to receive from the State of Oregon to fund those positions. It sounded like Mr. Brown was saying that the money coming back was not going to be enough to cover those positions, and the money that the city undercalculated for the 3% would help the city be made whole. That made it that much more important to ensure that the State of Oregon recalculated the funds that should be sent back to Ontario. If the city received what they were supposed to, the city would be doing well.

Mayor Hill stated the city had made that position very clear to the legislators. He personally made it clear to them. He didn't expect anything to happen during this session, but it could.

Councilor Rodriguez stated he fully supported that action. He did not feel the city was being greedy. The Council was doing what was right for the community.



Carbon Tax

Mayor Hill stated something that wasn't on the Agenda, but warranted discussion, was the Carbon Tax was back, and it was the number one thing being worked on. He received a flyer on it yesterday. It was going to run from 22¢ to 72¢. No one knew what was going to happen. He wasn't sure if the city needed to make their position clear again to the legislators and Governor. This would devastate the city.

Mr. Brown stated in the interest of time, staff could restate and resend the Council's position from last year, assuming it had not changed.

Council consensus to follow Mr. Brown's suggestion.

Tech Fair

Mayor Hill stated an issue that had been discussed at the first session with the Budget Committee, he had opened some doors for a Tech Fair. He spoke with the Chamber of Commerce, the Border Board, Poverty to Prosperity, and was now told the Fair was moving forward.

Councilor Capron stated it was slated for set up on August 21st, and would take place on the 22nd and 23rd.

HAND-OUTS**Minutes:** *(Attached)*

County Court: 01-08-2020; 01-15-2020; 01-21-2020; 01-22-2020

Public Works Committee: 12-10-2019

Department Stats: *(Attached)*

Fire & Rescue: Jan 2020

Public Works: Jan 2020

Code Enforcement: Jan 2020

Police: Jan 2020

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Councilor Crume stated that over years at his business, in watching 4th Avenue, he saw people speeding all day long. It had been mentioned numerous times, but he was not really seeing that area being patrolled. He witness a rash of fast drivers in the morning, and then from 3pm on. There was a school across the street, and a trailer court full of kids, and a lot of pets around. If there was time for the department to conduct a patrol, he'd like to see that. It was supposed to be 35mph, and people were really exceeding that, including large trucks and school busses. It was getting very dangerous.

Chief Romero stated that was the first he'd hear do the problem. He had received complaints about the vehicles exiting the school, merging into traffic without yielding to oncoming cars. Clearly, there was an identified problem and he'd work to find a solution.

Councilor Crume stated one issue was that it was a school zone, so it changed to 20mph, but no one was abiding by that. He was hoping to just 35mph or under.

Mr. Brown stated it was possible that the traffic engineer needed to look at that issue, as there might be other traffic calming devices that could be implemented. The issue continued year after year.

Councilor Rodriguez suggested a speedometer sign.



EXECUTIVE SESSION**Executive Session: ORS 192.660(2)(h)**

An executive session was called at 7:47 p.m. under provisions of ORS 192.660(2)(h) to discuss current or potential litigation. The Council reconvened into regular session at 8:18 p.m.

ADJOURN

CRUME moved, CAPRON seconded, **THAT THE MEETING BE ADJOURNED**. Roll call vote: Rodriguez-yes; Justus-out; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/1.

ACCEPTED:**ATTEST**

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder



CITY COUNCIL MEETING MINUTES February 18, 2020

The scheduled meeting of the Ontario City Council was called to order by Mayor Riley Hill at 6:00 p.m. on Tuesday, February 18, 2020, in the Council Chambers of City Hall. Council members present were Riley Hill, Dan Capron, Norm Crume, Michael Braden, Ramon Palomo, and Freddy Rodriguez. Marty Justus was absent.

Members of staff present were Adam Brown, Tori Barnett, Larry Sullivan, Kari Ott, Terry Leighton, Dan Cummings, Steven Romero, Peter Hall, Cliff Leeper, Betsy Roberts, 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 February 14, 2020. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

Mayor Hill indicated item 9A, Attraction Study, Branding, and Way-finding Update, would be presented at the next March 5, 2020, study session.

CRUME moved, CAPRON seconded, **TO ADOPT THE AGENDA AS AMENDED**. Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

PUBLIC COMMENT

Byron Shock: *First of all, my understanding is that you may be appointing a new member of the Planning Commission and I think Ms. Cydney Cooke would be the best person to appoint to this Commission, who is not already on it. I also want to commend the Council for its action at the last work session, moving forward with the Tater Tots Trail. I think that's going to be a tremendous asset for this community. Something that will actually bring people in from surrounding areas to enjoy the waterfront along the Snake River. The one thing I would like to bring up is a concerned citizen who'd like lots and lots of park benches because she'd like to be able to use the whole trail but has limited mobility at any given time. So, lots of benches please. Thank you.*

CONSENT AGENDA

CRUME moved, CAPRON seconded, **TO ADOPT THE CONSENT AGENDA, WHICH INCLUDED THE MINUTES FOR THE JANUARY 21, 2020, COUNCIL MEETING AND JANUARY 28, 2020, COUNCIL MEETING**. Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

PRESENTATION

Eastern Oregon Border Board

Shawna Peterson presented. *(Document attached)*

NEW BUSINESSAppointment to Planning Commission

Mayor Hill stated he had been contacted by another person interested in the vacancy, but neither applicant was present. He wanted to set this action aside until both applicants could attend and give a blurb as to why they were seeking appointment.

Consensus to move this action to the next meeting.

PUBLIC HEARINGSOrdinance #2770-2020: Amending Planning and Zoning Codes 10A-52-245, 10A-59-10, and 10A-59-15

It being the date advertised for public hearing on the matter of Ordinance #2770-2020, 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, CAPRON seconded, **THAT THE CITY COUNCIL ACCEPT THE PLANNING COMMISSION FINDINGS OF FACTS AND THE RECOMMENDATION TO APPROVE ORDINANCE #2770-2020.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

CRUME moved, CAPRON seconded, **THE CITY COUNCIL APPROVE ORDINANCE #2770-2020, AN ORDINANCE AMENDING TITLE 10A-52-245, 10A-59-10, AND 10A-59-15 OF THE ONTARIO CITY CODE THAT ALLOW CERTAIN MARIJUANA RELATED OPERATIONS AND ACTIVITIES IN CERTAIN ZONES UNDER A CONDITIONAL USE PERMIT AND TO PROHIBIT THEM IN ALL OTHER ZONES NOT SPECIFICALLY NOTED AS BEING ALLOWED AS A CONDITIONAL USE, ON FIRST READING BY TITLE ONLY.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

CRUME moved, CAPRON seconded, **TO WAIVE THE SECOND READING OF ORDINANCE #2770-2020, AN ORDINANCE AMENDING TITLE 10A-52-245, 10A-59-10, AND 10A-59-15 OF THE ONTARIO CITY CODE THAT ALLOW CERTAIN MARIJUANA RELATED OPERATIONS AND ACTIVITIES IN CERTAIN ZONES UNDER A CONDITIONAL USE PERMIT AND TO PROHIBIT THEM IN ALL OTHER ZONES NOT SPECIFICALLY NOTED AS BEING ALLOWED AS A CONDITIONAL USE.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

Ordinance #2771-2020: Acceptance of Private Property as Public Right-of-Way for a Public Street (Dominguez, LLC)

It being the date advertised for public hearing on the matter of Ordinance #2771-2020, 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.

CAPRON moved, PALOMO seconded, **THAT THE CITY COUNCIL ADOPT ORDINANCE #2771-2020, AN ORDINANCE ACCEPTING A PORTION OF DOMINGUEZ, LLC, PROPERTY CURRENTLY DESIGNATED AS ASSESSOR'S MAP #18S4711B, TAX LOT #1002, AS CITY OF ONTARIO STREET RIGHT-OF-WAY AS PART OF THAT PUBLIC STREET KNOWN AS SE 13TH STREET AND SE 5TH AVENUE, ON FIRST READING BY TITLE ONLY.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

CAPRON moved, PALOMO seconded, **THAT THE CITY COUNCIL WAIVE THE SECOND READING OF ORDINANCE #2771-2020, AN ORDINANCE ACCEPTING CERTAIN TERRITORY AS CITY OF ONTARIO STREET RIGHT-OF-WAY AND AS A PUBLIC STREET.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

HAND-OUTS

Minutes: *(Attached)*

County Court 12-30-2019; 01-06-2020; 01-29-2020; 02-05-2020

Public Works Committee 01-14-2020

Check Register: *(Attached)*

January 1 → February 14, 2020

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Adam Brown stated that the Marijuana Ad-Hoc Committee meeting scheduled for Wednesday night was cancelled to allow everyone to attend the Homelessness Forum at the Cultural Center, which would begin at 6pm.

Councilor Rodriguez asked if the Diversity Advisory Committee was going to cancel their meeting as well, or would it be a short meeting, to allow those folks to make the meeting at the Cultural Center.

Peter Hall, HR Director, stated DAC would be having a short meeting at 5:30pm.

- Mayor Hill stated he had received two calls regarding ordinance issues. He and the City Manager had already met and discussed what the appropriate action might be.

ADJOURN

CAPRON moved, CRUME seconded, **THAT THE MEETING BE ADJOURNED.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-yes; Justus-out; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

ACCEPTED:

ATTEST

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder



CITY COUNCIL WORK SESSION MINUTES March 5, 2020

The scheduled Work Session of the Ontario City Council was called to order by Mayor Riley Hill at 6:00 p.m. on Thursday, March 5, 2020, in the Council Chambers of City Hall. Council members present were Riley Hill, Marty Justus, Michael Braden, Norm Crume, Ramon Palomo, and Freddy Rodriguez. Dan Capron was excused.

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

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 March 3, 2020. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

JUSTUS moved, PALOMO seconded, **TO ADOPT THE AGENDA AS PRESENTED**. Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-out; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/1.

PUBLIC COMMENTS

Byron Shock, Ontario: I had a very positive interaction earlier today with Al from the Public Works Department. First, I called the Sergeant on duty because I keep seeing cars blow through the stop sign at Goodfellow Street and SE 1st Avenue, coming out of Waremart there. I see it just about every time that I'm in the vicinity there. I see at least one, sometimes two, and so the Sergeant on duty suggested that speak to Public Works about it. I have to say that within 45 minutes, I had requested that they follow up with me, within 45 minutes they had already come up with a plan for how to make that stop sign more visible and they plan on painting a stop line there on Monday at the stop sign, putting some flags up, barricade, stop ahead, whatever it takes. This is all very responsible. I just wanted to say what a wonderful interaction that was. It was Al that talked to in Public Works, and he talked to his supervisor, obviously, and they came up with a plan very quickly. It's really important that we remedy that because cars approaching from the West can see that stop sign, and they expect cars approaching from the South to be stopping. It's more dangerous right now than just not even having a stop sign there. That's being addressed, it's being addressed in a very timely manner, and I am most impressed, so I wanted to give kudos to Al and his supervisor, and the Sergeant on duty who's name I do not know. Thank you very much.

PRESENTATIONS

In the interest of time, Mayor Hill moved item "D" to the first item on the Presentations list.

Fire and Life Safety Reporting LIV (Attached)

Terry Leighton, Fire Chief, presented.

2018-2019 Annual Audit: Connected Professional Accountants, LLC (Attached)

Chelsea Hewitt, CPA, presented.



Great Futures Campaign: Boys & Girls Club of Western Treasure Valley (Attached)

Dana Castellani, CEO, presented.

Councilor Justus stated they were making progress towards their \$300K goal. At this end of the month, there would be a fundraiser called Shoot Out with the Chief. On the 31st, from 3-6pm, the club would be open for tours. At 5pm, the Chief was going to have a Nerf gun shooting alley set up, and anyone who wanted to challenge the Chief, could. The minimum donation was \$5. If the challenger one, the Chief paid the \$5; if the Chief won, the challenger paid the \$5. They also had an appointment at SRCI to ask that their staff consider the \$5 donation; he was also meeting with Raeshelle Meyer; and they were working on the hospital staff, so he believed they would get the necessary 5K people. Anything above the needed \$300K, could be used for better programs.

Mayor Hill read a proclamation into the record regarding the Great Futures Campaign: *Whereas, the Boys and Girls Club of Western Treasure Valley has been a part of the Ontario area community for 10 years; and whereas, the city recognizes the value of the Club's contribution to the Ontario community in creating healthier outcomes for our youth; and whereas, the city recognizes the value of the Club's contribution to the Ontario community in creating healthier outcomes for our youth; and whereas, the city would like to encourage our residents to participate in the Club's efforts to get 5,000 people to contribute \$5 per month; and whereas, the city desires to express its support for the Boys and Girls Club of Western Treasure Valley and for their Great Futures Campaign. Now, therefore, I, Mayor Riley J. Hill, Mayor of Ontario, do hereby proclaim March 2020 as a challenge to support the Western Treasure Valley's Boys and Girls Club's Great Futures Campaign.*

Attraction Study, Branding, and Way-Finding Update (Attached)

Dan Beyer and Andie Kelly, Trademark Design and Fabrication, presented.

Council consensus to submit the three options for the proposed new logo to the community for their input.

NEW BUSINESS**Housing Incentive Program: Rywest Homes Application**

Dan Cummings, Community Development Director, presented.

JUSTUS moved, PALOMO seconded, **THAT THE CITY COUNCIL APPROVE THE APPLICATION BY RYWEST HOMES AT 859 REITER DRIVE FOR THE ONTARIO HOUSING INCENTIVE PROGRAM IN THE AMOUNT OF \$10,000.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-out; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/1.

Programming of City Recreational Facilities

Adam Brown, City Manager, presented.

CRUME moved, BRADEN seconded, **THAT THE CITY COUNCIL APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ONTARIO RECREATION DISTRICT AND THE CITY OF ONTARIO FOR THE SCHEDULING OF RECREATION FIELDS AND FACILITIES.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-out; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/1.

Potential Action for Task Order Covering Design of pH Adjustment System for Wastewater Treatment Plant

Paul Woods, Jacobs Environmental Engineer, presented.

JUSTUS moved, BRADEN seconded, **THAT THE CITY COUNCIL APPROVE THE TASK ORDER FOR THE WASTEWATER TREATMENT PLANT PH ADJUSTMENT DESIGN FOR \$14,900 TO SATISFY NATIONAL POLLUTANT DISCHARGE ELIMINATION REQUIREMENTS.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-out; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/1.

Potential Action on Task Order for National Pollutant Discharge Elimination Permit Support

Paul Woods, Jacobs Environmental Engineer, presented.

CRUME moved, BRADEN seconded, **THAT THE CITY COUNCIL APPROVE THE TASK ORDER FOR DEQ PERMIT SUPPORT FOR \$30,000.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-out; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/1.

Potential Action on Task Order to Conduct Environmental Assessment Required for CDBG Application

Paul Woods, Jacobs Environmental Engineer, presented.

BRADEN moved, PALOMO seconded, **THAT THE CITY COUNCIL APPROVE THE TASK ORDER FOR ENVIRONMENTAL EVALUATION FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION FOR \$55,920.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-out; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/1.

Potential Action for Task Order Regarding NPDES Report Development

Paul Woods, Jacobs Environmental Engineer, presented.

CRUME moved, BRADEN seconded, **THAT THE CITY COUNCIL APPROVE THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REPORT DEVELOPMENT TASK ORDER FOR \$35,000.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-out; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/1.

PUBLIC HEARING**Community Development Block Grant Applications**

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

Paul Woods, Jacobs Environmental Engineer, presented.

Mr. Woods stated it was a requirement that the public notice that was published in the newspaper be read into the record, and noted that it had been published twice in both English and Spanish:

The city is eligible to apply for a 2020 Community Development Block Grant from the Business Oregon. Community Development Block Grant funds come from the U.S. Department of Housing and Urban Development. The grants can be used for public facilities and housing improvements, primarily for persons with low and moderate incomes.

Approximately \$12 million will be awarded to Oregon non-metropolitan cities and counties in 2020. The maximum grant that a city or county can receive for a public works project is \$2,500,000; the maximum amount for a community facilities project is \$1,500,000.

The city is preparing two applications for a 2020 Community Development Block Grant from the Business Oregon for #1 sanitary sewer conveyance improvements in the southwest quadrant of Ontario; and #2 Design/Construction of improvements to the Ontario Senior Citizen's Center. It is estimated that the sanitary sewer project will benefit at least 11,470 persons, of whom 58% will be low or moderate income. The senior center project is projected to benefit 75 persons, of whom at least 51% will be low- to moderate- income. If awarded, 100 percent of the grant funds will be used for either of these two projects.

A public hearing will be held by the city council at 6 pm on March 5th at Ontario City Hall 444 SW 4th Street Ontario, OR 97914. The purpose of this hearing is for the city council to obtain citizen views and to respond to questions and comments about: community development and housing needs, especially the needs of low- and moderate- income persons, as well as other needs in the community that might be assisted with a Community Development Block Grant project; and the proposed project.

Written comments are also welcome and must be received by 5 pm on February 27th at 444 SW 4th Street Ontario, OR 97914. Both oral and written comments will be considered by the city council in deciding whether to apply.

The location of the hearing is accessible to persons with disabilities. Please contact City Manager Adam Brown at (541) 889-7684 if you will need any special accommodations to attend or participate in the meeting.



More information about Oregon Community Development Block grants, the proposed project, and records about the City of Ontario's past use of Community Development Block Grant funds is available for public review at City Hall 444 SW 4th Street Ontario, OR 97914 during regular office hours. Advance notice is requested. If special accommodations are needed, please notify Adam Brown at (541) 889-7684 so that appropriate assistance can be provided.

Permanent involuntary displacement of persons or businesses is not anticipated as a result from the proposed project. If displacement becomes necessary, alternatives will be examined to minimize the displacement and provide required/reasonable benefits to those displaced. Any low- and moderate- income housing that is demolished or converted to another use will be replaced.

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

There was no Council action required on this matter; this Public Hearing was held to meet the legal requirements of the application process.

DEPARTMENT HEAD UPDATES

Financial Monthly Report (Attached)

Kari Ott, Finance Director, presented.

Fire & Rescue Quarterly Report (Attached)

Terry Leighton, Fire Chief, presented.

Community Development Quarterly Report (Attached)

Dan Cummings, Community Development Director, presented.

DISCUSSION ITEMS

Security at Marijuana Dispensaries

Councilor Rodriguez stated in light of the tragic event over the weekend, he wanted to discuss taking precautionary procedures moving forward. He could not ignore that these legally established dispensaries carried a type of "vibe" from the places where this market originally was established, which was an illicit market. He was not saying these places were going to continually attract this type of activity, but they did attract the demographics that could attract that type of activity. What occurred was a crossing of paths. Gang members did react that way. With the extension of Caldwell into Ontario, with the new dispensaries, with what the city was seeing now and potentially in the future, he knew the Chief had made decisions because there was the potential for retaliation, but those paths could still cross and retaliation could definitely occur. That was a traffic point for 300,000 people. He wanted to discuss maybe see about the city implementing some type of requirement to have the dispensaries have a security officer during operating hours. It would be similar to what banks were doing, so not carrying a gun, but a security presence. If there was interest, he'd like to send it to the Marijuana Ad-Hoc Committee to have them wrangle with it.

Councilor Justus asked if there had been a pattern of calls to the dispensaries since Chief Romero had been employed by the city? Did the Chief believe security was a necessary measure, and that the Council should mandate that for the dispensary locations?

Chief Romero stated it wasn't a pattern, but there were isolated incidents and unique responses. In his professional opinion, any significant event that posed a public risk, there should be some type of local ordinance that required some type of security feature, for any type of business or gathering.

Mr. Sullivan stated Oregon State Law allowed cities to regulate the time, place, and manner of the operation of these businesses. Manner of operation would include having sufficient employees to ensure violence didn't occur on site. With a little work, it would be easy to justify requiring the presence of additional security at these businesses, if that was something the Council wanted to require. Having one or more security employees on staff would be a substantial increase in the expenses of the business, but that fallout was something the Council would have to deal with.



Councilor Rodriguez stated this was purely a preventive measure. He was not saying it was going to get bad, but they were already seeing incidents at all three establishments.

Mayor Hill stated he was not sure that having security would have changed the outcome of the latest incident. There was security at the hospital, and someone was stabbed; another incident was at Pilot, where an individual had their throat slit. He knew that they would be going back to the legislature again, to ask for more money, and that they would tell them that these incidents deserved more police protection, and that if they implemented this *now*, the legislature could say “problem solved”. However, he had no problem sending this to the Ad-Hoc Committee for discussion.

Council consensus to send this issue to the Ad-Hoc Committee for discussion.

HAND-OUTS

Department Stats: *(Attached)*

Fire & Rescue: Feb 2020

Public Works: Feb 2020

Police: Feb 2020

Code Enforcement: Feb 2020

Minutes: *(Attached)*

County Court: 02-12-2020; 02-19-2020

EXECUTIVE SESSION

Executive Session: ORS 192.660(2)(h)

An executive session was called at 8:30 p.m. under provisions of ORS 192.660(2)(h) to discuss current or potential litigation. The Council reconvened into regular session at 8:45 p.m.

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Councilor Crume had a citizen ask/complain that the city’s policy for figuring the sewer rates by using November through March, when irrigation was not being done, was not considering people that irrigated in March. The citizen stated he would be irrigating in March, but March was included in the sewer rate calculations. The citizen believe it was unfair to individuals who started irrigating early, as that would increase their sewer rates because of that. In his opinion, if the calculations removed the month of March, staff should be able to determine an equitable rate that wouldn’t affect anyone irrigating either early or late. Could that be looked into?

ADJOURN

CRUME moved, JUSTUS seconded, **THAT THE MEETING BE ADJOURNED**. Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-out; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/1.

ACCEPTED:

ATTEST

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder





**AGENDA REPORT
CONSENT AGENDA
March 17, 2020**

To: Mayor and City Council

FROM: Daniel Beaubien, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: MODULAR LEASE FRAZIER AVIATION, LLC

DATE: March 11, 2020

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE LEASE AS WRITTEN FOR THE MODULAR UNIT AT THE ONTARIO MUNICIPAL AIRPORT.

SUMMARY:

Approving the new lease will allow the conditional use permit to be extended for a maximum of one full year allowing the Treasure Valley Community College flight school to continue operations.

BACKGROUND:

The modular unit was put in place to provide space at the airport for Treasure Valley Community College flight school operations. This was short term solution created by a lack of hangar and classroom space.

CURRENT SITUATION:

The conditional use permit granted by the City of Ontario expires March 20, 2020. A new lease is needed to extend the CUP.

ANALYSIS:

- A. **STRATEGIC PLAN** Granting of the new lease, and thus extending the CUP, allows planning time to find solutions to the lack of space at the airport such as hangar and classroom space needed to grow the flight program.
- B. **FINANCIAL** Continuing the lease means an uninterrupted revenue source for the city.
- C. **TIMING** The time constraints written into the current lease will allow the CUP to expire if not acted upon before the 20th day of March, 2020.

- D. **POLICY/LEGAL** The impact on the TVCC flight program would be detrimental to the college.

ALTERNATIVES:

The city could choose not to grant the lease as written.

RECOMMENDATION:

Staff recommends that the lease be approved for the continuance of the flight program.

ATTACHMENTS:

1. Frazier LLC Ground Lease-2020 (1)
2. FBO FLIGHT SCHOOL LEASE (MARCH 2020)
3. Modular Exhibit A map
4. modular ins. 2019



**LEASE AGREEMENT
Ground Lease
Frazier Aviation, LLC**

THIS AGREEMENT made and entered into this **20th** day of **March, 2020**, by and between the **City of Ontario, Oregon, a municipal corporation**, hereinafter referred to as "Landlord" and **Frazier Aviation, LLC**, an Oregon limited liability company, hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property known and operated as the Ontario Municipal Airport; and

WHEREAS, Tenant desires to lease certain real property consisting of bare ground at the Ontario Municipal Airport.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein it is agreed as follows:

- 1) Landlord leases to Tenant and Tenant leases from Landlord the real property ("the Property") described in Exhibit "A," attached hereto and by this reference incorporated herein, plus the common areas of the Airport available to Tenant and others on a nonexclusive basis for a period of **ONE (1) year**, commencing on **March 20, 2020**. Any extension of the lease beyond that term must be set forth in a writing signed by both parties.
- 2) Tenant shall pay to the Landlord as yearly rent the sum of **FIFTEEN CENTS (15.44¢)** cents per square foot of the Property, subject to the rights of Landlord to escalate said rental amount as more specifically provided for hereinafter in paragraph 3. The parties hereto covenant and agree that the total area of the Property is **4,222 square feet** for the purposes of determining the annual rent herein. The annual rental amount of **\$651.88** shall be paid on or before the **15th day of August each year and is payable each year in advance**.
- 3) It is mutually understood and agreed between the parties hereto that the rental amount may be adjusted upward or downward annually in the sole discretion of the Common Council of the City of Ontario. Any increase in rent shall not exceed the percentage increase in the Consumer Price Index for Oregon for the previous year.
- 4) The Property shall be used solely for the following purposes: for parking, for the installation of a modular building at Tenant's expense, and for storage
- 5) Any construction of a modular building or other improvements on the Property shall be completed solely with Tenant's labor and at Tenant's expense. Any construction or improvements made on the Property by Tenant must be approved in writing by Landlord prior to commencement of either and must be constructed and operated in conformity with all ordinances and regulations of the City.

- 6) The Tenant will keep and maintain all structures on the leased property in a constant state of good repair, and will refrain from storing any airplane parts, equipment, or debris outside buildings and will keep the premises in a clean, slightly condition. It is mutually understood and agreed between the parties hereto that the designated Airport Authority of the City of Ontario shall have the right to inspect the premises periodically. In the event the Airport Authority of the City of Ontario deems any structure upon the leased premises not to be in compliance with any applicable statute, ordinance, rules or regulation or this agreement the Tenant agrees to correct such non-complying item at the Tenant's sole expense not later than 30 days after receiving notice from the City, unless the Landlord agrees to an extension beyond 30 days.
- 7) The Tenant shall not use the Property for any purposes other than those authorized herein without the written consent of the Landlord.
- 8) The Landlord reserves the right to further develop the airport or landing area of the airport as it sees fit.
- 9) The Landlord reserves the right, but not the obligation, to maintain and keep in repair the landing area of the airport and all public facilities of the airport.
- 10) A. This lease shall be subordinate to the provisions of any existing or future agreement between the Landlord and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.
- B. Without permission from the Landlord, Tenant placed a modular building on the Property prior to the negotiation of this Lease. The pre-existing design plan for the Airport reserves a portion of the Property for a new hangar. If, prior to the expiration of the lease, the Landlord determines that there is a need to construct the hangar on the Property in accordance with the Airport design plan, the Landlord may terminate the lease upon 60 days written notice to Tenant and require Tenant to remove the modular building from the Property.
- 11) Except with respect to activities for which the Landlord is responsible, the Tenant shall pay as due all claims for work done on and for services rendered or material furnished to Property and shall keep the Property free from any liens. If Tenant fails to pay such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 12% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.
- 12) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as Landlord's property interests are not jeopardized. If a lien is filed as a result of non-payment, Tenant shall, within ten days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or a sufficient corporate surety bond or other security satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

13) The Tenant shall obtain Commercial General Liability Insurance in a responsible company, with limits of \$1,000,000 each occurrence with a \$2,000,000 General Aggregate. The Tenant shall obtain Commercial General Liability Insurance in a responsible company, with limits of \$1,000,000 each occurrence with a \$2,000,000 General Aggregate. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased premises whether or not related to an occurrence caused or contributed to by Landlord's negligence, shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under the provisions of the indemnification paragraph contained herein, and shall protect Landlord and Tenant against any and all claims of third persons. **Tenant is required to provide a copy of current insurance coverage to the city.**

For purposes of compliance with this section, the Landlord may provide sufficient insurance, naming the tenant as an additional insured. Should the Landlord be unable to obtain liability and property damage insurance which provides adequate coverage, the Tenant shall be responsible for such coverage as specified above. In the event the Landlord provides said insurance, Landlord makes no representations, warranties or assurances that said coverage is adequate for the purposes of protecting Tenant. The purpose of said insurance is solely for the protection of Landlord and nothing in this paragraph is intended to waive the limits as established in the Oregon Tort Claims Act, ORS 30.260 et seq., as it applies to Landlord.

Should the Landlord be required to pay additional or increased rates, the Landlord shall have a right to surcharge the Tenant in an amount in excess of the annual rental rate as defined in Section 3 of this agreement sufficient to reimburse the Landlord.

14) No part of the Property may be assigned to any third person without the prior written consent of the Landlord. This provision shall apply to all transfers by operation of law and to transfers to and by trustees in bankruptcy, receivers, administrators, executors and legatees. No consent in one instance shall prevent the provision from applying to a subsequent instance. The Landlord shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstances.

15) The following shall be events of default:

a) Failure of Tenant to pay any rent or other charge within thirty (30) days after it is due.

b) Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within fifteen (15) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied with the fifteen (15) day period, this provision shall be complied with if Tenant begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good-faith to effect the remedy as soon as practicable.

c) Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; and adjudication that Tenant is

bankrupt or the appointment of a receiver of the properties of Tenant; the filing of an involuntary petition of bankruptcy and failure of the Tenant to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levy of execution on the leasehold interest and failure of the Tenant to secure discharge of the attachment or release of the levy of execution within thirty (30) days. If Tenant consists of two (2) or more individuals or business entities, the events of default specified in this paragraph shall apply to each individual unless within thirty (30) days after an event of default occurs the remaining individuals produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

16) In the event of a default, the lease may be terminated at the option of the Landlord by notice in writing to Tenant. The notice may be given before or within thirty (30) days after the running of the grace period for default and may be included in a notice of failure of compliance given under the provisions of paragraph 15(b) above set forth. If the property is abandoned by Tenant in connection with a default, termination shall be automatic and without notice.

17) If the lease is not terminated by election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default.

18) If the lease is terminated for any reason, Tenant's liability for damages shall survive such termination, and Tenant shall vacate the property immediately and shall remove all improvements and buildings constructed on the leased premises and shall perform any necessary clean-up or other work required to lease the property in its original condition. Any improvements not removed within ninety (90) days after the termination of this agreement shall become the property of the Landlord. Landlord may re-enter, take possession of the premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without the liability for damages.

19) The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

20) Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

21) If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to the costs such sum as the court may adjudge reasonable as attorney fees, including attorney fees upon appeal.

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

To Landlord: City of Ontario
444 SW 4th Street
Ontario, Oregon 97914

To Tenant: Frazier Aviation, LLC
581 SW 33RD Street
Ontario, OR 97914

or to such other address as may be specified from time to time by either of the parties in writing.

23) Subject to the above-stated limitation on transfer of Tenant's interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

24) If the Tenant fails to perform any obligation under this lease, the Landlord shall have the option to perform Tenant's obligation after fifteen (15) day's written notice to the Tenant. All the Landlord's expenditures to correct the default shall be reimbursed by the Tenant on demand with interest at the rate of 12% per annum from the date of expenditure by the Landlord.

25) In construing this lease, it is understood that the Landlord or Tenant may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

26) IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date and year first above written.

LANDLORD:
CITY OF ONTARIO, OREGON
By:

ATTEST

Riley Hill, Mayor

Tori Barnett, MMC, City Recorder

TENANT:
FRAZIER AVIATION, LLC
By:

Tommy Frazier, Member

FBO FLIGHT SCHOOL BUILDING LEASE

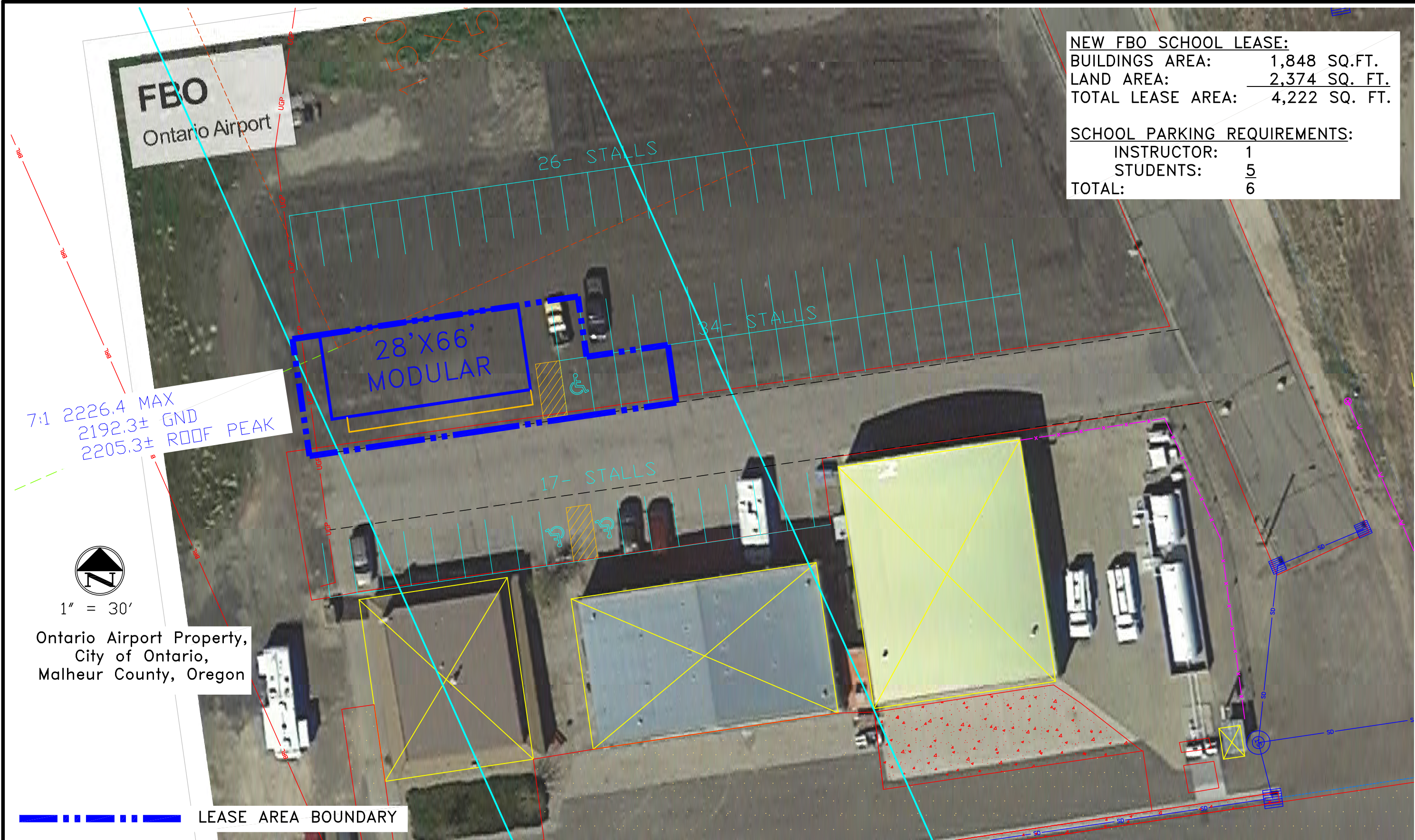


Exhibit "A"

Hanger Lease



City of Ontario
Municipal Airport,
Malheur County,
Oregon

CERTIFICATE OF INSURANCE

This certificate is given as a matter of information only and confers no rights upon the certificate addressee.

Date: April 5, 2019

This is to certify to:

Epic Aviation LLC
PO Box 12249
Salem, OR 97309

That the following policy has been issued to:

FRAZIER AVIATION, LLC
581 SW 33RD ST
ONTARIO, OR 97914

Policy No. 16000809 issued by one or more member companies of Global Aerospace Pool through Global Aerospace, Inc.
Policy Period: from April 3, 2019 to April 3, 2020

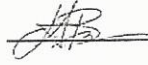
AVIATION GROUND OPERATIONS LIABILITY

<u>Coverages</u>	<u>Limits of Liability</u>
Each Occurrence Limit	\$3,000,000
Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit (Any One Person)	\$5,000
Personal and Advertising Injury Aggregate Limit	\$3,000,000
General Aggregate Limit (Other than Products-Completed Operations and Hangarkeepers)	Not Applicable
Products-Completed Operations Aggregate Limit	\$1,000,000
Hangarkeepers' Each Accident Limit	\$300,000
Hangarkeepers' Each Aircraft Limit	\$100,000

The WHO IS AN INSURED section of the policy has been amended to include the certificate addressee as an insured, but only with respect to liability for injury, damage or loss to which the insurance afforded by the policy applies caused by the Named Insured's acts or omissions.

Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. This certificate does not amend, extend or otherwise alter the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.

GLOBAL AEROSPACE, INC.

BY: 



Certificate No. 1486535935



**AGENDA REPORT
OLD BUSINESS
March 17, 2020**

To: Mayor and City Council

FROM: Betsy Roberts, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: **PROPOSED ACTION ON SE 2ND STREET PROJECT AMENDMENT BETWEEN CITY AND OREGON DEPARTMENT OF TRANSPORTATION**

DATE: March 12, 2020

PROPOSED MOTION:

I MOVE THE CITY COUNCIL AUTHORIZE SIGNATURE OF AMENDMENT NUMBER 1 TO THE MULTIMODAL TRANSPORTATION ENHANCEMENT PROGRAM LOCAL AGENCY AGREEMENT #30860 BETWEEN THE CITY OF ONTARIO AND THE STATE OF OREGON FOR THE SE 2ND STREET PROJECT.

SUMMARY:

The actual bid cost of the SE 2nd Street project came in higher than the originally developed project cost estimate which was created over 5 years ago. As such, the original Local Agency Agreement indicating the match split between the City and the State is no longer accurate. The amendment rectifies that inaccuracy.

BACKGROUND:

The State of Oregon (Department of Transportation - ODOT) and the City entered into a Local Agency Agreement in the fall of 2019 for the completion of the SE 2nd Street project (the construction portion). This project is funded to through Federal grant funding and City match. The project has been in development since late 2013, moving from conceptual design to preliminary design to final design. The project was finally bid in the fall of 2019. The bids came in significantly higher than the original project concept. The project concept had been modified several times to a much smaller footprint to better fit anticipated increases in cost.

CURRENT SITUATION:

The attached Amendment Number 1 modifies the existing agreement to accurately reflect the costs to both the City and the State (Federal Funding).

ANALYSIS:

- A. **STRATEGIC PLAN** This project reflects most directly on the Growth and Livability goals of the Strategic Plan. The new pavement section will better support the increased agricultural traffic - heavy truck loads. At the same time, the project provides new sidewalks the entire length of the project, improving the aesthetics and safety of the neighborhood.
- B. **FINANCIAL** Original Cost split:
Total Project Budget: \$3,439,058
State (Federal Funds): \$2,893,500
City: \$545,558
- New Cost split covered under Amendment:
Total Project Budget: \$4,061,390.27
State (Federal Funds): \$3,390,238.53
City: \$671,151.74
- The City has already paid \$550,856.78, and owes \$120,294.96. This money has been and will come out of the Fund Exchange dollars that come in from the State, so will NOT impact the City's budget.
- C. **TIMING** Timing is critical. In order to keep this project moving and receive the grant funding, Amendment Number 1 needs to be signed as soon as possible.
- D. **POLICY/LEGAL** This item requires Council approval.

ALTERNATIVES:

By not authorizing signature, the State would have to stop the project.
By authorizing signature, the State can move forward with the project.

RECOMMENDATION:

Staff recommends authorizing signature of Amendment Number 1 to the Local Agency Agreement between the State of Oregon and the City.

ATTACHMENTS:

1. 30860_amend_01_SE_2nd_St_Ontario_rev_030320 final_ (003) (1)

**AMENDMENT NUMBER 01
LOCAL AGENCY AGREEMENT
MULTIMODAL TRANSPORTATION ENHANCE PROGRAM (MTEP)
(Match only)**

Project Name: SE 2nd Street: SE 12th Avenue - SE 5th Avenue Ontario

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and City of Ontario acting by and through its elected officials, hereinafter referred to as "Agency," entered into on and Amendment Number

It has now been determined by State and Agency that the Agreement referenced above shall be amended to change Project name, scope, funding and contact information.

1. Effective Date. This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. Amendment to Agreement.

a. Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall be hereinafter referred to "Revised Exhibit A."

b. The name of the Project has been changed from SE 2nd Street: SE 14th Avenue – E Idaho Avenue Ontario to SE 2nd Street: SE 12th Avenue - SE 5th Avenue Ontario.

c. RECITALS, Paragraph 3, Page 1, which reads:

3. Agency has agreed that State will oversee the reconstruction of SE 2nd Street from SE 14th Avenue to E. Idaho Avenue in Ontario on behalf of the Agency.

Shall be deleted in its entirety and replaced with the following:

3. Agency has agreed that State will oversee the reconstruction of SE 2nd Street from SE 12th Avenue to SE 5th Avenue in Ontario on behalf of the Agency.

d. TERMS OF AGREEMENT, Paragraphs 1 and 2, Page 2, which reads:

1. Under such authority, Agency and State agree to State reconstructing SE 2nd Street from SE 14th Avenue to E Idaho Avenue in Ontario, on behalf of Agency, hereinafter referred to as "Project" and is further defined below. The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

2. The Project Description and Deliverables are as follows:

a. Description: Reconstruct approximately 3,100 feet of roadway to current collector standards with a pavement section adequate for industrial truck traffic, including

bike lanes and sidewalks.

- 14th Ave. – 9th Ave.: 14-foot travel lanes, 6-foot bike lanes, curb, gutter, and 6-foot sidewalks on both sides. Add storm drainage system to connect to existing system. Realign existing intersection at S.E. 9th Avenue to improve safety.
- 9th Ave. – 5th Ave.: 12-foot travel lanes, 5-foot bike lanes, and 8-foot parking on both sides. Curb, gutter, 7.5-foot landscaped buffer strip with street trees ,and 6-foot sidewalks on both sides.

b. Deliverables:

- Plans, specifications and contract bid documents for the subject Project above, and delivery of the construction Project.
- Agency shall retain jurisdictional control of SE 2nd Street, SE 14th Avenue and that portion of East Idaho Avenue within Agency Right of Way. The Agency upon completion of the Project and at their own expense and will operate these streets at a minimum level that is consistent with normal depreciation and service demand.
- State is responsible for all preliminary construction engineering which includes design, administration, construction, and right of way.
- The State will acquire all needed right of way for the reconstruction of roadway and installation of sidewalks; upon completion of the Project State shall transfer to Agency any property no longer needed for transportation purposes. Agency agrees to accept maintenance and jurisdiction of these transferred properties.

Shall be deleted in its entirety and replaced with the following:

1. Under such authority, Agency and State agree to State reconstructing SE 2nd Street from SE 12th Avenue to SE 5th Avenue, on behalf of Agency, hereinafter referred to as "Project" and is further defined below. The location of the Project is approximately as shown on the map attached hereto, marked "Revised Exhibit A," and by this reference made a part hereof.
2. The Project Description and Deliverables are as follows:
 - a. Description: State shall Reconstruct SE 2nd Street from SE 12th Avenue to SE 5th Avenue to current collector standards with a pavement section adequate for industrial truck traffic, including bike lanes and sidewalks. From SE 12th Avenue to SE 9th Avenue the sidewalk will be on the east side only.
 - b. Deliverables:

As part of this Project State shall be responsible for the following:

- Plans, specifications and contract bid documents for the subject Project above, and delivery of the construction Project.
- Agency shall retain jurisdictional control of SE 2nd Street, SE 12th Avenue and that portion of SE 5th Avenue within Agency Right of Way. Upon completion of the Project and at its own expense, Agency shall maintain these streets at a minimum level that is consistent with normal depreciation and service demand.
- State is responsible for all preliminary construction engineering which includes design, administration, construction, and right of way.

e. TERMS OF AGREEMENT, Paragraphs 4 and 5, Page 3, which read:

4. The Project shall be conducted as a part of the Multimodal Transportation Enhance Program (MTEP) with funds provided under Title 23, United States Code and may include a combination of federal and state funds. The Total Project Cost is estimated at \$3,439,058.00, which is subject to change. MTEP funding for this Project shall be limited to \$2,893,500.00. Agency shall be responsible for all remaining costs, including the 10.27 percent match for all eligible costs, any non-participating costs, and all costs in excess of the available federal or state funds.
5. The Funding Ratio for this Project is 84.14% of MTEP funds to 15.86% Agency funds and applies to Project Underruns. The Funding Ratio for this Project does not apply in the case of Project Overruns.

Shall be deleted in its entirety and replaced with the following:

4. The Project shall be conducted as a part of the Multimodal Transportation Enhance Program (MTEP) with funds provided under Title 23, United States Code and may include a combination of federal and state funds. The Total Project Cost is estimated at \$4,061,390.27, which is subject to change. MTEP funding for this Project shall be limited to \$3,390,238.53. Agency shall be responsible for all remaining costs, including the 10.27 percent match for all eligible costs, any non-participating costs, and all costs in excess of the available federal or state funds.
5. The Funding Ratio for this Project is 83.47% of MTEP funds to 16.53% Agency funds and applies to Project Underruns. The Funding Ratio for this Project does not apply in the case of Project Overruns.

f. TERMS OF AGREEMENT, Paragraph 21, Page 5, which reads:

21. State Contact for this Agreement is Sean Maloney, Local Agency Liaison, 1390 SE 1st Ave, Ontario, OR 97914, Phone:(541) 823-4025, Email: Sean.Maloney@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Shall be deleted in its entirety and replaced with the following:

21. State Contact for this Agreement is Mike Barry, Local Agency Liaison, 3012 Island Avenue, La Grande, Oregon 97850. Phone:(541) 963-1353, Email: michael.p.barry@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

g. Terms of Agreement Paragraphs 18 through 22, shall be hereinafter re-numbered as Paragraphs 21 through 25.

h. Insert new Terms of Agreement Paragraphs 18, 19 and 20, to read as follows:

18. Americans with Disabilities Act Compliance:

- a. When the Project scope includes work on sidewalks, curbs, curb ramps, bike lanes, gutters, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
- i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form; and
 - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for

each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- b. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, bike lanes, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - c. Maintenance obligations in this section shall survive termination of this Agreement.
19. By signing this Federal-Aid Agreement Agency agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. If, in the preceding fiscal year, Agency received more than 80% of its gross revenues from the federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Agency shall report the total compensation and names of its top five executives to State. Agency shall report said information to State within 14 calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "B".
20. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels

transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.

i. Insert new Exhibit B, as attached to this amendment.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications 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.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program, (Key #18900) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE TO FOLLOW

CITY OF ONTARIO, by and through its
elected officials

By _____
Mayor (or other assigned designee)

Date _____

By _____
City Recorder (or other assigned
designee)

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY** (If required in Agency
process)

By _____
Agency Counsel

Date _____

Agency Contact:

Adam Brown, City Manager
City of Ontario
444 SW 4th Street
Ontario, Oregon 97914
Phone: (541) 889 -7684
Email: adam.brown@ontariooregon.org

State Contact:

Michael Barry, Local Agency Liaison
Oregon Department of Transportation
3012 Island Avenue
La Grande, Oregon 97850
Phone: (541) 963 -1353
Email: Michael.p.barry@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
State Right of Way Manager

Date _____

By _____
Region 5 Manager

Date _____

By _____
Region 5 Right of Way Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date: _____

Revised Exhibit A

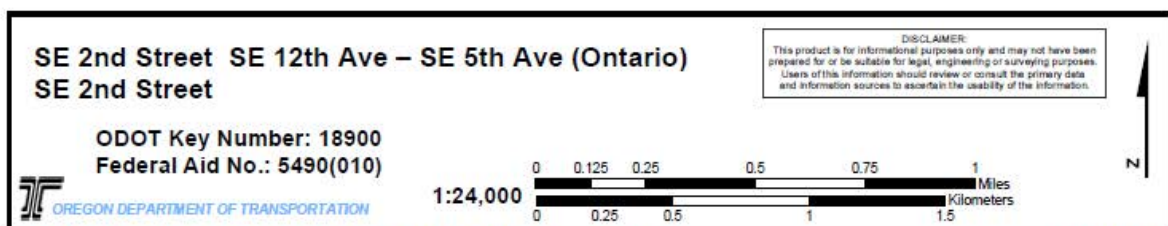
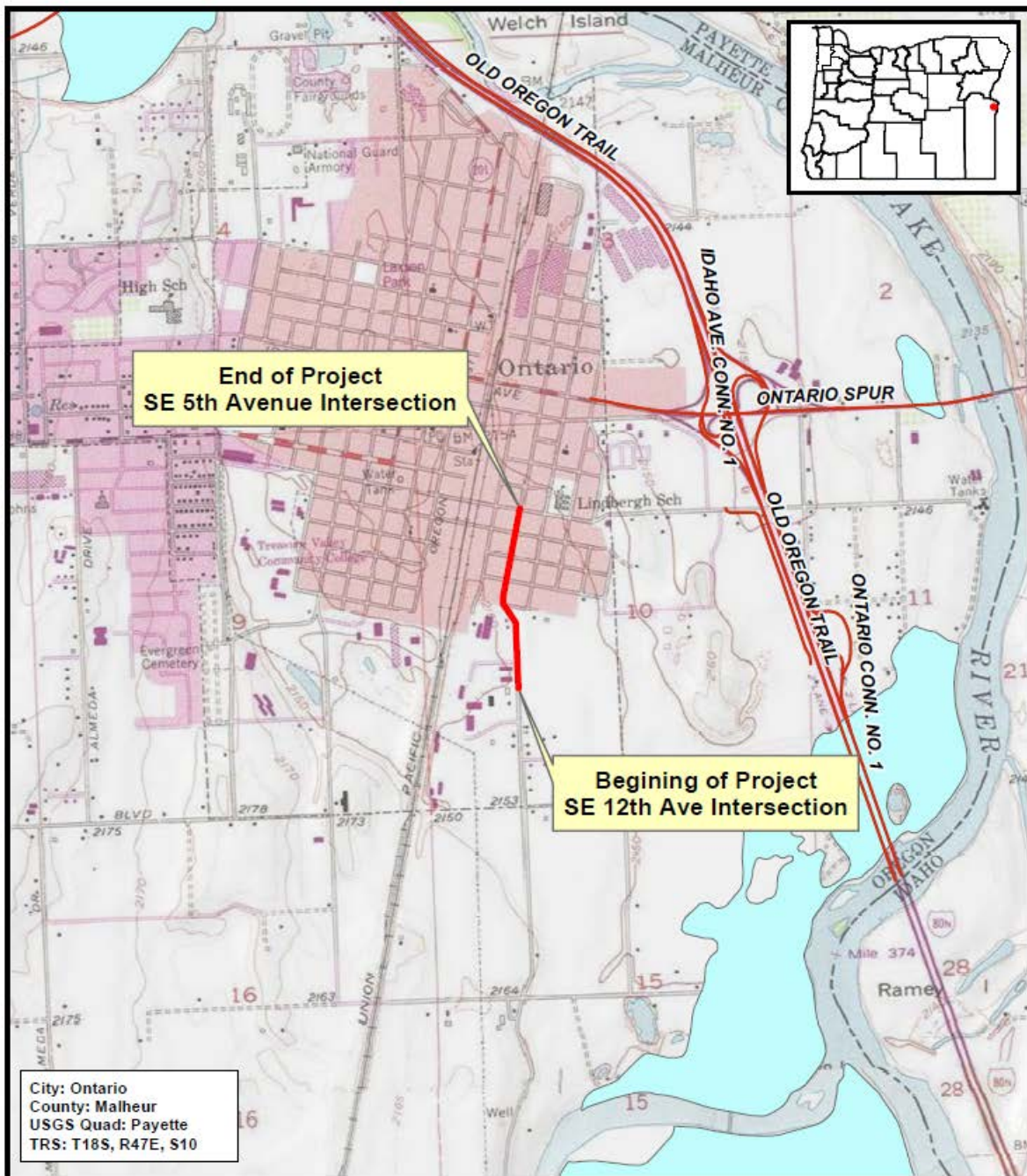


EXHIBIT B

Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting

(For purposes of this Exhibit, references to "your organization" shall mean "Agency" and references to "ODOT" shall mean "State.")

The Oregon Department of Transportation (ODOT) is required to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000,000. Your organization will enter into an agreement with ODOT where the funding source is a federal grant with a subrecipient relationship. Your organization is required to submit the information below to the Oregon Department of Transportation within fourteen calendar days of execution of the Agreement and annually thereafter, if applicable. (See the following page for further details.)

Legal entity name: _____

Data Universal Number System (DUNS) number: _____

Executive compensation

Executive compensation information is also required to determine whether or not the following information must be reported in FSRS:

- a. In your organization's previous fiscal year, did your organization receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)
☐ Yes ☐ No If "yes," proceed to b. If "no," no further action is required and submittal of this form is not required.
- b. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
☐ Yes ☐ No If "yes," provide a link to the SEC: <http://www.sec.gov> where this information is located and return form to the ODOT contact shown at the bottom of this form.
Provide link here:

If "no," provide compensation information below.

Names and annual compensation amounts of the five most highly compensated executives:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Business entity contact information (person completing form):

Type name	Title	Date
-----------	-------	------

Return completed form to: Jeff Flowers, Program and Funding Services Manager; Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301; Jeffrey.A.FLOWERS@odot.state.or.us

Background on FFATA requirements

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of the Act is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

Definition of compensation

Your organization is considered a subrecipient of federal funds. Unless your organization is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in 2 CFR Part 170, Section 170.330(b)(5)(vi).

More detailed information about the FFATA can be found at:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

If you have any questions, contact:

Jeff Flowers
Program and Funding Services Manager
Oregon Department of Transportation
555 13th Street NE
Salem, OR 97301
Jeffrey.A.FLOWERS@odot.state.or.us
Telephone: 503-986-4453



**AGENDA REPORT
OLD BUSINESS
March 17, 2020**

To: Mayor and City Council

FROM: Terry Leighton, Fire Chief

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2020-108: AGREEMENT WITH LIFE SAFETY INSPECTION VAULT (LIV)**

DATE: March 13, 2020

PROPOSED MOTION:

I MOVE THE CITY COUNCIL ADOPT RESOLUTION #2020-108, A RESOLUTION ENTERING AN AGREEMENT ALLOWING LIFE SAFETY INSPECTION VAULT TO PROVIDE AN INSPECTION, DATA COLLECTION AND REPORTING PROGRAM FOR THE CITY OF ONTARIO.

SUMMARY:

Commercial businesses are required by the Oregon Fire Code to have inspections on fire and life safety systems. These are completed by a third party and are then sent to the fire department. Ontario Fire and Rescue would like to work together with Life Safety Inspections Vault to track the needed inspections, collect the data, and then provide the results to the department. This will greatly enhance the fire protection systems in the city.

BACKGROUND:

Currently, there are many businesses not getting inspections done at all. Of those who do, only a few of the inspection companies are sending in the results to the fire department. There needs to be better compliance by the businesses to have these required inspections conducted and the reports filed to improve fire prevention in the city.

CURRENT SITUATION:

Nationally many companies are using a company like LIV to assist with compliance and record keeping of the fire and life safety systems. There have been companies doing this type of service for many years in other states. LIV is a somewhat local company, being from Idaho, who has agreements with numerous other cities in the area. It will be beneficial to have the business near-by to assist with any issues that may arise. This program will improve fire prevention and data storage greatly.

ANALYSIS:

- A. **STRATEGIC PLAN** Lifestyle --This type of systems program will work with community businesses, the third party businesses, and the fire department to enhance the quality of life for the businesses. This will improve the safety for the community and maintain the structures and financial values.
- B. **FINANCIAL** There is no cost to the city for this program. The third party inspection companies will pay LIV \$15.00 for each inspection. LIV will do the followup letters and provide the data to the fire department.
- C. **TIMING** The program is ready to start and being used by many other local cities. The third party inspection companies are already using this program in neighboring cities.
- D. **POLICY/LEGAL** City Attorney Larry Sullivan has reviewed the program and master agreement, and indicated no issues with the proposal.

ALTERNATIVES:

The alternative would be to keep doing exactly what the department is currently doing, which results in minimal data collection and few inspections and follow up completed.

RECOMMENDATION:

Staff recommends the Council approve Resolution #2020-108.

ATTACHMENTS:

- 1. Reso #2020-106 Three year Master Agreement w LIV
- 2. Ontario - LIV Master Service Agreement



RESOLUTION #2020-108

A RESOLUTION TO SIGN THE MASTER SERVICES AGREEMENT WITH LIFE SAFETY INSPECTION VAULT TO PROVIDE THIRD PARTY INSPECTION PROGRAM AND DATA COLLECTION AND REPORTING FOR THE CITY OF ONTARIO

- WHEREAS,** Commercial buildings are required to get periodical inspections done on fire and life safety systems; and
- WHEREAS,** These inspections are to be done by a third party company; and
- WHEREAS,** The inspection companies are required by code to provide the Fire Department with a copy of the testing results; and
- WHEREAS,** Life Safety Inspection Vault will maintain the inspection records, and notify the commercial owners and tenants of any deficiencies, and notify the owners or tenants prior to the next required inspection; and
- WHEREAS,** There is no cost to the city. The inspection companies will pay Life Safety Inspection Vault to collect, store, and report this data to the Fire Department.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council to sign the Master Services agreement for a three year term with Life Safety Inspection Vault to perform this reporting process.

EFFECTIVE DATE: Effective April 1, 2020.

PASSED AND ADOPTED by the City Council of the City of Ontario this 17th day of March, 2020, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 17th day of March, 2020.

ATTEST

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("**Agreement**"), dated April, 1 2020 ("**Effective Date**"), is between Life Safety Inspection Vault LLC, an Idaho limited liability company ("**LIV**"), and Ontario Fire Department, with a principal place of business at 444 SW 4th St. Ontario, OR 97914 ("**Client**"). The term "**Agreement**" means, collectively, this Agreement, the applicable Registration Form(s), the applicable SOW(s), and any operating rules, policies, and procedures that LIV may publish from time to time. LIV and Client agree as follows:

1. **ENGAGEMENT ; SERVICES; DUTIES**

Engagement. Subject to the terms and conditions of this Agreement, Client engages LIV to provide Client with web-based management of the Client's fire safety system permitting (collectively, the "**Services**"). LIV will provide the Services through LIV's proprietary web-based application that will allow the Client to track and drive code compliance, reduce false alarm activity, and provide a safer community (the "**Vault**"). The Vault provides a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems can submit their reports via LIV's web application directly to the Client, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. As part of the Services, LIV provides a proactive service, in addition to the Vault, that includes hard and soft copy notifications sent to building owners and follow up phone calls to help increase testing and maintenance activity within the jurisdiction. Client will specify the Services it wishes LIV to provide by executing a Statement of Work ("**SOW**") substantially in the form attached as Exhibit A to this Agreement. If LIV agrees to provide those Services, LIV will countersign that SOW and will provide the indicated Services to Client under the terms and conditions of this Agreement. The term "Services" includes those items described above as well as any other items described on each SOW.

Designation of Key Personnel. LIV's "**Representative**" is Cole Harding, phone: 208-241-6189, e-mail: Cole.harding@livsafe.com. The Client's "**Representative**" is Chief Terry Leighton, phone: (541)881-3230, e-mail: terry.leighton@ontariooregon.org. Client and LIV will each use best efforts to keep the same key personnel assigned to this engagement through-out the Term. If it becomes necessary for LIV to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described in this Agreement.

LIV's Responsibilities. LIV shall fully and timely provide all deliverables described in this Agreement and in each SOW in material compliance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations (collectively, "**Laws**"). LIV will provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in each accepted SOW. If the need arises for LIV to perform services beyond those stated in a particular SOW, LIV and the Client shall negotiate mutually agreeable terms and

compensation for completing the additional services. LIV shall coordinate an annual business review meeting with representatives designated by each party either via a teleconference or in person within 60 days before each anniversary of the Effective Date. Client may request that these meetings occur more frequently.

Client's Responsibilities. Client's Representative will be responsible for exercising general oversight of LIV's activities in completing each SOW. Specifically, the Client's Representative will represent the Client's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by LIV, and shall approve all invoices for payment, as appropriate. The Client's Representative shall give LIV timely feedback on the acceptability of progress and task reports.

2. COMPENSATION

Management Fee.

2.1.A. Unless a certain report type is noted as an exception on the applicable SOW (each, an "**Exception**"), Liv will collect and retain a fixed fee of \$15.00 US for each system inspection submitted (the "**Fixed Fee**"). The Fixed Fee for any Exceptions will not exceed \$15 per report. The parties will meet and review the Fixed Fee on or about each anniversary of the Effective Date.

2.1.B. As part of the Services, LIV will collect all fees due and payable by third party inspectors in connection with activities relating to Vault and the Services, plus any additional fees that Client charges in connection with the activities relating to the premises in question (the "**Inspection Fees**"). The Inspection Fees will be determined solely by Client. If Client elects under the applicable SOW, it may add an administration fee to the Inspection Fees charged to the Client's customers. If so, LIV will collect that administration fee in addition to the Inspection Fees.

2.1.C. Within 30 days following the end of each calendar quarter, LIV will remit to Client the amount by which the amount of Inspection Fees collected during such quarter exceeds the amount of Fixed Fees and Reimbursable Expenses due and payable to LIV under this Agreement for such quarter.

2.1.D. Client will not be charged any fees for access to and use of Vault.

Reimbursable Expenses. Client shall reimburse LIV for out-of-pocket expenses incurred by LIV in connection with performing the Services ("**Reimbursable Expenses**").

Invoices; Payment Terms. LIV will submit monthly invoices to Client for Fees incurred during the previous month, along with a computation of the total amount due and payable to LIV for that period. Any use tax or sales tax imposed by any governmental authority on or measured by any transaction between LIV and Client will be paid by the Client in addition to the

Fees. If LIV is required to pay any such tax, fee, or charge, Client shall reimburse LIV for those charges. However, Client may provide LIV with an exemption certificate or other document acceptable to the authority imposing the tax. Payment terms are net 30 days from the date of each invoice. Payment will be made by ACH unless the parties mutually agree to payment by credit card or check.

Late Payment. If Client fails to make any payment when due then, in addition to all other remedies that may be available: (a) LIV may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law; (b) Client shall reimburse LIV for all reasonable costs incurred by LIV in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (c) if such failure continues for 10 days following written notice thereof, LIV may, at its option, suspend its performance of the Services and Client's access to Vault until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Client or any other person by reason of such suspension.

3. TERM AND TERMINATION

Term of Agreement. The term of this Agreement will be for an initial period commencing on the Effective Date and running through 3 year ("**Initial Term**"). Thereafter, the Term will automatically renew for up to 5 additional one-year terms (each, a "**Renewal Term**," and collectively with the Initial Term, the "**Term**") unless, no later than 60 days before the expiration of the initial Term or any successive Renewal Term, either party notifies the other of its intent not to renew the Term.

Termination. In addition to any other express termination right set forth in this Agreement:

3.1.A. LIV may terminate this Agreement, effective on written notice to Client, if Client: (a) fails to pay any amount when due under this Agreement, and such failure continues more than 5 days after LIV's delivery of written notice thereof; or (b) breaches any of its obligations under Section 6.2.5 or Section 8;

3.1.B. either party may terminate this Agreement, effective on written notice to the other party, if the other Party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) is capable of cure and remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

3.1.C. either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent

appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Client shall immediately discontinue use of the LIV IP and, without limiting Client's obligations under Section 8, Client shall delete, destroy, or return all copies of the LIV IP and certify in writing to the LIV that the LIV IP has been deleted or destroyed. No expiration or termination will affect Client's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Client to any refund.

Survival. This Section 3.4 and Section 2, Section 3.3, Section 4.2, Section 7, Section 8, Section 11, Section 12, and Section 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

4. WARRANTIES; LIMITATIONS

Warranty.

4.1.A. Vault and Services Warranties. LIV represents and warrants to Client that all Services to be provided to the Client under the Agreement will be fully and timely performed in accordance with the terms, conditions, and covenants of the Agreement, and all applicable Laws, and that Vault will perform, in all material respects, in accordance with the specifications. LIV further represents and warrants to the Client that LIV has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Vault and the Services, and that LIV is duly authorized to enter into this Agreement and provide the Vault and the Services to the Client under this Agreement.

4.1.B. Non-Suspension or Debarment. LIV certifies that its and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, or any other state or local government.

Limitations; Disclaimer of Warranties. All information entered into Vault is produced by third party inspectors and their agents. THEREFORE, LIV SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO VAULT BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN THIS SECTION 4, VAULT AND THE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND "AS AVAILABLE" AND LIV DOES NOT WARRANT THAT VAULT OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. LIV MAKES NO REPRESENTATIONS OR WARRANTIES THAT VAULT OR THE SERVICES WILL PROVIDE ANY PARTICULAR RESULTS. EXCEPT AS SET FORTH IN THIS SECTION 4, LIV DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. THIS DISCLAIMER OF WARRANTY EXTENDS

TO CLIENT, CLIENT'S CUSTOMERS, AND ALL OTHER USERS, AND NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THIS AGREEMENT OR ANY SCHEDULE, EXHIBIT, ANNEX, OR DOCUMENTATION WILL CONSTITUTE WARRANTIES OF ANY KIND. LIV'S SOLE LIABILITY FOR BREACH OF THE WARRANTY SET FORTH IN THIS SECTION 4, AND CLIENT'S SOLE REMEDY, IS THAT LIV WILL, SUBJECT TO SECTION 11 AND SECTION 12, INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM, OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.

5. PROPRIETARY RIGHTS

Proprietary Rights. LIV retains all right, title and interest in and to Vault, the Services, any derivative works or modifications thereof (the "**Derivative Works**"), any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to Vault, the Services, or any Derivative Works (the "**Documentation**"), any reproductions works made thereof, and any other LIV IP (as that term is defined in Section 6.1). Client shall not remove any product identification or notices of such proprietary rights from Vault or the Services. Except for the limited use rights established under this Agreement, Client has no right, title, or interest in or to Vault, the Services, the Derivative Works, the Documentation, or any other LIV IP.

Use of Trademarks. During the Term, LIV may use the Client's trademarks and logos for the purpose of providing Vault and the Services to Client, and Client hereby grants LIV the right to use Client's trademarks and logos. LIV may not, without Client's prior written consent, use Client's trademarks or logos for any other purpose, including promotional services or commercial services not directly related to the provision of Services under this Agreement.

6. SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Definitions.

6.1.A. "**Aggregated Statistics**" means data and information related to Client's use of Vault that is used by LIV in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of Vault.

6.1.B. "**Authorized User**" means Client's employees, consultants, contractors, and agents as indicated on the Registration Form (i) who are authorized by Client to access and use Vault under the rights granted to Client by this Agreement and (ii) for whom access to Vault has been purchased under this Agreement.

6.1.C. "**Client Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client or an Authorized User through Vault.

6.1.D. **"LIV IP"** means Vault, the Documentation, and any intellectual property provided to Client or any Authorized User in connection with the foregoing. LIV IP includes Aggregated Statistics and any information, data, or other content derived from LIV's monitoring of Client's access to or use of Vault, but does not include Client Data.

6.1.E. **"Registration Form"** means the order form filled out and submitted by or on behalf of Client, and accepted by LIV, for Client's access to Vault under this Agreement.

6.2. Access and Use.

6.2.A. Registration. In order to use Vault, Client must: (a) provide certain current, complete, and accurate information about Client as prompted to do so by the Registration Form order to enroll as a Vault user, as applicable; and (b) maintain and update such registration information ("**Registration Data**") as required to keep such information current, complete, and accurate. If any Registration Data that Client provides is untrue, inaccurate, not current or incomplete, LIV may terminate Client's account and Client's rights to use Vault.

6.2.B. Provision of Access. Subject to and conditioned on Client's compliance with the terms and conditions of this Agreement, LIV hereby grants Client a non-exclusive, non-transferable right to access and use Vault during the Term, solely for use by Authorized Users in accordance with the terms and conditions of this Agreement. Such use is limited to Client's internal use. LIV shall provide to Client the necessary passwords and network links or connections to allow Client to access Vault.

6.2.C. Fees. There are no fees for access to and the use of the Vault.

6.2.D. Documentation License. Subject to the terms and conditions contained in this Agreement, LIV hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of Vault.

6.2.E. Use Restrictions. Client shall use Vault only for the benefit of Client, shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of Vault, and shall not use Vault for any purposes beyond the scope of the access granted in this Agreement. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of Vault or any Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Vault or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain

access to any software component of Vault, in whole or in part; (iv) remove any proprietary notices from Vault or the Documentation; (v) use Vault or the Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any person's intellectual property or other rights, or that violates any applicable law; (vi) interfere with or disrupt the integrity or performance of Vault or the Services or any third-party data contained therein.

6.2.F. Reservation of Rights. LIV reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to the LIV IP.

6.2.G. Data Storage. LIV reserves the right to establish a limit on the amount of memory or other computer storage that Client may utilize through Vault. LIV assumes no responsibility for the deletion of, or failure of Vault to store, Client's transmissions, data, or postings.

6.2.H. Suspension. Notwithstanding anything to the contrary in this Agreement, LIV may temporarily suspend Client's and any Authorized User's access to any portion or all of Vault if:

(a) LIV reasonably determines that (i) there is a threat or attack on any of the LIV IP; (ii) Client's or any Authorized User's use of the LIV IP disrupts or poses a security risk to the LIV IP or to any other customer or vendor of LIV; (iii) Client, or any Authorized User, is using the LIV IP for fraudulent or illegal activities; (iv) subject to applicable Law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) LIV's provision of Vault to Client or any Authorized User is prohibited by applicable law; or

(b) Any vendor of LIV has suspended or terminated LIV's access to or use of any third-party services or products required to enable Client to access Vault; (any such suspension described in subsections 6.2.8(a) and 6.2.8(b), a "**Service Suspension**").

LIV will use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to Vault following any Service Suspension. LIV will use commercially reasonable efforts to resume providing access to Vault as soon as reasonably possible after the event giving rise to the Service Suspension is cured. LIV will have no liability for any damages, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension.

6.2.I. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, LIV may monitor Client's use of Vault and collect and compile Aggregated Statistics. As between LIV and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by LIV. Client acknowledges that LIV may compile Aggregated Statistics based on Client Data input into Vault. LIV may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Client or Client's Confidential Information.

6.2.J. LIV Responsibilities and Uptime. LIV is responsible for the acquisition and operation of all hardware, software, and network support related to Vault (other than those required for Client to connect to the internet and access Vault). The technical and professional activities required for establishing, managing, and maintaining the Vault environment are LIV's responsibilities. LIV will endeavor to make Vault, but does not guarantee that Vault will be, available 24-7/365 (subject to maintenance downtime).

Equitable Relief. Any breach or threatened breach by Client of any of its obligations under Section 6.2.5 would cause LIV irreparable harm for which monetary damages would not be an adequate remedy. As such, in the event of a breach or threatened breach of Client's obligations under Section 6.2.5, LIV will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are in addition to all other remedies that may be available at law, in equity or otherwise.

Client Responsibilities. Client is responsible and liable for all uses of Vault and any Documentation resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of Vault, and shall cause Authorized Users to comply with such provisions.

Termination and Suspension of Service. If this Agreement is terminated, LIV will implement an orderly return of Client Data in a mutually agreeable format at a time agreed to by the parties and shall subsequently securely dispose of Client Data. Client will be entitled to any post-termination assistance generally made available by LIV with respect to Vault and the Services unless a unique data retrieval arrangement has been established as part of the applicable SOW. LIV shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape, and paper, when requested by the Client. Data will be permanently deleted and not be recoverable, according to National Institute of Standards and Technology (NIST)-approved

methods. LIV will provide certificates of destruction to Client upon request.

7. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK

LIV IP. Client acknowledges that, as between Client and LIV, LIV owns all right, title, and interest, including all intellectual property rights, in and to the LIV IP.

Client Data. LIV acknowledges that, as between LIV and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to LIV a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for LIV to provide Vault and the Services to Client.

Feedback. If Client or any of its employees or contractors sends or transmits any communications or materials to LIV by mail, email, telephone, or otherwise, suggesting or recommending changes to the LIV IP, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), LIV is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Client hereby assigns to LIV on Client's behalf, and on behalf of its employees, contractors, and agents, all right, title, and interest in, and LIV is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although LIV is not required to use any Feedback.

8. CONFIDENTIAL INFORMATION

Definition. From time to time during the Term, one party may disclose or make available to the other information about the disclosing party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure, as demonstrated by the receiving party's written records; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party without reliance on the disclosing party's Confidential Information.

Nondisclosure and Nonuse.

8.1.A. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations under this Agreement. Further, the receiving party shall not, wi-

thout the disclosing party's prior written permission use Confidential Information for purposes other than internal evaluation for so long as the Confidential Information must be maintained confidential, or analyze, disassemble for reverse engineering, or otherwise attempt to identify the intrinsic nature of any of the disclosing party's Confidential Information.

8.1.B. Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the receiving party must first give written notice to the disclosing party and must make a reasonable effort to obtain a protective order; or (ii) to establish the receiving party's rights under this Agreement, including to make required court filings.

8.1.C. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed.

8.1.D. The parties' respective obligations of non-disclosure and non-use with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date of each disclosure of Confidential Information to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable Law.

Breach; Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by a party of any of its obligations under this Section 8 would cause the non-breaching party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

9. STAFFING; WORK SITES; LAWS

Place and Condition of Work. Client shall provide LIV access to the sites where LIV is to perform the services as required in order for LIV to perform the services in a timely and efficient manner in accordance with and subject to the applicable security Laws.

Staffing. LIV is responsible for supplying its employees to perform the Services, and for supervising and directing those employees. LIV will ensure that its employees are reasonably competent and experienced to perform the Services. If, at any time during the performance of this Agreement Client, acting reasonably, believes that the performance of LIV's employees or subcontractors is unsatisfactory, Client may object to the assignment of such employee or subcontractor, and LIV shall assign another of its employees or subcontractors to perform the Services.

Compliance with Health, Safety, and Environmental Regulations. LIV and its employees will comply in all material respects with all applicable Laws in the performance of the Services, including those promulgated by the Client and by the Occupational Safety and Health Administration (OSHA).

Inspections and Spot Checks. As part of the Services, LIV may perform random spot checks and inspections to ensure that the third party inspectors and other service companies are following proper procedures. LIV has sole discretion to choose if and, if so, when, to perform such inspections, and nothing in this Section 9.4 may be construed as obligating LIV to perform any inspections. No inspection conducted by LIV is or may be deemed an inspection or re-inspection by LIV of any type, nor will LIV be deemed a representative of that third party inspector or service company, and no such spot check or inspection by LIV will impose any liability whatsoever on LIV. Any reports of any kind provided to Client by LIV as a result of such inspections or spot checks will be provided for information purposes only. LIV disclaims any responsibility or liability of any kind with respect to the performance or non-performance of any third party inspector or other service company, including with respect to the results or reports of any such party.

Insurance. During the Term, LIV, at its cost and expense, shall purchase and maintain the insurance set forth in this Section 10. Coverage must be provided by companies qualified to do business in the state(s) in which the Services will be performed.

Workers' Compensation and Employers' Liability. Workers' Compensation insurance must be provided as required by all applicable state laws. Employers' Liability insurance must be provided in amounts of at least \$100,000 each accident for bodily injury by accident; \$500,000 policy limit for bodily injury by disease; and \$100,000 for each employee for bodily injury by disease.

Commercial General Liability. LIV will obtain and maintain a Commercial General Liability (Occurrence) policy, which policy shall include coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy must have a combined single limit for bodily injury and property damage of \$500,000 each occurrence; \$500,000 for personal injury liability; and \$1,000,000 general aggregate.

Insurance Certificate. Upon request, LIV will provide Client with a certificate evidencing the required insurance coverages.

Notice of Policy Changes. The insurance policies required under this section must all provide that they will not be terminated, cancelled, or allowed to expire without 30 days' prior written notice to the insured. If so notified, LIV will notify Client of the change, timely procure replacement coverage, and provide a replacement certificate to Client.

10. INDEMNIFICATION.

LIV's Indemnification Obligations. LIV shall indemnify, defend, and hold harmless Client and its officers, directors, employees, agents, successors and permitted assigns (each, a **"Client Indemnitee"**) from and against all losses, damages, liabilities, costs (including reasonable attorneys' fees) (**"Losses"**) awarded against a Client Indemnitee in a final judgment and arising out of or resulting from any third party claim, suit, action or proceeding (each, a **"Third-Party Action"**):

10.1.A. For bodily injury, death, or damage to real or tangible, personal property resulting from LIV's willful, fraudulent, or grossly negligent acts or omissions; or

10.1.B. That alleges that Vault or the Services, or any use of Vault or the Services in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets; provided that this Section 11.1.2 will not apply to the extent that the alleged infringement arises from: (a) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing; (b) modifications to Vault or the Services not made by LIV; or (c) Client Data.

Client's Indemnification Obligations. Client shall indemnify, defend, and hold harmless LIV and its members, managers, officers, directors, employees, agents, successors and permitted assigns (each, a **"LIV Indemnitee"**) from and against all Losses arising out of or related to Client's breach of any of Client's representations, warranties, or obligations under this Agreement. In addition, Client shall indemnify, defend, and hold harmless the LIV Indemnitees from and against all Losses awarded against LIV in a final judgment and arising out of or resulting from any Third-Party Action:

10.1.C. For bodily injury, death of any person or damage to real or tangible, personal property resulting from Client's grossly negligent or willful acts or omissions;

10.1.D. Resulting from any claim that the Client Data, or any use of the Client Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; or

10.1.E. Based on Client's or any Authorized User's (a) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by

LIV or authorized by LIV in writing, or (b) modifications to Vault or the Services not made by LIV.

Indemnification Procedures. The party seeking indemnification under this Agreement must promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend that Action, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 11.3 will not relieve the indemnifying party of its obligations under this Section 11.3 unless, and then solely to the extent that, the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

Infringement Remedy. If a Third-Party Action that would entitle Client to indemnification under Section 11.1.2 is made or appears possible, Client shall permit LIV, at LIV's sole discretion, to (a) modify or replace Vault or the Services, or component or part thereof, to make it non-infringing, or (b) obtain the right for Client to continue use the item in question. If LIV determines that neither alternative is reasonably available, LIV may terminate this Agreement, either in its entirety or with respect to the affected component or part, effective immediately on written notice to Client. SECTION 11.1.2 AND THIS SECTION 11.4 SET FORTH CLIENT'S SOLE REMEDIES AND LIV'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIM THAT VAULT OR THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. LIV'S LIABILITY UNDER SECTION 11.1.2 AND THIS SECTION 11.4 IS SUBJECT TO THE LIABILITY LIMITS SET FORTH IN SECTION 12.

11. ASSUMPTION OF RISK; LIMITATION OF LIABILITY.

Risks Inherent to Internet. Client acknowledges that: (a) the Internet is a worldwide network of computers; (b) communication on the Internet may not be secure; (c) the Internet is beyond LIV's control; and (d) LIV does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using Vault and the Services, including the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily. Without limiting the foregoing, Client hereby assumes the risk of, and LIV will have no responsibility or liability of any kind under this Agreement for: (1) errors in Vault or the Services resulting from misuse, negligence, revision, modification, or improper use of all or any part of Vault or the Services by any entity other than LIV or its authorized representatives, employees, contractors, or consultants; (2) Client's use of any version of Vault other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to Vault; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of

Vault that meet LIV's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-LIV products or services; or (7) data or data input, output, accuracy, and suitability, which will be deemed to be under Client's exclusive control.

Exclusion of Certain Damages; Limitation of Liability. IN NO EVENT WILL LIV BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LIV WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL LIV'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO LIV IN THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Exceptions. The exclusions and limitations in Section 12.2 do not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Confidential Information); (b) damages or other liabilities arising out of or relating to a party's willful misconduct or intentional acts; (c) Third-Party Actions for death or bodily injury or damage to real or tangible personal property resulting from a party's willful or grossly negligent acts or omissions; and (d) a party's obligation to pay attorneys' fees and court costs in accordance with Section 14.5.

Force Majeure.

11.1. Neither party will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including (a) acts of God; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns or other industrial disturbances; (g) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent; (h) shortage of adequate power or telecommunications or transportation facilities; or (i) any other event that is beyond the reasonable control of such party (each of the foregoing, a "**Force Majeure Event**").

11.2. A party whose performance is affected by a Force Majeure Event must give notice to the other party, stating the period of time the occurrence is expected to continue and must use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. The non-affected party may terminate this Agreement or any affected SOW if such failure or delay continues for a period of 60 days or more and, if the non-affected party is the Client, receive a refund of any amounts paid to the LIV in advance for the affected Services. Unless this Agreement is terminated in accordance with this Section 13, the Term will be automatically extended by a period equal to the period of suspension.

12. MISCELLANEOUS

Notices. All notices permitted or required under this Agreement must be in writing and may be delivered (i) in person, with the date of notice being the date of personal delivery; (ii) by U.S. Mail, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being the date of the postmark on the return receipt; (iii) by nationally recognized delivery service such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service; (iv) by e-mail, with confirmation of sending of the e-mail and a copy of the e-mail dispatched the same day by one of the methods in clauses (ii) and (iii), with the date of notice being the date of the e-mail. Notices must be addressed to the following addresses, or such other address as one party shall provide the other parties:

To LIV: Life Safety Inspection Vault LLC
Attn.: Manager
146 East Chubbuck Road, Suite C
Chubbuck, ID 83202
Phone: (208) 254-7718
E-mail: Cole.harding@livsafe.com

To Client: Ontario Fire Department
Attn.: Chief Terry Leighton
444 SW 4th St.
Ontario, OR 97914
Phone: (541)-881-3230
E-mail: terry.leighton@ontariooregon.org

Interpretation. Headings in this Agreement are for convenience only and will not affect its meaning. For purposes of this Agreement, (a) the words "include," "includes," and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. This Agreement must be construed simply according to its fair meaning and without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Each Registration Form, each SOW, and all exhibits other documents referred to in this Agreement must be

construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim in the body of this Agreement.

Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by either party of any default in performance by the other party, or any waiver by either party of any breach, or series of breaches, of any of the terms, covenants, or conditions of this Agreement will constitute a waiver of any subsequent breach of any such terms, covenants, or conditions.

Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties will negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement will be consummated as originally contemplated to the greatest extent possible.

Choice of Law; Venue; Attorneys' Fees. The parties intend for this Agreement to be construed and enforced under the laws of the State of Idaho, except for its choice of law provisions. The parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. The state and federal courts sitting in Bannock County, Idaho have jurisdiction, and venue for any suit, action, or proceeding (collectively "**Proceeding**") arising out of or related to this Agreement will be proper in the state and federal courts sitting in Bannock County, Idaho. Each party irrevocably submits to the non-exclusive jurisdiction of such courts in any such Proceeding. The parties irrevocably and unconditionally waive any objection to venue of any Proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such Proceeding brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice, or other document by certified mail in accordance with Section 14.1 will be effective service of process for any Proceeding brought in any such court. The prevailing party in any Proceeding will be entitled to recover in any judgment its reasonable attorneys' fees as may be allowed by the court, together with such court costs and damages as may be provided by law.

Assignment. Client may not assign any of its rights or delegate any of its obligations under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without LIV's prior written consent, which consent may not be unreasonably withheld, delayed, or conditioned. For purposes of the Agreement, the direct or indirect sale or transfer of a controlling share of the equity interests in Client or the sale or transfer of substantially all of Client's assets or business will be deemed an assignment or delegation requiring such consent. Any purported assignment or delegation in violation of this Section 14.6 is void. No as-

signment or delegation will relieve the assigning or delegating party of any of its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

Export Regulation. Vault and the Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Client shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Client shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), before exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.

US Government Rights. Each of the Documentation and the software components that constitute Vault and the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to Vault, the Services, and the Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and its contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

Entire Agreement. This Agreement, together with any other documents incorporated into this Agreement by reference, the Registration Form(s), and all SOW(s) constitutes the parties' sole and entire agreement with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. If there is any inconsistency between the statements made in the body of this Agreement, the Registration Forms(s), the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its exhibits; (ii) second, the applicable SOW; (iii) third, any Registration Form; and (iv) fourth, any other documents incorporated herein by reference.

Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, all of which constitute one and the same Agreement. Delivery of an executed counterpart signature page of this Agreement by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

The parties are signing this Agreement as of the Effective Date.

LIFE SAFETY INSPECTION VAULT LLC

By: _____

Name: Cole Harding

Title: President

[CLIENT] ONTARIO FIRE DEPARTMENT

By: _____

Name: Terry Leighton

Title: Fire Chief



**AGENDA REPORT
NEW BUSINESS
March 17, 2020**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **LETTER OF SUPPORT FOR TRINITY PROJECT**

DATE: March 11, 2020

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE A LETTER OF SUPPORT FOR THE PERMANENT SUPPORTIVE HOUSING ASSISTANCE GRANT PROPOSAL KNOW AS THE TRINITY PROJECT.

SUMMARY:

Notification of Funding Availability (NOFA) was given for a permanent Supportive Housing Grant through Oregon Housing and Community Services. Proposals are due on March 20, 2020. A request has been received to support a local application for the state grant.

BACKGROUND:

The NOFA was issued on March 2, 2020. The grant is for new construction, rehabilitation, or acquisition/rehabilitation of new permanent supportive housing developments.

CURRENT SITUATION:

The project requesting support is for 45 single family homes with an onsite child care program. The city is in desperate need of more housing for working families.

ANALYSIS:

- A. **STRATEGIC PLAN** The Strategic Plan Growth goal promotes new development in the city. The vacancy rate for the city is very low. There is a very short supply of housing in the city and an even shorter supply of housing for low-income households.
- B. **FINANCIAL** There is no financial impact for the city.
- C. **TIMING** The grant submission is due on March 20, 2020.
- D. **POLICY/LEGAL** The support of the local governing body is favorable to the applications review by the state granting agency.

ALTERNATIVES:

Take No Action: Taking no action would deny a letter of support for this project and would decrease the likelihood of funding.

RECOMMENDATION:

Staff recommends approval of a letter of support from the Ontario City Council for permanent supportive housing

ATTACHMENTS:

1. LTR_CC_Support for Trinity Housing Project_3 17 2020



City of Ontario
444 SW 4th Street
Ontario, OR 97914
Voice (541)881-3223
Fax (541)889-7121

Mayor Riley J. Hill
Dan Capron, Council President *Norm Crume*
Freddy Rodriguez *Marty Justus*
Michael Braden *Ramon Dalomo*

March 17, 2020

Oregon Housing and Community Services
725 Summer St. NE, Suite B
Salem, OR 97301-1266

To Whom It May Concern,

The Ontario City Council voted on March 17, 2020, to authorize this letter of support for the application for state funding for the Trinity Housing Project. Single family home construction is desperately needed in our community. It is believed by this Council that 45 new homes would be an extraordinary addition to fill much needed housing deficit in our community.

The Ontario City Council is hopeful that housing funds are made available to address our housing challenges.

Sincerely,

Dan Capron
Council President



**AGENDA REPORT
NEW BUSINESS
March 17, 2020**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2020-109: LEGISLATIVE POSITION ON EXECUTIVE ORDER #20-04**

DATE: March 13, 2020

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2020-108, A RESOLUTION OF NOTICE TO GOVERNOR KATE BROWN OF THE IMMEDIATE AND LASTING DAMAGE TO THE ONTARIO COMMUNITY AS A RESULT OF EXECUTIVE ORDER NO. 20-04 AND OF THE CITY'S DISAGREEMENT WITH THE EXERCISE OF EXECUTIVE POWERS TO CREATE LEGISLATION.

SUMMARY:

On March 10, 2020, Governor Kate Brown issued Executive Order No. 20-04 which directs state agencies to take specific actions to reduce and regulate greenhouse gas emissions.

BACKGROUND:

For the second session of the Oregon Legislature, the Oregon Senate and House failed to pass a law commonly known as Cap and Trade to curb greenhouse gas emissions. The law was prevented from passing by using rules of order that required a certain percentage of legislators present in order to ratify legislation.

As a result of the inability to pass greenhouse gas emission reduction legislation, the Governor of Oregon chose to use executive powers to implement the same legislation.

CURRENT SITUATION:

The Executive Order demands that 19 state agencies and commissions make sweeping and restrictive changes to reduce emissions.

The Executive Order adds additional costs for home construction. According to a quick estimate by one developer, the order is expected to add more than \$8,000 in expenses to new home construction costs, which are already more costly in Oregon than our close neighbors in Idaho.

The system of three branches of governments was created to temper the control of any single branch of government. It is the responsibility of the legislature to create laws, not the executive branch. The order must be challenged within the courts of the judicial branch to be overturned.

ANALYSIS:

- A. **STRATEGIC PLAN** This has a negative impact on the city's strategic goal of Growth. This legislation will make our community even less competitive than Idaho.
- B. **FINANCIAL** This Executive Order will push business out of Ontario, Oregon, into the much more welcoming economic arms of Idaho.
- C. **TIMING** The Executive Order was passed on Tuesday, March 10, 2020. State agencies will begin the process of rule making to implement the Order. The Order must be challenged to be declared unconstitutional.
- D. **POLICY/LEGAL** Only the City Council establishes legislative positions for the City of Ontario.

ALTERNATIVES:

Take No Action: If the Council supports the Executive Order it should take no action on this resolution.

RECOMMENDATION:

Staff recommends approval of Resolution #2020-109, a resolution of notice to Governor Kate Brown of the immediate and lasting damage to the Ontario Community as a result of Executive Order No. 20-04 and of the city's disagreement with the exercise of executive powers to create legislation.

ATTACHMENTS:

1. RES 2020-109 CC_Legislative Position against Executive Order 20-04_3 17 2020



RESOLUTION 2020-109

A RESOLUTION OF NOTICE TO GOVERNOR KATE BROWN OF THE IMMEDIATE AND LASTING DAMAGE TO THE ONTARIO COMMUNITY AS A RESULT OF EXECUTIVE ORDER NO. 20-04 AND OF THE CITY'S DISAGREEMENT WITH THE EXERCISE OF EXECUTIVE POWERS TO CREATE LEGISLATION

- WHEREAS,** The City of Ontario wishes to express a legislative position; and
- WHEREAS,** The City Council of Ontario believes that Executive Order No. 20-04 is economically damaging to the community of Ontario which sits on the Idaho border, because of the competitive local economy; and
- WHEREAS,** It is not within the powers of the executive branch of government to make laws; and
- WHEREAS,** Executive Order No. 20-04 is an abuse of executive power in attempt to overrule the Oregon legislature; and
- WHEREAS,** The City of Ontario believes this order will be found unconstitutional by the judicial branch of government.

NOW THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Ontario makes its position known that Executive Order No. 20-04 will have immediate and lasting damage to the Ontario Community.

BE IT FURTHER RESOLVED, that the City Council of Ontario, with respect, urges Governor Kate Brown to withdraw Executive Order No. 20-04.

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the Common Council City Council of the City of Ontario this 17th day of March, 2020, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 17th day of March, 2020.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

MALHEUR COUNTY COURT MINUTES

February 26, 2020

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. in the County Court Office of the Malheur County Courthouse with Commissioner Don Hodge and Commissioner Larry Wilson present. Staff present was Surveyor/Engineer Tom Edwards. Notice of the meeting was posted on the County website and Courthouse public bulletin board; and emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument # [2020-771](#)

Public present was Harry Bettis.

OWYHEE WATERSHED COUNCIL AND JORDAN VALLEY COOPERATIVE WEED MANAGEMENT AREA – UPDATE

Nicole Sullivan, Michaelann Seiders, Layla Rico, and Eric Morrison met with the Court and provided an annual update on the Owyhee Watershed Council (OWC) and the Jordan Valley Cooperative Weed Management Area (JV CWMA). Ms. Sullivan explained that in 2019 the Owyhee Watershed Council was awarded three (3) large grants and one (1) technical assistance grant:

- Springing into Action on Mahogany Mountain - a spring development project developing seven (7) different springs on Mahogany Mountain in partnership with NRCS (Natural Resources Conservation Service);
- Owyhee Weed Wars - large capacity grant funding for the CWMA to support private landowners in the area on noxious weed treatment, identification and management;
- In a Van Down by the River - a water improvement project in the Twilight Water Quality Improvement Area to facilitate the conversion of 27 acres from flood to sprinkler irrigation with a pivot; and
- A Difficult Survey and Design - a technical assistance grant for survey and design for a large pipeline and livestock watering system in an existing wet meadow habitat area in Core Sage Grouse habitat.

In 2019 five (5) large grants were completed:

- Parsnip Peak Invasive Annuals - survey and treatment of Medusahead in the Parsnip Peak area;
- Border Line Water Quality Improvement - implementation of one (1) pivot system and pipeline conveyance to convert 57 acres from flood to sprinkler in the Big Bend area;
- Finishing Up Fletcher Water Quality Improvement - conversion of 57 acres from flood to sprinkler through the installation of three (3) pivot systems and conveyance pipe in the Fletcher Gulch Priority Area;
- Destination Desolation Water Quality Improvement - Phase I of a three (3) phase project to convert 374 acres to border irrigation through land leveling and pipeline installation (Phase I completed 86 acres in the Cow Lakes area); this project is also a part of the High Desert Regional Conservation Partnership Program with Trout Unlimited and NRCS;
- West Nile Mile Water Quality Improvement - conversion of 117 acres from flood to sprinkler irrigation in the Arock area; this project was also part of the High Desert Regional Conservation Partnership Program with Trout Unlimited and NRCS (Natural Resources Conservation Service).

One large grant application was submitted in the October cycle and is pending a decision from OWEB (Oregon Watershed Enhancement Board); this grant is for flood to sprinkler conversion on 88 acres northwest of Adrian.

Council Capacity funding was secured in the amount of \$122,900 for the 2019-2021 biennium; this funding is used for salary, utilities, and general operating costs.

The Council Action Plan was adopted in 2015 and an update to the Action Plan is due in 2020. See instrument # [2020-773](#) for the 2015 Action Plan. The Council recently completed a self-evaluation and prioritized additional planning efforts for the year including:

- Submittal of a Stakeholder Engagement Collaborative grant with Malheur Watershed Council;
- Updating of the mailing list;
- Development of a website and social media platforms; and
- Data entry of projects completed by the Council into a data base.

Ms. Rico gave an overview of the Small Grants Program. Last summer closed out the 2017-2019 biennium with a total of 10 small grants. Water quality improvement was the dominant theme of the projects; nine (9) water quality improvement projects were implemented to convert 87 acres from flood to sprinkler irrigation; 8,680 feet of pipe was installed between the nine (9) projects. The tenth project focused on off stream watering in the Succor Creek area. The Owyhee Small Grants team was awarded \$100,000 in the 2019-2021 biennium to begin accepting and evaluation of project applications; three (3) project applications were received with two (2) being recommended for funding and those applications are currently awaiting secondary approval by OWEB.

Administrative Officer Lorinda DuBois joined the meeting.

Ms. Seiders provided an update on Owyhee Field Day. Approximately 875 5th grade students attended the 2019 Owyhee Field Day (over the course of two days); and over 100 FFA (Future Farmers of America) students assisted as station leaders or group leaders. Students were from Malheur, Owyhee, Payette, and Canyon Counties; FFA students were from Adrian, Nyssa, Vale, Harper, Jordan Valley, Ontario and Fruitland chapters. The event had over 28 stations that covered many different topics; all participating students received a T-shirt and a lunch prepared by the Nyssa School Cafeteria - all possible by private donations from members and businesses in the community. The 2020 Owyhee Field Day will be April 29 & 30, 2020.

Sixteen (16) high school students from Nyssa and Adrian participated in the 2019 Hydrology Camp held at Reynolds Creek Agriculture Research Service Center; the 2020 Hydrology Camp will be March 18 & 19, 2020.

Mr. Edwards left the meeting.

Mr. Morrison provided an update on the Jordan Valley CWMA. Fifteen hundred (1500) acres of Medusahead were treated on the Parsnip Peak Project. Over 90 acres of Whitetop were treated in the Crowley area on Oregon State Lands. Landowners in the Arock and Danner areas have been treating a lot of Scotch Thistle acres; and the majority of the Perennial Pepperweed was treated in the Quinn area. Mr. Morrison received notification this week that two (2) of three (3) noxious weed grant applications were funded (totally approximately \$67,000).

Those present answered questions from the Court members and the Court extended their appreciation for the presentation.

See instrument # [2020-772](#) for the written report.

COURT MINUTES

Commissioner Hodge moved to approve Court Minutes of February 19, 2020 as written. Commissioner Wilson seconded and the motion passed unanimously.

PROCLAMATION- OPPOSITION TO SB 1530 AND HB 4167

Commissioner Hodge moved to sign a proclamation opposing Senate Bill 1530 and House Bill 4167. Commissioner Wilson seconded and the motion passed unanimously.

MALHEUR COUNTY

PROCLAMATION

Opposition to Senate Bill 1530 and House Bill 4167

WHEREAS, the Malheur County Court represents an estimated 32,030 people; and

WHEREAS, Malheur County provides a wide range of critically needed services to its residents including roads, parks, public health services, juvenile services, and public safety; and

WHEREAS, Senate Bill 1530 and House Bill 4167 will directly impact the cost to Malheur County and the residents of Malheur County in significant increases in the cost to provide services through increased utility costs and increased costs in fuel related to providing those critically needed services; and

WHEREAS, Senate Bill 1530's and House Bill 4167's impacts through increases in utility costs and fuel costs will further burden the residents of Malheur County who are already burdened by the increasing costs of living in our communities through higher rents, increasing costs to purchase a home, and additional tax burdens placed on them by the State of Oregon; and

WHEREAS, any benefits derived through Senate Bill 1530 or House Bill 4167, many of which are in dispute, do not justify the penalties and costs imposed by either Bill.

NOW, THEREFORE, IN WITNESS WHEREOF, the Malheur County Court proclaims that Malheur County is opposed to Senate Bill 1530 and House Bill 4167 of the 80th Oregon Legislative Assembly, both of which will have punitive impacts on Malheur County and the citizens of Malheur County.

Dated this 26th day of February, 2020.

MALHEUR COUNTY COURT

The Court signed the proclamation.

JUVENILE CRIME PREVENTION – IGA AMENDMENT

Commissioner Hodge moved to approve Amendment No. 1 to Intergovernmental Agreement (IGA) #14286, Juvenile Crime Prevention (JCP) Basic Services. Commissioner Wilson seconded and the motion passed unanimously. The amendment revises the formula for calculating the administrative costs and evaluation costs. (The original IGA is recorded as instrument #2019-3785) A copy of the amendment will be returned for recording.

FAIR ADVISORY BOARD

Commissioner Wilson moved to appoint Jennifer Hall to the Fair Board as an Advisory Member. Commissioner Hodge seconded and the motion passed unanimously.

QUITCLAIM DEED - CISNEROS

Commissioner Hodge moved to approve Quitclaim Deed to Juvenal and Maria Cisneros for Ref. #4319. Commissioner Wilson seconded and the motion passed unanimously. This is a buy-back as the property was foreclosed on by the County for non-payment of property taxes. See instrument # [2020-774](#)

COURT ADJOURNMENT

The meeting was adjourned.

Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
Printed: 3/13/2020 5:22 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
125661	879448	Riley J. Hill	02/04/2020	2,001.36
Total for 2/4/2020:				2,001.36
125662	&525	American Staffing, Inc.	02/07/2020	551.32
125663	028000	Anderson Perry & Associates, Inc.	02/07/2020	20,000.00
125664	037600	AT&T	02/07/2020	21.80
125665	130624	B & W Car Wash	02/07/2020	12.00
125666	626400	Campo & Poole Distributing, LLC	02/07/2020	3,346.17
125667	879451	CDR Labor Law, LLC	02/07/2020	671.00
125668	637828	Century Link Communications, LLC	02/07/2020	67.96
125669	879247	Day Wireless Systems	02/07/2020	470.00
125670	456402	Malheur County Clerk	02/07/2020	378.00
125671	879328	Malheur County GIS	02/07/2020	20.00
125672	&509	Matsy's Restaurant & Catering	02/07/2020	60.00
125673	22427	Murrysmith, Inc.	02/07/2020	16,958.50
125674	242083	State of Oregon Department of Transportati	02/07/2020	11.00
125675	642093	Red's Automotive Repair, Inc.	02/07/2020	1,576.89
125676	879425	Springbrook Software, LLC	02/07/2020	720.00
125677	702008	Staples Business Credit	02/07/2020	326.79
125678	879146	Toshiba Financial Services	02/07/2020	1,721.89
125679	788402	TransUnion Risk & Alternative Data Soluti	02/07/2020	50.00
125680	774001	Wtechlink	02/07/2020	300.00
125681	&260	Four Rivers Cultural Center	02/07/2020	299.99
125682	UB*11707	KELLY HOUSTON M/R	02/07/2020	46.09
125683	UB*11706	DUSTIN & ZOILA MASON	02/07/2020	27.11
125684	879450	Robert Ray & Brenda Bartmess Musil	02/07/2020	10,000.00
125685	539200	Ontario Area Chamber of Commerce	02/07/2020	540.00
125686	879452	Rick Reyna	02/07/2020	37.98
Total for 2/7/2020:				58,214.49
ACH	PRFED	PAYROLL TAXES	02/14/2020	658.77
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	02/14/2020	444.00
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	02/14/2020	3.28
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	02/14/2020	247.65
ACH	PRPERS	OREGON PERS	02/14/2020	854.41
125687	879058	A Plus Awards	02/14/2020	28.00
125688	879130	Ani-Care Animal Shelter, Inc.	02/14/2020	1,370.08
125689	033300	Argus Observer	02/14/2020	93.60
125691	144000	Cascade Natural Gas Corporation	02/14/2020	613.01
125692	637830	Century Link	02/14/2020	476.05
125693	520400	Dorman's, Inc.	02/14/2020	60.65
125694	303800	Frank's Extinguisher Service	02/14/2020	119.98
125695	634311	Frazier Aviation, LLC	02/14/2020	425.00
125696	333852	Graphic Impressions	02/14/2020	430.00
125697	360015	Home Depot Credit Services	02/14/2020	100.06

Check No	Vendor No	Vendor Name	Check Date	Check Amount
125698	878915	Jacobs	02/14/2020	447,178.30
125699	413204	Kenworth Sales Company, Inc.	02/14/2020	837.62
125700	436000	Lindsay Eco Water	02/14/2020	12.50
125701	441140	Looks Nu, Inc.	02/14/2020	130.00
125702	602320	NAPA Auto Parts	02/14/2020	751.21
125703	879301	Net Assets Corporation	02/14/2020	252.00
125704	879275	Ogletree, Deakins, Nash, Smoak, & Stewar	02/14/2020	1,629.50
125705	879012	State of Oregon Dept of Public Safety Stan	02/14/2020	40.00
125706	528405	Oster Professional Group, LLC	02/14/2020	24,264.33
125707	879145	Silver Signet, LLC	02/14/2020	151.50
125708	130950	Sparklight Business	02/14/2020	312.17
125709	702008	Staples Business Credit	02/14/2020	216.71
125710	&357	Larry A. Sullivan	02/14/2020	6,850.70
125711	878931	Tire Factory of Ontario	02/14/2020	91.80
125712	842030	Warrington Construction	02/14/2020	67,378.75
125713	879151	Waste-Pro	02/14/2020	40.05
125720	010500	Tori Barnett	02/14/2020	137.50
125722	879133	Community in Action	02/14/2020	19,600.00
125723	878974	Revitalize Ontario!	02/14/2020	11,925.00
125724	738001	James Swank	02/14/2020	102.50
125725	879263	Casey Walker	02/14/2020	125.00
Total for 2/14/2020:				587,951.68
125726	832852	Wells Fargo Business Elite Card	02/20/2020	7,267.49
Total for 2/20/2020:				7,267.49
125727	&525	American Staffing, Inc.	02/21/2020	485.45
125728	879453	Tyler Bullington	02/21/2020	260.50
125729	626400	Campo & Poole Distributing, LLC	02/21/2020	3,977.07
125730	183201	CK3, LLC	02/21/2020	3,400.00
125731	237002	Dell Marketing,L.P.	02/21/2020	286.32
125732	270205	Emergency Responder Services, Inc.	02/21/2020	780.00
125733	645195	Fire Rescue Equipment NW, LLC	02/21/2020	1,588.00
125734	879454	Glenn B. Hammer	02/21/2020	403.00
125735	412500	Keller Associates, Inc.	02/21/2020	16,335.00
125736	879191	Kristy's Custom Sewing	02/21/2020	54.00
125737	440000	L.N. Curtis and Sons	02/21/2020	201.00
125738	879250	Larsen Firearms	02/21/2020	952.00
125739	477523	Municipal Code Corporation	02/21/2020	363.08
125740	879269	Open Gov, Inc.	02/21/2020	9,000.00
125741	T242	State of Oregon Secretary of State	02/21/2020	350.00
125742	642093	Red's Automotive Repair, Inc.	02/21/2020	116.74
125743	716553	Saint Luke's	02/21/2020	80.00
125744	689005	Chad Sombke, Ph.D., PC	02/21/2020	400.00
125745	879138	Stantec Consulting Services, Inc.	02/21/2020	4,918.75
Total for 2/21/2020:				43,950.91
125746	818000	U.S. Postmaster	02/27/2020	3,000.00
Total for 2/27/2020:				3,000.00
ACH	PRAFLAC	AMERICAN FAMILY LIFE ASSURANCE	02/28/2020	774.22
ACH	PRAMERF	AMERICAN FUNDS GROUP	02/28/2020	225.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	PRCCIS	E B S TRUST	02/28/2020	69,826.43
ACH	PRCOLONI	COLONIAL LIFE	02/28/2020	1,210.25
ACH	PRFED	PAYROLL TAXES	02/28/2020	70,773.79
ACH	PRICMA	I C M A RETIREMENT TRUST 457	02/28/2020	300.00
ACH	PRNATW	NATIONWIDE RETIREMENT SOLUTIO	02/28/2020	400.00
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	02/28/2020	732.00
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	02/28/2020	290.76
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	02/28/2020	20,508.68
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	02/28/2020	2,100.00
ACH	PRPERS	OREGON PERS	02/28/2020	93,675.39
125747	PRLINC	LINCOLN NATIONAL LIFE INS CO	02/28/2020	350.00
125748	PRSFIRE	UMPQUA BANK	02/28/2020	360.00
125749	879058	A Plus Awards	02/28/2020	73.00
125750	&525	American Staffing, Inc.	02/28/2020	938.25
125751	879455	Carquest Auto Parts	02/28/2020	93.36
125752	637830	Century Link	02/28/2020	751.63
125753	183201	CK3, LLC	02/28/2020	4,000.00
125754	270205	Emergency Responder Services, Inc.	02/28/2020	131.00
125755	376000	Idaho Power	02/28/2020	4,373.25
125756	382005	Interpath Laboratory, Inc.	02/28/2020	189.00
125757	420000	John Deere Financial	02/28/2020	112.42
125758	879328	Malheur County GIS	02/28/2020	80.00
125759	22427	Murrysmith, Inc.	02/28/2020	2,365.00
125760	582530	Oregon Corrections Enterprises	02/28/2020	126.00
125761	879012	State of Oregon Dept of Public Safety Stan	02/28/2020	40.00
125762	642093	Red's Automotive Repair, Inc.	02/28/2020	786.59
125763	644210	Roadrunner Towing, Inc.	02/28/2020	260.00
125764	878977	Snake River Valley Chief's Associaton	02/28/2020	256.00
125765	702008	Staples Business Credit	02/28/2020	171.16
125766	288897	Verizon	02/28/2020	1,989.25
125767	863995	White Cloud Communications-Boise, Inc.	02/28/2020	257.00
125768	UB*11710	XAVIER MENDEZ CLAUDIA FLORES	02/28/2020	91.41
125769	405947	Ben Esplin	02/28/2020	181.50
125770	UB*11709	BRENDA ESTRADA FIGUEROA	02/28/2020	62.74
125771	UB*11708	ONTARIO AUTO BROKERS	02/28/2020	95.94
125772	344001	Right Now, Inc.	02/28/2020	109.76
125773	684622	Marcy Siriwardene	02/28/2020	63.55
125774	879988	Nyssa Fire Department	02/28/2020	50.00
125775	879988	Nyssa Fire Department	02/28/2020	75.00
Total for 2/28/2020:				279,249.33
125776	037600	AT&T	03/06/2020	21.88
125777	130624	B & W Car Wash	03/06/2020	12.00
125778	879449	Baum Smith, LLC	03/06/2020	50.00
125779	626400	Campo & Poole Distributing, LLC	03/06/2020	2,850.20
125780	879445	Connected Professional Accountants, LLC	03/06/2020	21,200.00
125781	520400	Dorman's, Inc.	03/06/2020	136.17
125782	&260	Four Rivers Cultural Center	03/06/2020	10,088.71
125783	634311	Frazier Aviation, LLC	03/06/2020	425.00
125784	376000	Idaho Power	03/06/2020	142.35
125785	408200	J-U-B Engineers, Inc.	03/06/2020	5,522.50
125786	436000	Lindsay Eco Water	03/06/2020	29.00
125787	539200	Ontario Area Chamber of Commerce	03/06/2020	6,638.46
125788	572000	Ontario Sanitary Service, Inc.	03/06/2020	313.06
125789	583450	State of Oregon Dept of Corrections	03/06/2020	1,180.00
125790	879149	Pro Force Law Enforcement	03/06/2020	8,810.16

Check No	Vendor No	Vendor Name	Check Date	Check Amount
125791	130950	Sparklight Business	03/06/2020	63.75
125792	879425	Springbrook Software, LLC	03/06/2020	712.00
125793	878931	Tire Factory of Ontario	03/06/2020	210.00
125794	788402	TransUnion Risk & Alternative Data Soluti	03/06/2020	50.00
125795	842030	Warrington Construction	03/06/2020	70,075.28
125796	774001	Wtechlink	03/06/2020	300.00
Total for 3/6/2020:				128,830.52
Report Total (145 checks):				1,110,465.78