

**MISSION STATEMENT: TO CREATE A HEALTHY, SAFE, DIVERSE, AND PROSPEROUS CITY
BY ENGAGING COMMUNITY MEMBERS TO DEVELOP AN ENRICHED QUALITY OF LIFE.**



**COUNCIL MEETING AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
TUESDAY, DECEMBER 14, 2021, 6:00 PM, MT**
[Zoom Link](#)

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: Susann Mills ____ Sam Baker ____ John Kirby ____ Ken Hart ____
Michael Braden ____ Eddie Melendrez ____ Mayor Riley Hill ____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on December 10, 2021. 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) Council Meeting Minutes: October 26, 2021; November 9, 2021; November 23, 2021
- B) 2022 Meetings Calendar
- C) Housing Incentive Program: Rywest Homes (42-2021)
- D) Downtown Attraction Design with GGLO
- E) North South Trail ODOT Agreement

6) PRESENTATIONS

- A) City Manager Update

7) PUBLIC INPUT: The Ontario City Council is considering placing an increase to the Transient Lodging Tax of 1% on the May 2022 ballot for a vote of the citizenry. The funds will specifically be dedicated to supporting the operations of the Ontario Aquatic Center and the Malheur County Fair Grounds. The City Council is requesting public comment regarding this proposal at their December 14th City Council Meeting at 6 pm at City Hall.

8) OLD BUSINESS

- A) Transient Lodging Tax 1% Increase Proposal
- B) Ordinance #2799-2021: Planning Action 2021-07-28AZ - A Request by Gold Thumb Investments, LLC for the Annexation and Rezone of Property from Urban Growth Area Industrial (UGA-I) to City Light Industrial (I-1)
- C) Resolution #2021-138: Residency Policy
- D) Resolution #2021-139: Update on Airport Construction Power / Airport Power Lines
- E) Charter Amendments: Charter Review Ad Hoc Committee Proposal
- F) Charter Amendment: Council Involvement in Hiring of City Department Heads

9) NEW BUSINESS

- A) Housing Incentive Program: Greystone Builders (43-2021)
- B) American Rescue Plan Act Award for Airport
- C) Award of Engineering Design Contract for North Park Boulevard Extension
- D) Resolution #2021-140: Solar Renewable Energy Credits

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.

- E) OPIOID Law Suit Settlement Opt-In
- F) Request for Extension #3 of Rural Board Contract

10) PUBLIC HEARING

- A) Ordinance #2800-2021: Planning Action 2021-09-29AZ: A Request by Bill Mills of MML, LLC for the Annexation and Rezone of Property from Urban Growth Area Employment Zone 2 Acres (UGA-E-2) to City Employment Zone 2 Acres (E-2) to Allow Connection to City Services and Further Develop the Property
- B) Accept Right of Way for a Portion of Sunset Drive and Skookum Drive, per Approved Plat of Harrah Heights Subdivision, Approved Under Planning Action 2021-04-18 SUB

11) DEPARTMENT HEAD UPDATES

- A) Finance: Monthly Report
- B) Public Works: Quarterly Report

12) DISCUSSION ITEMS

- A) Continuation with Contracted Financial Services

13) HAND-OUTS

- A) Department Stats:
 - Fire & Rescue - November, 2021
 - Public Works - November, 2021
 - Police - November, 2021
 - Code Enforcement - November, 2021
- B) Check Register: October & November 2021

14) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

15) EXECUTIVE SESSION

- A) ORS 192.660(2)(a): Consider Employment of an Agent (City Attorney)
- B) ORS 192.660(2)(d): Labor Negotiations (Fire/IAFF)
- C) ORS 192.660(2)(i): Performance Evaluation (City Manager)

16) ACTION FOLLOWING EXECUTIVE SESSIONS

17) ADJOURN



CITY COUNCIL MEETING MINUTES October 26, 2021

The scheduled meeting of the Ontario City Council was called to order by Mayor Riley Hill at 6:00 p.m. on Tuesday, October 26, 2021, in the Council Chambers of City Hall. Council members present in person or by call-in were Riley Hill, Sam Baker, John Kirby, Ken Hart, Michael Braden, and Susann Mills. Eddie Melendrez was excused.

Members of staff present in person or by call-in were Adam Brown, Tori Barnett, Terry Leighton, Steven Romero, Kari Ott, Larry Sullivan, Al Cablay, Paul Woods, Casey Mordhorst, and Marc Berg. Larry Sullivan departed the meeting at 6.56 p.m.

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 October 22, 2021. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

Mayor Hill stated there were two additions to the Agenda. First, the settlement of the Stipe action; Second, adding 8C – Connect Oregon Endorsement Letter. Also

KIRBY moved, BAKER seconded, **TO ADOPT THE AGENDA AS AMENDED**. Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-out; Hill-yes. Motion carried 6/0/1.

PUBLIC COMMENT

Michael Miller, Ontario: *Thank you Mr. Mayor and Council people. For full disclosure, I'm also on the Parks Advisory Council and we've been making some real progress. We're fresh to the game. My first meeting was in January; a lot has come across our desk over the eight months, ten months now about parks, and the plans that we're putting together for improving the parks, along with our facilitator Jacobs, who takes care of most of the city facilities. We're getting along well with that. My main concern now is Moore Park, and I see it's on the purchase land swap with the Looks Nu Car Wash. As a citizen, I have an opinion, and I also have opinion, as an advisor, so I hope you'll allow me to express it in both voices. We've been looking at Moore Park as the Advisory Council, we've had a couple of meetings down there and been working with Jacobs to put in the new gazebo and those improvements. Along with that, the city's working with a company in Boise called Trademark for a downtown renovation. I'm not sure the timing on when Moore Park was conceived and then moving ahead with the purchase and the demolition that's supposed to be associated with that. The demolition is my concern, as an advisor, and I've been in the landscape/urban design business for a long time, about 50 years doing different things in those areas, and when I moved back to Ontario, I got involved in some things with Four Rivers Cultural Center. I'm only telling you this because you need to know where my vision's coming from. The park is a very nice space. It's the home of the old Moore Hotel that fell to fire. What's left in that larger space is the old, I think it was a Shell Station build by the Widmer family in 1954. This is what, and I'm looking at the building and the park, and I'm looking at the things that the most valuable. This facility is built out of concrete and cinder block with some wood siding, and it's set for demolition according to this land swap with Looks Nu Car Wash. I grew up in Ontario, and when I see this building, my father grew up in Ontario, so when I see this building, it's not only an old service station, it was very popular, it was one of the hot spots in Ontario as far as traffic*



and citizen use and the bus depot was across the street, but of course, the hotel. In 1954, Ontario was thriving. Everyone was doing pretty well. The Japanese had assimilated here very nicely and very comfortably. This service station was built mid-century, and I would call this mid-century architecture. That has some value in itself historically. Culturally, it's a piece of the community and has been since 1954. The value of the building, I don't know what the city settled on for the agreement, but as it sits, well, I won't even guess an amount, but to rebuild that would be, if it was a gas station, you know, a couple million dollars probably. As it sits, and it's been, and the tanks have all been taken out, so it's very clean, it's very solid, and I think it has more value than taking it off of there and creating a park with lawn and a few trees. It has greater value historically, architecturally, and the potential for a source of income as a visitor center. It's got restrooms, it's available, and it's solid. There would, of course, be some upkeep and renovations that needed to be done inside, but the building is solid, it has historical value. Our John Kirby and our fathers built this. This is part of the statement of our forefathers in this community. They all built this structure through the backs, through the labor, the materials, the craftsmanship, everything. This represents part of Ontario's history. I think it has great value in that way. Well, I think that kind of covers it. You know, this, I would consider the value of what's in the park now. They've got the gazebo put in there, which is very nice, and eventually that will fit in very comfortably, but is the gazebo more valuable than this structure? I think not. There'll be some, you know, negotiations are still on the table, I guess, but I would hope the Council would reconsider the demolition of this piece of Ontario's history. Even the parks, the planning manual that we get for the parks, they emphasize history and architecture that's valuable within the city. I think that is a case in point for this building and the history around it. Reconsider, please, I'd like to see it standing and be made of great use. It's not a liability in my eyes, it's an asset to this park system, can be in the downtown area, so please reconsider.

Bob Boyd, Ontario, read a statement into the record: Thank you for allowing me to speak on behalf of the Ontario Recreation District. As you are well aware, the ORD is committed to bringing a pool back to Ontario. With the funds set aside by the district, assistance from the city, along with future fundraising, the pool is becoming a reality. Plans are to have the pool completed by the end of the summer of 2023, with the possibility of sometime sooner. Surveys showed that according to the community, building a new pool was seen as a top priority in enhancing our town. The return of the pool will provide great benefits to our community that have been lacking since 2014. However, it is the maintaining of such a pool and the challenges it creates that bring me here tonight. The main reason the previous pool was closed was due not to the cost of constructing it, as to the cost of maintaining it. It does not make sense to go to great lengths to build a pool if there is the danger of its closure soon afterward. With this in mind, I'm here representing a proposal that with your support would go a long way in ensuring the pool would operate for many years to come. An increase of 1% in the TOT tax would help accomplish this without increasing any taxes within our district or require extra funding from the city. This TOT proposal would also include the County Fairgrounds, which would also receive yearly help in its operation. In closing, the proposal presented to you with support of the Council and residents of the city, will provide a safety net for both the operating of a future pool and the existing fairgrounds at no cost to the city or the taxpayer. With your approval, we would like to make this proposal a reality. Thank you.

PUBLIC HEARING

Resolution #2021-135: A Resolution of the Ontario City Council Declaring Certain Real Property, Being Lots 14 & 15 and the North 12 Feet of Lot 16 of Block 21 of the Original Townsite of Ontario as Surplus Land and No Longer Needed for Public Use and Approving the Sale of Said Real Property

It being the date advertised for public hearing on the matter stated above, 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.

Adam Brown, City Manager, presented.

The Hearing was opened for public testimony. Proponents: None.

Linda Henderson, Ontario, stated: I don't know if I'm an opponent so much, as just a member of the public and a vendor at the market. Thank you very much, Mr. Hill, for making this possible for us. So, I'm trying to understand



what's happening here. I would also like to thank the city for the continued presence of the portable toilet you provide for us every week. Do I understand correctly that the property that is known as Moore Park is owned by you, Mr. Hill?

Mayor Hill stated that was correct.

Ms. Henderson: Okay, so I guess I would like to somebody to speak to the overall picture of the park as a city entity that's half privately owned, and half publicly owned and what the future picture is. I apologize for coming in kind of late, because it sounds as if this has been discussed for a while.

Mayor Hill stated this was a time for comments and would not be answering all her questions. Currently, the city had a lease for 11 months a year for \$1 a year. He had been offered \$165K for it about three years ago. He chose not to sell because he wanted the city to have a park down there, and he wanted the Farmer's Market to continue. The reason for the 11 months a year was because he wanted to allow the churches to have services there during the Christmas season. If it was owned by the city, that wouldn't be possible.

Ms. Henderson: Okay, which is very nice of you. Is it likely that most of my questions are going to be answered in the course of this public presentation?

Mayor Hill stated he did not know but asked her to still state her comments.

Ms. Henderson: Well the last couple of years have been challenging because we've had to rearrange our spacing for pandemics and construction and when I hear that there's more change in the works, I get a little concerned and so I'm, I don't really know how to comment yay or nay on this because I don't understand all of the parts that are involved and what the grand picture is, as well, so, I guess, maybe, what I should say is just that we really appreciate having the park available for the Saturday Market, and hope that it continues to be available to us for that, and that we work out a way that we can get the parking fixed. Okay, thanks!

Opponents:

Michael Miller, Ontario, stated: *I have, my concerns are the kind of nebulous nature of this contract, given the fact that the Mayor owns half of the park, and the city will own the other half. I don't know what your intentions are for the future, or what safeguards that park will have for the future. But I'm still hanging on to the station being not demolished and that's part of this conversation, I believe. I hope we come to an agreement on it somehow. Even if the building itself, which is sound, had to come down, maybe you would leave some of the artifacts like the canopies over what used to be the pumps, and there's a very sturdy side on the north side of the property there that you could use to advertise for the park and different things. There's the guarantee for that park to be part of the city park is still up in the air as far as I'm concerned. I've not seen the written agreements about that. As far as the Christmas ceremony goes, even if the city owned it, they could do secular celebrations there, and not just Christmas, but the Buddhists could use their facility for that, the Obon Festival, there are many things that the whole community could use, just beyond the Christian community. So that's my, I think that's enough there. Thank you.*

Councilor Mills stated that Mr. Miller hit on what she was going to ask. The Mayor had been offered to sell the property at one time, so she wasn't sure of the future of the land he owned, the park, versus if at some point in the future, it was sold, where did that leave the property that was coming into the park and the functions there. She wasn't clear on what the plans were for the property the city would own. She had concerns.

There being no Proponent and no further Opponent testimony, the Hearing was closed.

HART moved, BAKER seconded, **THAT THE CITY COUNCIL APPROVE RESOLUTION #2021-135: A RESOLUTION OF THE ONTARIO CITY COUNCIL DECLARING CERTAIN REAL PROPERTY, BEING LOTS 14 & 15 AND THE NORTH 12 FEET OF LOT 16 OF BLOCK 21 OF THE ORIGINAL TOWNSITE OF ONTARIO AS SURPLUS LAND AND NO LONGER NEEDED FOR PUBLIC USE AND APPROVING THE SALE OF SAID REAL PROPERTY.** Roll call vote: Mills-no; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-out; Hill-yes. Motion carried 5/1/1.



Councilor Hart confirmed this action was to make surplus the parking lot and to sell the parking lot to Looks Nu Car Wash.

Mayor Hill stated that was correct.

HART moved, KIRBY seconded, **THAT THE CITY COUNCIL AUTHORIZE THE CITY MANAGER TO SIGN ALL THE DOCUMENTS REQUIRED TO COMPLETE THIS SALE, INCLUDING THE DEED TO TRANSFER TITLE.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-out; Hill-yes. Motion carried 6/0/1.

Stipe Settlement

Larry Sullivan, City Attorney, presented. The settlement was self-explanatory, but he thought there was going to be a stipulated judgment he thought was going to be presented to the Council that required the Mayor's signature, and that included all the terms of the settlement.

BAKER moved, BRADEN seconded, **THAT THE ONTARIO CITY COUNCIL APPROVE THE PROPOSED STIPULATED JUDGEMENT IN THE CASE OF CITY OF ONTARIO VS STIPE AND AUTHORIZE THE MAYOR TO SIGN ON THE CITY'S BEHALF.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-out; Hill-yes. Motion carried 6/0/1.

OLD BUSINESS

Purchase and Land Swap with Looks Nu Car Wash, Inc.

HART moved, BAKER seconded, **THE CITY COUNCIL APPROVE THE AGREEMENT BETWEEN THE CITY OF ONTARIO, OREGON AND LOOKS NU, INC. FOR THE PURCHASE AND TRADE OF LAND AND PROPERTY.** Roll call vote: Mills-no; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-out; Hill-yes. Motion carried 5/1/1.

PRESENTATIONS

City Manager Update *(Attached)*

Adam Brown, City Manager, presented.

Marijuana Funds Expenditures Update *(Attached)*

Kari Ott, Finance Director, presented.

NEW BUSINESS

Bid Award: Closed Circuit TV Sewer Line Inspection Services

Paul Woods, City Engineer, presented.

MILLS moved, KIRBY seconded, **THE COUNCIL AWARD THE BID FOR CLOSED CIRCUIT SEWER LINE INSPECTION SERVICES TO INTEGRITY INSPECTION SOLUTIONS IN THE AMOUNT OF \$370,087.60 AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT AND PURCHASE ORDER.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-out; Hill-yes. Motion carried 6/0/1.

Contract Award: Janitorial Services for City Facilities

Al Cablay, Public Works Director, presented.

HART moved, KIRBY seconded, **THE CITY COUNCIL AWARD THE CONTRACT FOR JANITORIAL SERVICES TO WESTERN BUILDING MAINTENANCE, BOISE, IDAHO.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-out; Hill-yes. Motion carried 6/0/1.



Connect Oregon Endorsement

Mayor Hill stated the city had received a letter from the Eastern Oregon Railroad asking the city to support them in a grant they were applying for that would upgrade the railroad for ConnectOregon. He read a sample letter into the record: *Commissioner Bob Van Brocklin, Chair, Oregon Transportation Commission; Dear Chair Van Brocklin, on behalf of the Ontario City Council, I would like to express our support for the Oregon Eastern Railroad ConnectOregon application. The OERR provides a critical link to the national freight network for our city serving multiple customers whose employees live and work in town. Ensuring the railroad's long-term success is critical for that employment base and the long-term viability of the rail shippers. This project will replace 1.3 miles of track, install 4,400 ties, surface 24 miles of track placing 3,000 pounds of ballast, along with some crossing and bridge work. This project, when complete, will improve safety and velocity while reducing costly derailment risks. This upgrade is instrumental in preserving rail as a viable "green" transportation option linking Ontario's rail-served customer to national and global markets. With this ConnectOregon project, the OERR will drive further investment into the rail infrastructure providing a more safe and efficient line. Having the ability to market more of the line to handle the standard weighted 286,000-pound rail car will put us in a position to capture more business opportunities which will in turn create more jobs for our community. On behalf of the people of the City of Ontario, I respectfully request that the ODOT give fair and favorable consideration to the OERR's ConnectOregon project to fund required upgrades to rail service that will keep this community competitive.*

KIRBY moved, MILLS seconded, **THE CITY COUNCIL ENDORSE THE LETTER SUPPORTING THE CONNECTOREGON APPLICATION BY THE OREGON EASTER RAILROAD.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-out; Hill-yes. Motion carried 6/0/1.

DEPARTMENT HEAD UPDATE**Finance: Monthly Report** (Attached)

Kari Ott, Finance Director, presented.

Ms. Ott stated she believed the Council was aware that the city discovered they had overpaid Jacobs for three years, so Finance was working with Jacobs to get the numbers aligned. That totaled \$166,878, over three years. There was \$89K for the past two years. Going forward, they would determine the correct numbers, receive a credit, but there was not a control in place that should have been, but going forward it would be. All contracts, not just Jacobs, would be filed with the purchase orders so the City Manager would know things had been reconciled. On the Jacobs side, their regional manager, indicated he would personally be reconciling the Jacobs/Ontario contract on a monthly basis.

Mayor Hill assumed the Finance staff would be conducting an internal review to determine if there were any other shortcomings. He suggested around 8-10% of the total for review.

Ms. Ott stated she would be reviewing the contracts, double-checking existing or installing new internal controls.

Ms. Ott stated the auditors were in Ontario the previous week, and overall, it appeared the audit went well. She was not aware of any large issues.

DISCUSSION ITEMS**TOT Increase Approval Process**

Brown, City Manager, stated Councilor Hart had asked him to do some research on the process to increase the existing TOT. Currently, there was a 9% Transient Lodging Tax, or previously referred to it as the TOT, or Transient Occupancy Tax. The 9% was split between multiple funds. The allocation and amount had been amended at least six times since 1978. The state had done some legislation in 2003, which limited some future uses, but grandfathered the previous uses. Any future uses had to maintain a 70/30% distribution for tourism related activities, which was very broad. The two facilities Councilor Hart asked to be looked at were the Desert Sage Event Center (the Malheur County Fairgrounds) and the Aquatic Center. The tourism facility was defined in general terms as something that



pulled someone into the city. He believed those two entities fell within the guidelines. Also, since they would be adding to the numerator, the clause of ensuring any future breakdown of 70/30 would not affect the breakdown if the Council implemented it. His understanding of the legislation and what he found helpful was the TLT guide from the League of Oregon Cities, (attached). The Council could implement the tax themselves or refer it to the voters.

Councilor Hart thanked Mr. Brown for pulling that together. He sat on the V&C Committee, and there had been a discussion about the TOT. The current TOT in Ontario was 9%, and the Chamber President researched other communities on their TOT amount. A 1% increase would generate approximately, estimated yearly, was \$120K annually in additional revenue. He would like the Council to explore, if they did increase the TOT from 9% to 10%, which would be similar to other communities in the area, to allocate those funds towards the two entities discussed. He'd like to allocate 75%, around \$90K annually, to the operations of the pool, and then the other 25%, or approximately \$30K annually, to the Fairgrounds. Both institutions brought in people into the city, and those were assets he'd like to see the city invest in. This was brought forward to determine if it could be done, and it appeared they could, so he'd like to bring a formal proposal forward for Council consideration. He'd like to put it before the voters on the May ballot. He'd like the Council to vote first to agree to do this, and following approval, place it on the May ballot. This would allow both the Recreation District and the Fair Board supporters to help campaign in the community pushing for a positive outcome in May. He reminded the Council the Charter amendments were slated for the May ballot already, so there would probably be no additional cost to the city to add this, other than the drafting of the language to appear on the ballot.

Mayor Hill stated the motel, hotel, and RV park owners would have an opportunity to comment on this proposal.

HAND OUTS

Check Register (Attached)

September 2021

Minutes (Attached)

County Court 10-06-2021

CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

- Mayor Hill asked if the Speed Boat races had been signed, and the city had in hand the reclamation bond?

Mr. Brown stated the business had ceased working on the project. They had sent a draft of the bond and expected approval tomorrow. He had also received some calls from state agencies to ensure rules and regulations were being adhered to.

ADJOURN

KIRBY moved, BAKER seconded, **THAT THE MEETING BE ADJOURNED**. Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-out; Hill-yes. Motion carried 6/0/1.

ACCEPTED:

ATTEST

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder





CITY COUNCIL MEETING MINUTES November 9, 2021

The scheduled meeting of the Ontario City Council was called to order by Mayor Riley Hill at 6:00 p.m. on Tuesday, November 9, 2021, in the Council Chambers of City Hall. Council members present in person or by call-in were Riley Hill, Sam Baker, John Kirby, Ken Hart, Michael Braden, Susann Mills, and Eddie Melendrez.

Members of staff present in person or by call-in were Adam Brown, Tori Barnett, Terry Leighton, Jason Cooper, Kari Ott, Larry Sullivan, Al Cablay, Paul Woods, Al Haun, and Marc Berg. Larry Sullivan departed the meeting at 6:57 p.m.

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

Lucy Mills led everyone in the Pledge of Allegiance.

AGENDA

This Agenda was posted on November 5, 2021. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

MILLS moved, HART seconded, **TO ADOPT THE AGENDA AS PRESENTED**. Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

PUBLIC COMMENT

Bob Simerly, McCain Foods, stated: *Thank you. I live in rural Nyssa. I'm an employee of McCain Foods. In 1998, McCain bought significant portions of Ore-Ida's business, including the appetizer business, which included onion rings. As part of that acquisition, we acquired a lease to onion storage facilities, which we subsequently bought in 2008, that is on, and completely surrounded by, Heinz property in Ontario. The reason that I am here today is just to let you know that, to make sure you are aware of that relationship. We currently have an easement, an ingress/egress from the facility to 3rd Street, and we want to be assured that we're going to be able to continue access to our building. We have requested and have received written notice from Heinz that we will, so we are not raising any objection, we just want to be on record as having that relationship, having that facility there on the Heinz campus and wanting to ensure that we have unencumbered access to it.*

Mayor Hill stated he assumed it was a recorded easement.

Mr. Simerly: *Yes, and the Planning Commission has a copy of it.*

CONSENT AGENDA

HART moved, MILLS seconded, **TO ADOPT THE CONSENT AGENDA, WHICH INCLUDED CITY COUNCIL MEETING MINUTES OF SEPTEMBER 14, 2021**. Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.



OLD BUSINESS**Sales Agreement between Nascosto and City of Ontario: Tapadera Lift Station Property Purchase**

Dan Cummings, Community Development Director, presented.

HART moved, MELENDREAZ seconded, **THE CITY COUNCIL APPROVE THE SALES AGREEMENT BETWEEN NASCOSTO LLC AND THE CITY OF ONTARIO AS PER ATTACHMENT 1 OF THIS REPORT AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT FOR A TOTAL DOLLAR AMOUNT OF \$8,949.60.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

Motion for Downtown Lights and Carriage

Councilor Hart stated the V&C Committee approved to grant funds to allow business owners downtown to purchase lights. They were looking for a Hallmark downtown experience. As part of that, the city would like to use funds from the City Manager's budget to contribute \$700 to cover the expense of the horse and buggy/sleigh that would be participating in the Frosti Fest event.

MELENDREZ moved, HART seconded, **THE CITY COUNCIL AUTHORIZE STAFF TO SUPPORT THE DOWNTOWN BUSINESSES WITH A DONATION OF \$700 TO BE USED AS A GRANT MATCH TO PAY FOR HOLIDAY LIGHTS FOR DOWNTOWN BUSINESSES.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

NEW BUSINESS**New Hangar Lease: Rick Todd, 131 Cessna**

Dan Cummings, Community Development Director, presented.

MELENDREZ moved, HART seconded, **THE COUNCIL CITY COUNCIL APPROVE THE HANGER LEASE OF 131 CESSNA TO RICK TODD.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

Hunter Lane septic Failure and Request for Deferred Improvement Agreement

Paul Woods, City Engineer, and Al Haun, Senior Engineering Technician, presented.

HART moved, BAKER seconded, **THAT THE CITY COUNCIL APPROVE THE DEFERRED IMPROVEMENT AGREEMENT REQUEST AND DIRECT STAFF TO WORK WITH THE OWNER OF THE PROPERTY AT 1707 HUNTER LANE TO FINALIZE THE AGREEMENT AND TO DIRECT STAFF TO UTILIZE SDC FUNDS TO DO THE ENGINEERING FOR THE ENTIRE HUNTER LANE.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

Mr. Brown stated they might be able to use ARPA funds for the project, instead of hitting the city's checkbook. He'd confer with the Finance Director on that.

Resolution #2021-137: Appropriate Additional Funds for CCTV Services

Kari Ott, Finance Director, presented.

HART moved, BAKER seconded, **THE CITY COUNCIL CITY COUNCIL APPROVE RESOLUTION #2021-137 TO APPROPRIATE ADDITIONAL FUNDS FOR CLOSED CIRCUIT SEWER LINE INSPECTION SERVICES.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

PUBLIC HEARING

Ordinance #2798-2021: Vacating all that Portion of NE 2nd Street Lying between NE 5th Avenue and NE 6th Avenue; All that Portion of NE 3rd Street Lying Between NE 5th Avenue and south of I-84; That Portion of NE 5th Avenue Lying East of NE 3rd Street and West of the East Side of Blocks 178 and 179; That Portion of NE 6th Avenue Lying East of Blocks 186 and 187 and West of the East Side of blocks 177 and 178 of Wilson's Supplemental Plat, to the City of Ontario and all of the Alley within Block 179 of said Wilson's Supplemental Plat, on First Reading by Title Only

It being the date advertised for public hearing on the matter stated above, 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. Proponents: None. Opponents: None. There being no Proponent and no Opponent testimony, the Hearing was closed.

BAKER moved, MELENDREZ seconded, **THAT THE CITY COUNCIL APPROVE ORDINANCE #2798-2021, AN ORDINANCE VACATING ALL THAT PORTION OF NE 2ND STREET LYING BETWEEN NE 5TH AVENUE AND NE 6TH AVENUE; ALL THAT PORTION OF NE 3RD STREET LYING BETWEEN NE 5TH AVENUE AND SOUTH OF I-84; THAT PORTION OF NE 5TH AVENUE LYING EAST OF NE 3RD STREET AND WEST OF THE EAST SIDE OF BLOCKS 178 AND 179; THAT PORTION OF NE 6TH AVENUE LYING EAST OF BLOCKS 186 AND 187 AND WEST OF THE EAST SIDE OF BLOCKS 177 AND 178 OF WILSON'S SUPPLEMENTAL PLAT TO THE CITY OF ONTARIO AS SHOWN ON ATTACHED EXHIBIT "A" AND ALL OF THE ALLEY WITHIN BLOCK 179 OF SAID WILSON'S SUPPLEMENTAL PLAT IN THIS REPORT, ON FIRST READING BY TITLE ONLY.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

HART moved, KIRBY seconded, **THAT THE CITY COUNCIL WAIVE THE SECOND READING OF ORDINANCE #2798-2021, AN ORDINANCE VACATING ALL THAT PORTION OF NE 2ND STREET LYING BETWEEN NE 5TH AVENUE AND NE 6TH AVENUE; ALL THAT PORTION OF NE 3RD STREET LYING BETWEEN NE 5TH AVENUE AND SOUTH OF I-84; THAT PORTION OF NE 5TH AVENUE LYING EAST OF NE 3RD STREET AND WEST OF THE EAST SIDE OF BLOCKS 178 AND 179; THAT PORTION OF NE 6TH AVENUE LYING EAST OF BLOCKS 186 AND 187 AND WEST OF THE EAST SIDE OF BLOCKS 177 AND 178 OF WILSON'S SUPPLEMENTAL PLAT TO THE CITY OF ONTARIO AS SHOWN ON ATTACHED EXHIBIT "A" AND ALL OF THE ALLEY WITHIN BLOCK 179 OF SAID WILSON'S SUPPLEMENTAL PLAT IN THIS REPORT.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

Ordinance #2799-2021: Planning Action 2021-07-28AZ – A Request by Gold Thumb Investments, LLC, for the Annexation and Rezone of Property from Urban Growth Area Industrial (UGA-I) to City Light Industrial (I-1) on First Reading by Title Only

It being the date advertised for public hearing on the matter stated above, 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.

Councilor Baker asked where the street improvements would be?

Mr. Cummings stated code only required improvements in front of their own property; however, they would be speaking with other owners in the area to see if there was interest in improving further sections while construction was occurring.



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

HART moved, MILLS seconded, **TO TABLE THE ACTION PENDING LEGAL COUNSEL**. Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-no; Hart-yes; Melendrez-yes; Hill-no. Motion carried 5/2/0.

DISCUSSION ITEMS

2022-2023 Budget Calendar

Adam Brown, City Manager, stated staff was seeking approval of the proposed budget calendar for the 2022-2023 fiscal year, which would begin July 1, 2022.

Councilor Hart stated he had spoken with both Kari Ott and Adam Brown, and they were all in agreement if they could get the three-day budget marathon into a quality two-day job, would be appreciated by everyone involved. He'd leave it on the calendar for three days left the third day as a reserve.

City Leases

Adam Brown, City Manager, stated this had been requested by Councilor Hart. He had wanted to confirm the city was doing due diligence on city leases. At the airport, there were a couple that were beyond 30 days. Another lease was at the golf course. The city had been attempting to put the golf course amenities to use, and one proposal had been to turn sheds into storage units. The city entered into a contract with the Leavitt's, who began working three units, and after some time determined they had taken on more than they could handle and couldn't continue. They had never made any money, but indicated they were committed to the lease, and they intended to pay the city for that lease. He'd received a message that day from them but hadn't connected with them yet.

Kari Ott, Finance Director, stated the lease was \$140 a month, but they had some past due. They were paying sporadically. They had never quit paying but were just behind.

Councilor Hart asked what the \$373 and the \$6,500 were.

Ms. Ott stated that was the past due amount. The past due had gone before Council, which resulted in a Promissory Note, which reflected the amount of the note that had not been paid; it was \$140 for the current lease, and the remainder was from the past due.

Mr. Brown stated they relinquished control of the units. They retained three units they'd completed, which was where the \$140 a month was being used. The remainder had been released.

Councilor Braden stated he personally knew the Leavitts and was involved and aware of this lease agreement as it was developed four years ago. Ms. Leavitt contacted him that day, knowing this discussion was on the agenda, and he spoke briefly with her about it. The Leavitt's basic issue was that their lease was based on projected revenue, sharing a percentage of their revenue back with the city, but they failed to develop. They did make good on saying they'd tied up the property for 18 months and were willing to sign a note, but it was a failed business venture on their part, and they were paying from personal funds that were quite difficult currently. She asked if there was a way to get a reduction or relief from this issue. He asked her to contact Mr. Brown, to see if he thought they should appear before the Council. He wanted the Council to know the discussion he had and the reasoning behind it. But he wanted her to meet with MR. brown to develop a proposal for the Council of there was potential to go that route.

Mr. Brown stated he would appreciate any thoughts from the Council on the matter before speaking with Ms. Leavitt. They had never collected any rent off the units.

Councilor Braden stated his thoughts were that they agreed to pay a note for the lease when they hadn't collected any money because they felt it was the right and honorable thing to do since they'd tied up the property. They relinquished rights to the property when they terminated the lease and signed the note. He looked at the use of the golf course, and the city failed to generate any additional revenue from it. He didn't see cause for the Leavitts to pay for what didn't come to fruition; to continue paying the city for it, if something like this came to the Council on a city property, he would have considered relief. His suggestion would be to have Mr. Brown discuss a reduction of the matter with the Leavitts, and then determine if they or he would present to the Council.

Mayor Hill stated it would be good to hear a proposal from them.

Councilor Hart stated unrelated to the Leavitt situation, his goal was to see how the city was tracking leases, what occurred if someone got behind, when did notice go out, that type of thing. He wanted a consistent process, ensuring if a renter became delinquent, the Council was informed.

City Attorney Proposal

Adam Brown, City Manager, stated staff had been working to receive a proposal from Yturri Rose for legal counsel, and had received it from a new attorney to the firm. Their hourly rate was \$300 per hour. He hadn't seen any municipal experience, as it was a specialized part of law. Councilor Hart had indicated that many things could be done virtually, so based on that, he sought some references from the League of Oregon Cities. He located another attorney who was interested, who was in a firm located in Bend who had over 20 municipal clients. The applicant commented he was aware there would be times he would be needed to appear in person, and he'd have no problem driving to Ontario. They could provide municipal law services from their location in Bend. Further, he learned the attorneys could be interviewed in closed session.

Mayor Hill stated in noting the fee schedule, there might be a possibility of having a split fee schedule. Someone just listening to the Council talk versus having to do legal work. That might be two different fees, which should be explored.

Councilor Hart Request for Transient Lodging Tax

Councilor Hart stated at the previous meeting, he had asked staff to research what the steps were to increase the TOT and it had been shared that the Council had authority to do that and would not have to take it before the voters. His intention was to ask staff to help him draft a resolution for the second meeting in December, or the first one so they'd not have to have a second one. There was one more meeting in November, then one in December. He wanted to provide ample notice to the community of the intent to bring that resolution to the first meeting in December, where he wanted to vote to increase the TOT an additional 1%, taking them from 9% to 10%. The proceeds of an estimated \$120K annually would see 75% dedicated to the operation of the pool when opened, and 25% to the operation of the Malheur County Fairgrounds. If the Council approved that, they would send that to the voters on the May 2022 ballot to approve or deny the increase.

Mr. Brown confirmed that Councilor Hart wanted to word the ballot measure to read that if the voters approved, the City Council would enact it.

Councilor Hart stated yes, whatever the legal steps were. The Council would take the action to send it for a vote, and the results would be enacted by the Council.

December Meeting Schedule

Adam Brown, City Manager, stated when reviewing the meeting schedule with Mayor Hill, and Councilors Hart and Baker, it was noted the second Council meeting in December was between the week of Christmas and New Year's Day. Those three in attendance wanted it discussed with the rest of the Council to remove that particular meeting. It had been suggested to meet on the 7th, and if needed the second meeting on the 14th.



Councilor Braden stated they would have their next Council meeting in two weeks, on the 23rd, then they were asking to add an additional meeting on the 7th, and then do a regularly scheduled meeting on the 14th. He did not feel the need to add the December 7th meeting, unless there was something timely or a large workload. He'd rather wait for the 14th and just have one December meeting.

Mayor Hill asked what direction the Council would like to move?

Councilor Braden stated he'd rather skip the 7th, do the 14th, and not have a second meeting in December, (the 4th Tuesday of the month) and meet again on the second Tuesday of January. Basically, stick to the regular schedule, but drop the second meeting in December (the 28th).

Council consensus to accept the idea presented by Councilor Braden.

HAND OUTS

Monthly Stats (Attached)

October 2021: Fire & Rescue, Public Works; Police; Code Enforcement

Minutes (Attached)

County Court 10-20-2021

CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

- Adam Brown stated he had attended the Airport meeting, and it went well. They had previously discussed looking at alternatives to the Commercial Use Fee of \$1K for using the airport as someone's business. When it was discussed previously, Councilor Kirby reminded them all that something had to pay for the airport, so they might think of that. If they wanted to eliminate a revenue, where would it be made up? Chairman Bain asked the committee to think on that and bring back ideas to the next meeting. When they met again, following discussion, it was determined that it made sense that the operators using the airport should have to pay more, and that it shouldn't be placed on the hangar owners. The committee voted to leave it unchanged.
- Mayor Hill stated at a previous meeting they had discussed a plan to do a purge of the evidence room. Any forward motion on that?

Mr. Brown stated it had been a struggle to find someone. Interim Chief Bartol was coming in December, and would be helping acting Chief Cooper, and he hoped he had some resources. He had reached out to the company who had contacted some members of Council, but had not heard back from them. He was also working with CIS who had a retired law enforcement person on staff, and he was hoping for some ideas from him. After spending several hours on this, he'd been totally unsuccessful so far on getting this going.

- Mayor Hill stated there were two studies related to the bridge – one for the traffic study need and the other was the economic study. Were there any updates there?

Mr. Brown stated for the economic study, he was still waiting on that from Eco Northwest. They were supposed to be getting him a study. It had been about three weeks, so he'd reach out to others.

Mayor Hill stated the package has been passed, the infrastructure bill, so it would be good for Ontario to be ahead of the game.



Mr. Woods stated the traffic study was being done by Jacobs. To date, they had all the data they could find, and were working to collect more via a subcontractor. It had been difficult, but they'd collected some good data. One other piece of information regarding another bridge over the Willamette, that had been done through an environmental perspective, called a categorical exclusion, which had been done through a CDBG project and cost around \$50K. He and Mr. Brown were working with Merchant McIntyre to get some help.

- Mayor Hill asked about other engineering projects the city wanted to get ahead of the curve on, would he please bring those forward to the next meeting, unless he could tell them now.

Mr. Woods stated the water and sewer extension to Treasure200 and Navarette had 30% of the design done, working towards 90%. They encountered a few issues but saw no permit issues. Regarding the Tater Tot trail, they were helping get the grant application submitted. The airport project was underway, but they couldn't get it paved this year because of the Idaho Power poles being moved.

Mayor Hill stated the infrastructure bill for \$1.2T was going to be out there, but were there any other projects they should push for to get a piece of those funds?

Mr. Woods stated he'd love to see them use that for pavement projects on NE Oregon, or the extension of SE 2nd Street, or the Water Plant expansion, or an upgrade to Eastside reservoir.

- Mayor Hill asked the status of the water race at golf course?

Mr. Brown stated he was not sure if the promotor would be able to pull off a spring race. He's going after all the due diligence, receiving help from both Dan Cummings and Paul Woods, but there were a lot of hurdles to pull this off.

- Councilor Melendrez thanked Public Works for all the No Parking signs they'd installed on the east side of town.

EXECUTIVE SESSION

Executive Session: ORS 192.660(2)(h)

An Executive Session was called at 7:58 p.m. under provisions of ORS 192.660(2)(h) to discuss current or potential litigation. The Council adjourned the session at 8:30 p.m. and returned to the regular meeting.

- Mayor Hill asked the City Manager to provide him with a copy of the Rural Fire Department report that had been conducted by the CPA firm.

ADJOURN

HART moved, MELENDREZ seconded, **THAT THE MEETING BE ADJOURNED**. Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

ACCEPTED:

ATTEST

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder





CITY COUNCIL MEETING MINUTES November 23, 2021

The scheduled meeting of the Ontario City Council was called to order by Mayor Riley Hill at 6:00 p.m. on Tuesday, November 23, 2021, in the Council Chambers of City Hall. Council members present in person or by call-in were Riley Hill, Sam Baker, John Kirby, Michael Braden, Susann Mills, and Eddie Melendrez. Ken Hart arrived at 6:36 p.m.

Members of staff present in person or by call-in were Adam Brown, Tori Barnett, Terry Leighton, Jason Cooper, Larry Sullivan, and Marc Berg.

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 November 19, 2021. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

Mayor Hill pulled item 9A, Public Works Quarterly Report, and item 13B, Executive Session under ORS 192.660(2)(a) Employment Consideration.

BRADEN moved, BAKER seconded, **TO ADOPT THE AGENDA AS AMENDED**. Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-out; Melendrez-yes; Hill-yes. Motion carried 6/0/1.

CONSENT AGENDA

BRADEN moved, MILLS seconded, **TO ADOPT THE CONSENT AGENDA, WHICH INCLUDED CITY COUNCIL MEETING MINUTES OF OCTOBER 12, 2021, AND OCTOBER 22, 2021; AND APPOINTMENT TO THE PARKS COMMITTEE: EFREN GARZA (KIWANIS CLUB REPRESENTATIVE)**. Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-out; Melendrez-yes; Hill-yes. Motion carried 6/0/1.

Efren Garza, newly appointed Parks Committee member, stated he was a retired nurse manager and also a clergyperson. Today was his 22nd year anniversary. He had retired in Ontario with his partner, and was also now a member of the Kiwanis, which he found very exciting because he wanted to compliment the city on so many civic organizations that exist within this small town. The civic spirit here is very large, and so are the hearts of the citizens, and he looked forward to working in this community in this type of manner.

OLD BUSINESS

Economic Impact of Second Bridge Crossing

Adam Brown, City Manager, presented.

KIRBY moved, MILLS seconded, **THE CITY COUNCIL APPROVE THE PROPOSAL BY THE FCS GROUP TO PERFORM AN ECONOMIC ANALYSIS OF A SECOND BRIDGE CROSSING OVER THE SNAKE RIVER FOR A PRICE NOT TO EXCEED \$15,770**. Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-out; Melendrez-yes; Hill-yes. Motion carried 6/0/1.



NEW BUSINESS**Acceptance of Public Utility Easement**

Dan Cummings, Community Development Director, presented.

MILLS moved, KIRBY seconded, **THE CITY COUNCIL ACCEPT THE PUBLIC UTILITY EASEMENT AS SHOWN ON ATTACHMENT 1 AND AUTHORIZE THE MAYOR TO SIGN THE PUBLIC UTILITY EASEMENT AND FURTHER INSTRUCT THE CITY RECORDER TO RECORD SAID EASEMENT WITHIN THE MALHEUR COUNTY CLERK'S LAND RECORDS.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-out; Melendrez-yes; Hill-yes. Motion carried 6/0/1.

Construction of Power Lines at the Ontario Municipal Airport

Dan Cummings, Community Development Director, presented. *(See also new attached handouts)*

KIRBY moved, MILLS seconded, **THE CITY COUNCIL APPROVE THE PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$35,000 FOR THE CONSTRUCTION OF POWER LINES TO THE TWO HANGER PAD AREAS AS SHOWN ON ATTACHMENTS 1 AND 2 OF THIS REPORT.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-out; Melendrez-yes; Hill-yes. Motion carried 6/0/1.

Councilor Ken Hart arrived at the meeting.

BRADEN moved, HART seconded, **THAT THE CITY COUNCIL WAIVE THE IDAHO POWER RECAPTURE AND INITIATE A PROPORTIONAL RECAPTURE TO EACH HANGAR RECAPTURE FEE OF A PROPORTION COST OF THE POWER COSTS TO EACH HANGAR.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

PUBLIC HEARING**Ordinance #2799-2021: Planning Action 2021-07-28AZ – A Request by Gold Thumb Investments, LLC, for the Annexation and Rezone of Property from Urban Growth Area Industrial (UGA-I) to City Light Industrial (I-1)**

It being the date advertised for public hearing on the matter stated above, 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, reminded the Council that the issue was tabled at the previous meeting, pending an opinion from the City Attorney.

Larry Sullivan, City Attorney, stated he held several discussions with Mr. Cummings, and it was possible that there might be some loophole that would allow the city to move ahead without approving the annexation. It was possible to have an election for an annexation, rather than have it approved by the Council; however, Mr. Cummings did not like that approach. It was the position of Mr. Cummings that if the criteria were all met for the annexation, the Council would be acting contrary to the evidence if it made a decision that did not support the annexation. He agreed with that statement except there was a history in Oregon of having annexations done by elections instead of done by cities. The Oregon Statute that allowed cities to do annexations without an election had some requirements imposed, mainly that all the property owners and a majority of the electors within the area to be annexed had to support the annexation. In the current case, there was 100% of both property owners and electors who were in support of the annexation, therefore, the criteria were met for doing the annexation. The question was if that obligated the city to move forward with the annexation. There were cases in Oregon that read there was a political component to annexations. Not only were annexations land use issues, but they were also a political decision, that voters could be given the opportunity to vote on the action. The only loophole that the city might be able to pursue, if a majority of the Council was not in favor of the annexation, they could call for an election of the annexation, which could be placed on the May 2022 primary.

Mr. Cummings stated he was not in favor of holding an election for this annexation was because the Council was then setting a precedent. The city had already annexed several properties, and he had three more waiting in his office to move forward. The city had a Comprehensive Plan, regulations in place on the requirements for annexation, and there was a development code which dictated what could happen within those codes. It made no sense for the city to send it forward for an election. However, it was the choice of the Council to send all annexations now to a vote of the people, which would slow up development in the Urban Growth Boundary.

Councilor Mills stated it was her understanding there was property around the subject property that had already been put into Light Industrial and the property owners around the subject property had not voiced disapproval for the annexation.

Mr. Cummings stated the city had already completed two actions identical to the proposed action. Pointing to the map, he indicated “this” property sat “right here”, the city had already annexed in a piece of property “right here” under the same rules and regulations and had already annexed “this” piece of property “here” under the same rules and regulations. These two were identical that were recently done, “this” one was coming, “this” was the other one he was speaking of, which would be on the next agenda depending on which route the Council took. The same thing being asked in the current action occurred right “here” and right “here” over the last two years.

Councilor Hart stated that was his point. He did not know that had occurred since his appointment to the Council. There had been an election held, there were new members, along with another appointment, so the question of was did the actions of prior Councils bind the current Council to do the same thing, to not make any changes. The was like saying this group of seven was the same as who was there before, and that was not the case.

Mr. Cummings agreed, but his argument was that the city was constantly annexing properties into the Urban Growth. He’d done at least 10 or 12 over the past two years. The Council could start a new precedent that any annexation would go to the electors.

Mayor Hill asked if the annexation and rezone were two separate issues.

Mr. Sullivan stated they were two separate issues, to some extent. The rules governing each are different. There was a bit of an overlap as annexations were a type of land use decision, but they were also determined to be political, which land use issue were not supposed to be. Anybody could vote against an annexation for any reason. When an applicant makes an application for an annexation, they are not required to inform the city as to what they intended to do with the property as long as it was going to follow the zoning regulations. If there was an area in the UGA that was Light Industrial, and someone wanted to annex that in, and all they told the city was that they wanted more Light Industrial land so they wanted to annex, the city might not be in a position to determine that it should go to the voters because there was a dispensary that might be built on the property. That would be true of any potential annexation involving Light Industrial property if it was outside the buffer zones that would prohibit the dispensary on the parcel. The city might end up with a situation where people were requesting to annex, but refusing to tell the city why, if they believed some of the Councilors might use that as an excuse to put it up for a vote of the citizens.

Mr. Cummings stated Mr. Sullivan was correct; part of the annexation application did not require – and he’d guess that if the Council wanted to send it to a vote of the people, the applicant was not going to list what they were going to develop. The requirement was to annex it and rezone the property to what the city’s Comprehensive Plan dictated.

Mayor Hill stated it was currently in county as UGA-1, but when it came into the city, it became city Light Industrial as dictated by the Comprehensive Plan.



Mr. Cummings stated it would be Urban Growth Light Industrial by the county. When it was annexed by the city, the city had to give it a city zone, which would be City I-1, or City Light Industrial. The city code worked in the UGA, but once annexed into the city, there was a requirement to hook into city water and sewer services.

Councilor Hart stated the retail donut shop could be put in under the county rules?

Mr. Cummings stated yes, it could, but under the county rules and it would be on septic.

Councilor Hart asked if they'd have to ask for an exception to put a retail location in?

Mr. Cummings stated one retail marijuana facility they could not have in the county; everything else they could, because the county had not lifted the marijuana ban.

MELENDREZ moved, BRADEN seconded, **THAT THE CITY COUNCIL APPROVE THE FINDING OF FACTS AND THE PLANNING COMMISSION RECOMMENDATION FOR THE ANNEXATION AND REZONE OF THE SUBJECT PROPERTY FROM URBAN GROWTH AREA INDUSTRIAL (UGA-I) TO CITY LIGHT INDUSTRIAL (I-1), AS SET FORTH IN ACTION 2021-07-28AZ BASED ON THE INFORMATION, FINDINGS, AND CONCLUSIONS SET FORTH IN SECTIONS I THROUGH IV OF THIS REPORT.** No vote.

Councilor Hart wanted to clarify to the City Attorney the reason this action had been tabled at the previous meeting was the bar associated with the Findings of Fact was higher, specifically there was a Fact that he disagreed with, versus the second, if this were to pass, the second motion on annexation, to use Mr. Sullivan's term, was more political, more of a Council decision, with some separation from the Finding of Fact. Was that correct?

Mr. Sullivan stated the political component entered if the Council decided to have an election. If there were no election, the Council would be bound by the Findings of Fact as presented.

Councilor Hart verified that voting for one meant voting for both?

Mr. Sullivan stated yes, unless the Council referred it to the voters, because the Council had no Facts they could offer that would support a land use issue, but denial of the annexation. Unless they did have a Fact that they believed supported a denial of the annexation based on the city's land use regulations, that would be worth discussing. But, if the Council voted to approve the Findings of Fact that had been submitted, the Council was locking themselves into having to vote either to grant or deny the annexation. If they denied it, they were opening the city up to a LUBA challenge that would probably overturn the city's denial.

Mr. Cummings added that if that was what they wanted, they needed to do it at this motion. They should deny the Findings and then develop new Findings of why it was denied. They would have to establish legal reasons for denial.

Mr. Sullivan stated there was currently a motion and second on the floor to Approve the Findings of Fact. That needed a vote on that motion before having a competing motion to not approve them.

Mayor Hill stated that supposing the Council approved the Findings; then there'd be no election?

Mr. Sullivan stated no, they'd could have an election then. The second motion would be, because what they'd be finding would that this property was suitable for annexation. The city could not move forward with an election if the applicants for the annexation had not satisfied the city's requirements for annexation through the Findings of Fact.

Councilor Kirby stated they had established buffer zones following the election to allow marijuana into the city. However, in his mind, the audience chairs should be all filled with other dispensary owners opposing this current action because another dispensary would increase supply of marijuana and their portion of the pie would decrease.

The Planning Commission had approved the Findings of Fact, so he didn't think the Council was hurting themselves, but the dispensary owners that were not in attendance, were the ones getting their throats cut.

Mr. Sullivan stated ultimately if the Council passed a motion to refer this to the voters for an election, there was a case in Oregon that read that decision could be challenged through LUBA. The challenging of that decision wouldn't be the same as the challenge for denial, but that was a land use decision, to refer an annexation to the voters, so it could be appealed to LUBA. He wasn't saying this was a way to avoid a legal challenge to what the city was doing if the city referred it to the voters, the applicant for the annexation could decide to challenge that decision and appeal it to LUBA. That correctness of that decision would be easier to uphold before LUBA, over a denial of the annexation. The city was recognizing there was a political component to an annexation and the voters should have a right to deny or approve it, in this particular case, if that was the decision of the Council.

RETYPE MOTION:

MELENDREZ moved, BRADEN seconded, **THAT THE CITY COUNCIL APPROVE THE FINDING OF FACTS AND THE PLANNING COMMISSION RECOMMENDATION FOR THE ANNEXATION AND REZONE OF THE SUBJECT PROPERTY FROM URBAN GROWTH AREA INDUSTRIAL (UGA-I) TO CITY LIGHT INDUSTRIAL (I-1), AS SET FORTH IN ACTION 2021-07-28AZ BASED ON THE INFORMATION, FINDINGS, AND CONCLUSIONS SET FORTH IN SECTIONS I THROUGH IV OF THIS REPORT.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-no; Melendrez-yes; Hill-yes. Motion carried 6/1/0.

HART moved **TO REFER THE ANNEXATION OF THIS PROPERTY TO A VOTE OF THE PEOPLE IN MAY OF NEXT YEAR.** Motion died for lack of second.

MELENDREZ moved, BRADEN seconded, **THAT THE CITY COUNCIL APPROVE ORDINANCE #2799-2021, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO FROM URBAN GROWTH AREA INDUSTRIAL (UGA-I) TO CITY LIGHT INDUSTRIAL (I-1), BEING A PARCEL WITHIN THE SW¼ NW¼ SECTION 33, TOWNSHIP 17 SOUTH RANGE 47 EAST, W.M., ON FIRST READING BY TITLE ONLY.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-no; Melendrez-yes; Hill-yes. Motion carried 6/1/0.

DISCUSSION ITEMS

Downtown Attraction

Adam Brown, City Manager, stated this was a preview that would be back before Council for action at the December 14th meeting. The designers for the Moore Park project reached the limits of their expertise and wanted to bring on a landscape architect. They spoke with GGLO, out of Boise, who helped them with Indian Creek Plaza and Cherry Park. In the files submitted for review, they provided a comparison of the park space the city had to work with versus what they worked with at Indian Creek and Cherry Park, and both had public entertainment spaces and were generally park areas. The proposal would be to bring GGLO on for \$45K, who would work with Trademark to create a plan that would be close to a final. This would all be done within the budget established this year for the park, which was \$200K.

Mayor Hill stated he would be meeting with his attorney on Wednesday to discuss a more permanent arrangement for the piece of land, continuing to work with the city.

City Attorney Proposals

Adam Brown stated the candidate was ill, so she'd be at the 14th meeting.



Evidence Purge Proposal

Adam Brown stated the proposal was currently being developed between Interim Chief Steve Bartol and Lt. Cooper. They were giving information back to a company, who appeared to be the only one of its type that could be found, who conducted purges of evidence rooms. In speaking with Lt. Duncan, OSP, they discovered the state used a service on the other side of the state. Once the paperwork was completed, they filled a container, sent it over to them, and it was incinerated. Lt. Cooper got moving on that piece. They were still seeking out other companies.

Mayor Hill stated he thought he heard that when the new chief took over, the interim chief could purge, or the new chief coming in could do the purge before taking over official duties. Had he imagined that?

Mr. Brown stated that might have been a hope. There had been several conversations about it, and the hope was that this could be the primary focus of the interim chief to give Lt. Cooper an extra set of hands. Currently, the department was struggling to keep up with the intake of new evidence, as well as running out of space. The main goal was to locate an entity that could take care of this.

Mayor Hill stated for the future, how long after a trial was done, did the city have to retain evidence? Could it be disposed of immediately to prevent the buildup of 16,000+ pieces of evidence? What was the procedure?

Mr. Brown stated it needed to be built into the SOP for intake and regular purging. Each item had its own retention requirement based on the type of case.

Jason Cooper, OPD Lt., stated each piece of evidence had to receive a disposition from the District Attorney if it related to a case, and they were the authorizing agent who allowed OPD to either release the property back to the owner or destroy it. Some of the articles of evidence, depending on age, they might already have a disposition or there might be one that existed that wasn't held in house, but that was how they moved forward. Depending on the severity or type of crime, there were retention periods associated with that which the department had to follow before disposing of any evidence. Certain cases had timelines where they were appealed, and the department still had to maintain the evidence until that time passed.

Mayor Hill asked whose hand that was in? Was that through the District Attorney, who might need prompting, or was there an automatic notification?

Lt. Cooper stated that was a combination. In the past, it was case specific. Sometime the department received dispositions, other times there might be a disposition that existed, but it hadn't been submitted to the department. It might be on record, but it hadn't been provided yet. Sometimes his department had to ask for it. Some of that had to do with the type of property that was being held, like if there was an owner associated with it, they could ask about getting their property back. That could prompt a discussion between OPD and the DA's office.

Mayor Hill asked how long the purge was expected to take, and at what cost?

Lt. Cooper stated he could not provide that; he'd need to research that. There were many factors that tied into that. The size of the team was a big factor.

Mr. Brown stated their goal was to something in place as soon as possible. They were actively working on it.

North South Trail ODOT Agreement

Adam Brown stated this was a grant received from Oregon Community Paths Program, for \$75K to do a planning of how they got from the end of the State Park, located north of town, to Lion's Park, to connect to the Treasure Valley Connector. This was for preview, and it would be back before them for action at the December 14th meeting. It was an IGA between the State of Oregon and the City of Ontario. It was a federal project, so ODOT would be running the project.



HAND OUTS**Minutes** (Attached)

County Court 11-03-2021

CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

- Councilor Mills asked for an update on the Code Enforcement Review Committee.

Councilor Kirby stated the committee met last week and will meet again on December 2nd. They were going to have attorney Zach Olson make a 20-minute presentation.

Mayor Hill stated that Mr. Olson was there of his own volition, he was not representing the Mayor.

Larry Sullivan voiced his agreement that the fine structure needed to be re-evaluated.

Councilor Mills stated there were numerous complaints on speeding around the hospital and business zones and asked if that would be addressed by the code committee.

Ada Brown asked her to pass those complaints to him and he'd work with OPD on the issues.

- Councilor Kirby stated with regard to the blue tank that was sitting across from the Cultural Center, he knew who it belonged to, and why it's there. He'd share that information with the City Manager.
- Mayor Hill asked for an update on the BLM facility.

Adam Brown stated it was under design, using an existing building format. The building was currently owned by the city and the possibility of renting the space for the FBO had been discussed. There was plenty of room for an office and for storing equipment. Space in front could be designed for more pads.

- Mayor Hill asked for an update on the right-of-way on Park Avenue.

Dan Cummings stated Jacobs needed to finish the contract.

Mayor Hill asked about the cost.

Mr. Cummings stated he had no idea.

Mayor Hill asked staff to bring a ballpark number to the next meeting. Merchant McIntyre should get moving on that.

Mr. Cummings stated staff would get something put together.

- Mayor Hill asked about the grant status for the Ladder Truck or Rescue One?

Chief Terry Leighton stated he had just been informed that both grant requests were denied; however, staff was moving forward on attempting to purchase Rescue One. The same grant was now in the process again but had a quicker closing time.

Mayor Hill asked if Chief Leighton would be reapplying for both grants.

Chief Leighton stated he most surely would.



EXECUTIVE SESSION**EXECUTIVE SESSION: ORS 192.660(2)(d)**

An executive session was called at 7:31 p.m. under provisions of ORS 192.660(2)(d) to discuss labor issues. The Council reconvened back into regular session at 8:07 p.m.

ADJOURN

MILLS moved, KIRBY seconded, **THAT THE MEETING BE ADJOURNED**. Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

ACCEPTED:**ATTEST**

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder

January 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 AIRPORT 6PM CITY HALL	4 FF TRAINING 7PM CITY HALL	5 C.O.P. 6PM CITY HALL	6 V&C 7AM CHAMBER OFFICE RURAL BOARD 7PM CITY HALL	7	8
9	10 PLANNING 6PM CITY HALL	11 COUNCIL 6PM CITY HALL	12	13 CODE REVIEW 5:30PM CITY HALL	14	15
16	17 CITY HALL CLOSED	18 PUBLIC WORKS 3PM CITY HALL	19 DIVERSITY 5:30PM CITY HALL	20 PARKS 6:30PM CITY HALL	21	22 STRATEGIC PLANNING RETREAT 9AM CITY HALL
23	24	25 COUNCIL 6PM CITY HALL	26	27 CODE REVIEW 5:30PM CITY HALL	28	29
30	31					

February 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 PRELIMINARY BUDGET MEETING 6PM CITY HALL	2 C.O.P. 6PM CITY HALL	3 V&C 7AM CHAMBER OFFICE RURAL BOARD 7PM CITY HALL	4	5
6	7 AIRPORT 6PM CITY HALL	8 COUNCIL 6PM CITY HALL	9	10 CODE REVIEW 5:30PM CITY HALL	11	12
13	14 PLANNING 6PM CITY HALL	15 PUBLIC WORKS 3PM CITY HALL	16 DIVERSITY 5:30PM CITY HALL	17 PARKS 6:30PM CITY HALL	18	19
20	21 CITY HALL CLOSED	22 COUNCIL 6PM CITY HALL	23	24 CODE REVIEW 5:30PM CITY HALL	25	26
27	28					

March 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 FF TRAINING 7PM CITY HALL	2 C.O.P. 6PM CITY HALL	3 V&C 7AM CHAMBER OFFICE RURAL BOARD 7PM CITY HALL	4	5
6	7 AIRPORT 6PM CITY HALL	8 COUNCIL 6PM CITY HALL BUDGET 6PM PLACE: FRCC	9 BUDGET 6PM PLACE: FRCC	10 CODE REVIEW 5:30PM CITY HALL BUDGET 6PM PLACE: FRCC	11	12
13	14 PLANNING 6PM CITY HALL	15 PUBLIC WORKS 3PM CITY HALL	16 DIVERSITY 5:30PM CITY HALL	17 PARKS 6:30PM CITY HALL	18	19
20	21	22 COUNCIL 6PM CITY HALL	23	24 CODE REVIEW 5:30PM CITY HALL	25	26
27	28	29	30	31		

April 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 AIRPORT 6PM CITY HALL	5 FF TRAINING 7PM CITY HALL	6 C.O.P. 6PM CITY HALL	7 V&C 7AM CHAMBER OFFICE RURAL BOARD 7PM CITY HALL	8	9
10	11 PLANNING 6PM CITY HALL	12 COUNCIL 6PM CITY HALL	13	14 CODE REVIEW 5:30PM CITY HALL	15	16
17	18	19 PUBLIC WORKS 3PM CITY HALL	20 DIVERSITY 5:30PM CITY HALL	21 PARKS 6:30PM CITY HALL	22	23
24	25	26 COUNCIL 6PM CITY HALL	27	28 CODE REVIEW 5:30PM CITY HALL	29	30

May 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 AIRPORT 6PM CITY HALL	3 FF TRAINING 7PM CITY HALL	4 C.O.P. 6PM CITY HALL	5 V&C 7AM CHAMBER OFFICE RURAL BOARD 7PM CITY HALL	6	7
8	9 PLANNING 6PM CITY HALL	10 COUNCIL 6PM CITY HALL	11	12 CODE REVIEW 5:30PM CITY HALL	13	14
15	16	17 PUBLIC WORKS 3PM CITY HALL	18 DIVERSITY 5:30PM CITY HALL	19 PARKS 6:30PM CITY HALL	20	21
22	23	24 COUNCIL 6PM CITY HALL	25	26 CODE REVIEW 5:30PM CITY HALL	27	28
29	30 CITY HALL CLOSED	31				

June 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 C.O.P. 6PM CITY HALL	2 V&C 7AM CHAMBER OFFICE RURAL BOARD 7PM CITY HALL	3	4
5	6 AIRPORT 6PM CITY HALL	7 FF TRAINING 7PM CITY HALL	8	9 CODE REVIEW 5:30PM CITY HALL	10	11
12	13 PLANNING 6PM CITY HALL	14 COUNCIL 6PM CITY HALL	15 DIVERSITY 5:30PM CITY HALL	16 PARKS 6:30PM CITY HALL	17	18
19	20	21 PUBLIC WORKS 3PM CITY HALL	22	23 CODE REVIEW 5:30PM CITY HALL	24	25
26	27	28 COUNCIL 6PM CITY HALL	29	30		

July 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 CITY HALL CLOSED	5 AIRPORT 6PM CITY HALL	6 C.O.P. 6PM CITY HALL	7 V&C 7AM CHAMBER OFFICE RURAL BOARD 7PM CITY HALL	8	9
10	11 PLANNING 6PM CITY HALL	12 COUNCIL 6PM CITY HALL	13	14 CODE REVIEW 5:30PM CITY HALL	15	16
17	18	19 PUBLIC WORKS 3PM CITY HALL	20 DIVERSITY 5:30PM CITY HALL	21 PARKS 6:30PM CITY HALL	22	23
24	25	26 COUNCIL 6PM CITY HALL	27	28 CODE REVIEW 5:30PM CITY HALL	29	30
31						

August 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 AIRPORT 6PM CITY HALL	2 FF TRAINING 7PM CITY HALL	3 C.O.P. 6PM CITY HALL	4 V&C 7AM CHAMBER OFFICE RURAL BOARD 7PM CITY HALL	5	6
7	8 PLANNING 6PM CITY HALL	9 COUNCIL 6PM CITY HALL	10	11 CODE REVIEW 5:30PM CITY HALL	12	13
14	15	16 PUBLIC WORKS 3PM CITY HALL	17 DIVERSITY 5:30PM CITY HALL	18 PARKS 6:30PM CITY HALL	19	20
21	22	23 COUNCIL 6PM CITY HALL	24	25 CODE REVIEW 5:30PM CITY HALL	26	27
28	29	30	31			

September 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 V&C 7AM CHAMBER OFFICE RURAL BOARD 7PM CITY HALL	2	3
4	5 CITY HALL CLOSED	6 AIRPORT 6PM CITY HALL	7 C.O.P. 6PM CITY HALL	8 CODE REVIEW 5:30PM CITY HALL	9	10
11	12 PLANNING 6PM CITY HALL	13 COUNCIL 6PM CITY HALL	14	15 PARKS 6:30PM CITY HALL	16	17
18	19	20 PUBLIC WORKS 3PM CITY HALL	21 DIVERSITY 5:30PM CITY HALL	22 CODE REVIEW 5:30PM CITY HALL	23	24
25	26	27 COUNCIL 6PM CITY HALL	28	29	30	

October 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 AIRPORT 6PM CITY HALL	4 FF TRAINING 7PM CITY HALL	5 C.O.P. 6PM CITY HALL	6 V&C 7AM CHAMBER OFFICE RURAL BOARD 7PM CITY HALL	7	8
9	10 PLANNING 6PM CITY HALL	11 COUNCIL 6PM CITY HALL	12	13 CODE REVIEW 5:30PM CITY HALL	14	15
16	17	18 PUBLIC WORKS 3PM CITY HALL	19 DIVERSITY 5:30PM CITY HALL	20 PARKS 6:30PM CITY HALL	21	22
23	24	25 COUNCIL 6PM CITY HALL	26	27 CODE REVIEW 5:30PM CITY HALL	28	29
30	31					

November 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 FF TRAINING 7PM CITY HALL	2 C.O.P. 6PM CITY HALL	3 V&C 7AM CHAMBER OFFICE RURAL BOARD 7PM CITY HALL	4	5
6	7 AIRPORT 6PM CITY HALL	8 COUNCIL 6PM CITY HALL	9	10 CODE REVIEW 5:30PM CITY HALL	11 CITY HALL CLOSED	12
13	14 PLANNING 6PM CITY HALL	15 PUBLIC WORKS 3PM CITY HALL	16 DIVERSITY 5:30PM CITY HALL	17 PARKS 6:30PM CITY HALL	18	19
20	21	22 COUNCIL 6PM CITY HALL	23	24 CITY HALL CLOSED	25 CITY HALL CLOSED	26
27	28	29	30			

December 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 V&C 7AM CHAMBER OFFICE RURAL BOARD 7PM CITY HALL	2	3
4	5 AIRPORT 6PM CITY HALL	6 FF TRAINING 7PM CITY HALL	7 C.O.P. 6PM CITY HALL	8 CODE REVIEW 5:30PM CITY HALL	9	10
11	12 PLANNING 6PM CITY HALL	13 COUNCIL 6PM CITY HALL	14	15 PARKS 6:30PM CITY HALL	16	17
18	19	20 PUBLIC WORKS 3PM CITY HALL	21 DIVERSITY 5:30PM CITY HALL	22 CODE REVIEW 5:30PM CITY HALL	23	24
25	26 CITY HALL CLOSED	27 COUNCIL 6PM CITY HALL	28	29	30	31



City of Ontario, Oregon Housing Incentive Program Checklist

Applicant: Rywest Homes Inc Date: 4/27/21
Site Address or Tax Lot: 1232 SW 14th, Ontario tax lot 200
Application Number: 42-2021 (City Use Only)

Application Information: (Applicant or Staff)

- ☒ Completed Application Signed & Dated: 10/27/21
- ☒ Documentation showing funding: Self
- ☒ Within City Limits
- ☐ In Urban Growth Boundary Annexation Application filed: N/A
- ☐ Floor Plan or description describing minimum square footage:
 - 1. House Square footage: 1774
 - 2. Number of Baths: 2
 - 3. Size of Garage: 726
- ☒ Description of Property of Home:
 - 1. Tax Lot map & Number: 200
 - 2. Copy of Deed: Attached
 - 3. Or written description: _____
- ☒ Completed W-9 Taxpayer Form. on record

Process Completed: (Staff Use Only below)

- ☒ PDAC (if Required) date Completed: N/A
- ☒ Community Development Director approval date: 10/27/21
- ☒ Forwarded to Business Loan Fund Committee: _____
- ☐ BLF Committee forwards recommendation to City Manager: _____
- ☐ City Council Approval or Denial: _____
- ☐ City Manager signs application signifying Council **Approval**: _____
- ☐ Application submitted to Finance for tracking: _____
- ☐ Certificate of Occupancy issued (**within 2 yrs. of Council approval**): _____
- ☐ Proof of Owner Occupancy (**must be within 1 yr. of C of O**): _____
- ☐ Payment made to Owner: _____

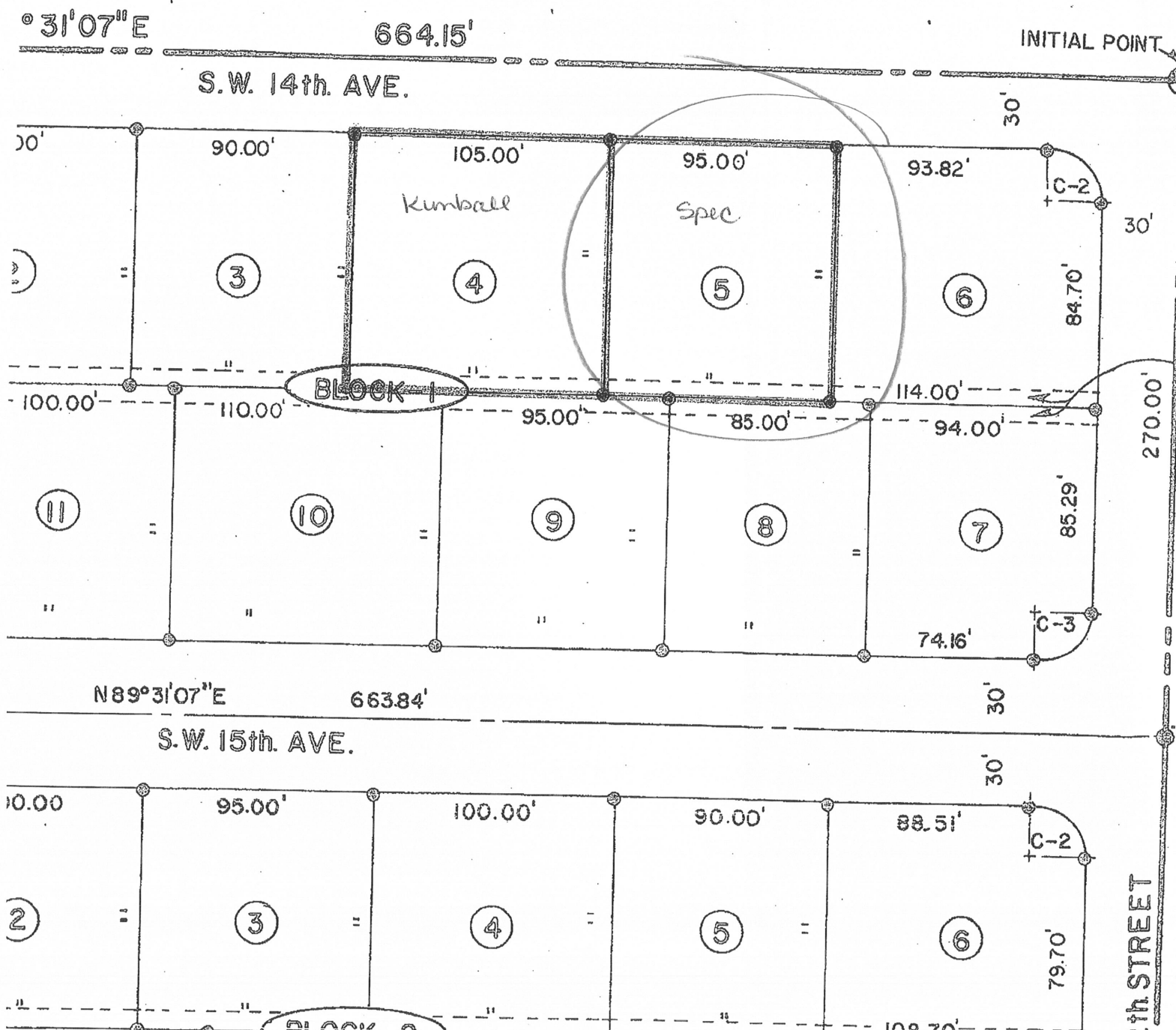
cBain—Nielsen Addition to

by

G.&W. Engineering

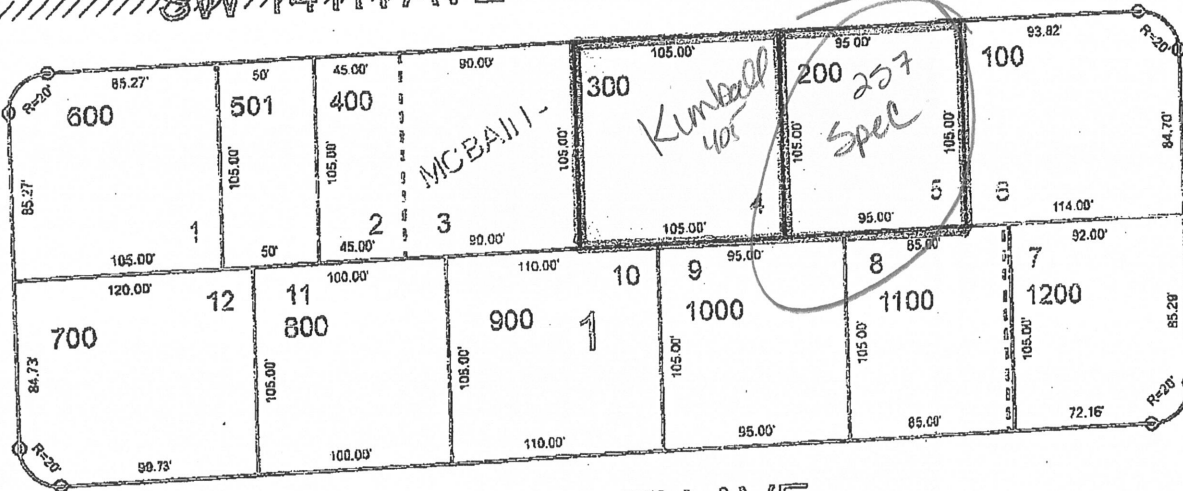
Ontario, Oregon

LATTED



1/16 COR.

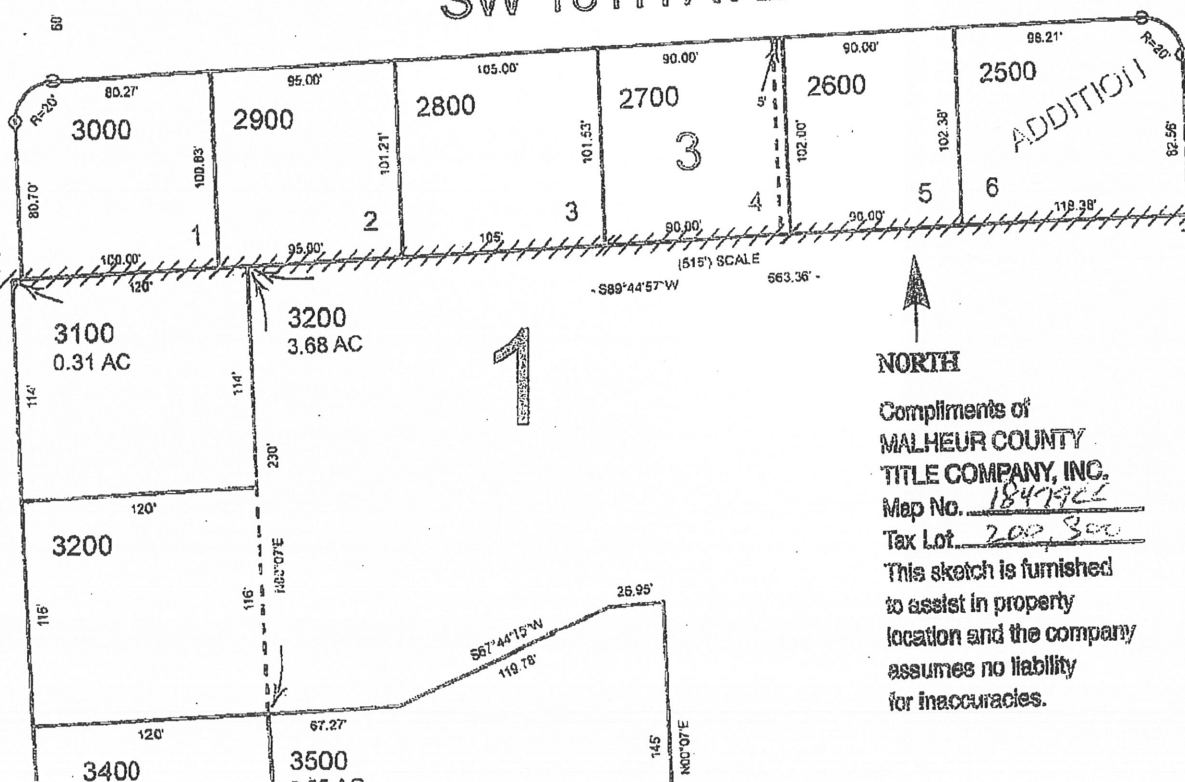
~~SW 14TH AVE~~



SW 15TH AVE



SW 16TH AVE



SEE MAP 18S 47E 09CD

NORTH

Compliments of
MALHEUR COUNTY
TITLE COMPANY, INC.
Map No. 1849921
Tax Lot 200, 300

This sketch is furnished to assist in property location and the company assumes no liability for inaccuracies.



**AGENDA REPORT
CONSENT AGENDA
December 14, 2021**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **DOWNTOWN ATTRACTION DESIGN WITH GGLO**

DATE: December 10, 2021

PROPOSED MOTION:

I RECOMMEND THAT THE CITY COUNCIL APPROVE AN AGREEMENT FOR SERVICES WITH GGLO IN A NOT TO EXCEED AMOUNT OF \$46,400.

SUMMARY:

The City Council has been working towards an attraction and park downtown for both entertainment, passive enjoyment, and recreation. The City has been working with Trademark, a design and fabrication firm, for concept proposals. The design reached the extent of the expertise of Trademark and it has become necessary to bring on landscape architecture services to complete the concept design of the project.

BACKGROUND:

City staff began working on a design for a downtown attraction in the late winter of 2021. The work group has worked through several concept steps with Trademark Design. After having a basic design concept, Trademark suggested that acquiring the services of a landscape architect with experience doing downtown projects would help us refine the design. Trademark reached out to GGLO who had worked with them on Indian Creek Plaza in Caldwell and Cherie Buckner-Webb park in Boise, Idaho.

GGLO provided a proposal and qualifications to the City of Ontario. Staff reviewed the proposal and previewed it with the City Council on November 23, 2021. The services of GGLO will include project refinement, public participation, and an opinion of probable costs.

CURRENT SITUATION:

With the Council having previewed the proposal on November 23, 2021 the proposal is ready for consideration. No comments were received at the preview of the agreement. Trademark's expertise is in fabrication and design. GGLO has landscape architecture and architecture expertise that can finish the planning of the park. With approval by the Council, GGLO is ready to begin the project and engage the public in the design process.

ANALYSIS:

- A. **STRATEGIC PLAN** The downtown attraction project works towards a specific activity in the Lifestyle goal. The Council has planned an attraction to enhance patronage of the downtown businesses and provide public spaces for enjoyment and entertainment.
- B. **FINANCIAL** The 2021-2022 Budget has \$200,000 for the development of the downtown attraction. The City has obligated \$137,287 for the acquisition of the property adjacent to Moore Park. That leaves a budget of \$62,713 available for design services. Trademark is working under the previous year's project budget. Adding GGLO, the landscape architect, would provide the necessary skill set for design of the whole property. GGLO's proposal is for \$46,400, which would leave \$16,313 in the project budget.
- C. **TIMING** GGLO is ready to proceed in concert with Trademark Design.
- D. **POLICY/LEGAL** The contract for services can only be approved by the City Council. This agreement is for design services, which is considered to be professional services.

ALTERNATIVES:

Take No Action: Trademark design does not have the expertise to complete the concept design for the park. Other design firms could be looked at.

RECOMMENDATION:

Staff recommends the City Council authorize the City Manager to approve the agreement with the City of Ontario and GGLO.

ATTACHMENTS:

- 1. Moore Park_Concept Design Proposal
- 2. Moore Park Comparisons
- 3. Moore Park _Qualifications

November 17, 2021

Adam Brown
City Manager
City of Ontario
444 SW 4th Street
Ontario, OR 97914

Re: Moore Park Concept Design

Dear Mr. Brown:

GGLO is pleased to present the following proposal to provide professional landscape architecture services for Moore Park

I. Project Description

Work is based on incorporating Trademark's work to date into a concept plan for Moore Park. Work under this scope will be complete with a presentation of the final concept package materials to the City of Ontario.

II. Scope of Basic Services

The following scope presents services by phases of design and documentation. With a description of each phase are listed deliverables for that phase. Written approval for each phase by the Owner will serve as the starting point for the next phase of work.

A. Concept Plan Refinement

Tasks include:

- Attend (1) Project Kickoff meeting (Zoom Meeting)
- Review work to date by Trademark.
- Conduct a programming analysis
- Conduct a Visioning/Placemaking analysis with Trademark
- Integration of Art Elements as proposed by Trademark
- Develop Concept Landscape Design Package (general program and vision, materiality, infrastructure considerations)
- Develop Illustrative Rendered Plan
- Provide (2) Perspective Renderings
- Present Draft Concept Plan to Stakeholder Group (Zoom Meeting)
- Refine Concept Plan based on Stakeholder and Public Feedback
- Develop final Concept Package for City of Ontario's use in budgeting and planning.

- In-house quality review
- Project management and administration

Deliverables

- Project Narrative
- Revised Illustrative Concept Plan
- (2) Perspective Renderings
- Opinion of Probable Costs

B. Public Involvement Plan

Tasks include:

- Site walk with Stakeholder Group
- Visioning & Programming Presentation to Stakeholder + Business/Property Owners (Zoom Meeting)
- Public Open House: Presentation of Draft Concept Design (Zoom or In-Person Meeting)
- City Council Presentation of Final Concept Package (Zoom or In-Person Meeting)

C. Opinion of Probable Costs

Tasks include:

- Pre-design ROM (rough order of magnitude) for Base Improvements:
 - Infrastructure Improvements
 - Landscape Elements (Hardscape/Softscape)
 - Site Lighting
 - Site Furnishings
- Pre-design ROM for Identified Feature Elements: (Possible elements listed below to be refined through Concept Design Refinement)
 - Public Art
 - Firepits
 - Water Feature
 - Performance Area/Stage
 - Event Infrastructure (lighting, food truck hook ups, event tents)
 - Others as identified in programming analysis

III. Owner Responsibilities

It is our understanding that the Client / Owner will provide full information, including a survey, setting forth design objectives, constraints and criteria.

IV. Schedule

Work for this phase to be completed by **February 4, 2022**

V. Compensation

Basic Services outlined above, compensation shall be:

Task	Fee	Terms
Task 280 Concept Design		
Concept Plan	\$32,000	Fixed Fee
Public Involvement	\$3,000	Fixed Fee
Opinion of Probable Cost	\$5,000	Fixed Fee
Subtotal	\$40,000	
Reimbursable Expenses		
0020/ out-of-pocket expenses (2) Trips to Ontario x 2 people (\$600 ea) (2) Renderings (\$2,000 ea)	\$6,400	Estimated
Total	\$46,400	

Additional Services, when requested, will be billed on an hourly basis at our standard hourly rates, as listed in the attached Terms of Agreement for Design Services, or as agreed to prior to commencement of the Additional Services.

VI. Terms of Agreement

The enclosed Terms of Agreement for Design Services is, by reference, included as a part of this Proposal.

VII. Summary

We hope this proposal meets your expectations and are very excited to be considered as part your development team. We look forward to the total project success of Moore Park and working with you to achieve that goal.

This proposal shall be valid for thirty days.

Sincerely,

GGLO,



Mark Sindell, ASLA, LEED AP BD+C, LFA
Principal

Attachments:

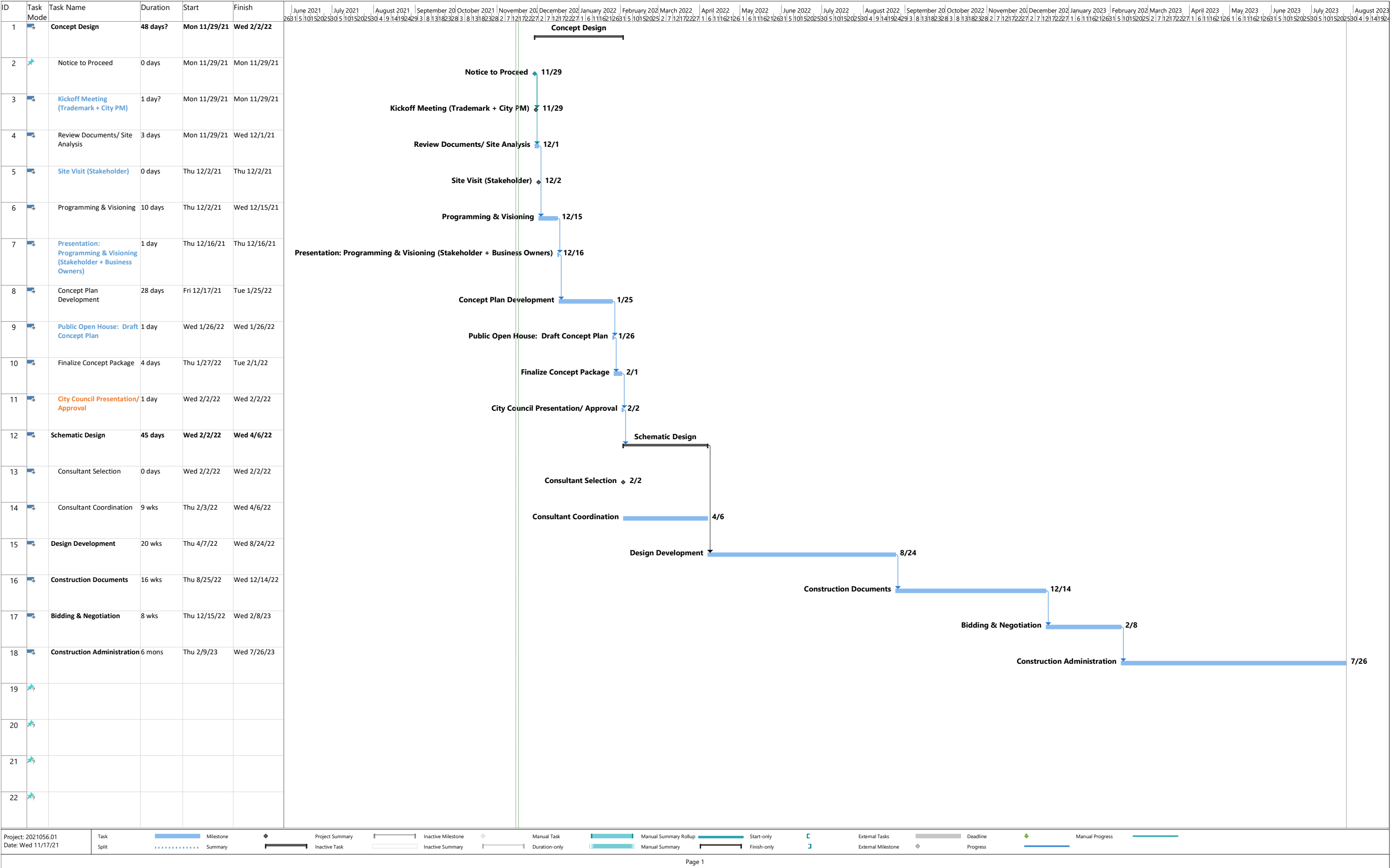
Approved for City of Ontario by:

Signature

Date

Adam Brown

City Manager



Terms of Agreement

Date of Agreement: November 17, 2021
Project: COONT: Moore Park
Project No.: 2021079.01

I. COMPENSATION

Compensation for Professional Services is billed on an hourly basis or as a percentage of project completion. Compensation for Supplemental Services shall be billed on an hourly basis according to the billing rate schedule below, or as agreed to prior to the commencement of the services.

II. 2021 HOURLY BILLING RATES

Principal II	\$255
Senior Landscape Architect III	\$180
Senior Landscape Architect II	\$170
Senior Landscape Architect I	\$160
Landscape Architect II	\$150
Landscape Architect I	\$135
Landscape Designer II	\$125
Landscape Designer I	\$115

The rates and multiples set forth above may be adjusted as required by GGLO compensation practices.

III. SUBCONSULTANTS

The costs of subconsultants for engineering, model construction, artist's renderings, etc., when required and authorized by the Owner, shall be billed at a multiple of one and one-tenth (1.10) times the expense incurred by GGLO.

IV. REIMBURSABLE EXPENSES

Reimbursable expenses are charged in addition to compensation for Professional Services and include printing and reproduction; postage, delivery charges; transportation, air travel, parking; and automobile use. Unless agreed otherwise, reimbursable expenses shall be billed at a multiple of one and one-tenth (1.10) times the expenses incurred by GGLO.

V. INVOICING AND PAYMENTS

Invoices shall be submitted monthly for services and reimbursable expenses incurred during the preceding month. Services shall be billed on an hourly basis. Payments are due and payable upon receipt of the invoice by the Owner. Failure of the Owner to notify GGLO in writing of any disputes with the amount of any monthly invoices, within thirty (30) days of receipt by the Owner, shall be considered acceptance of those invoices for payment under this agreement.

Amounts unpaid thirty (30) days after the date of the invoice shall bear interest at the rate of one and one-half percent (1-1/2%) per month, or the maximum amount allowed by law, whichever is less. In addition, GGLO may, after giving written notice to the Owner, suspend services until all amounts due

are paid in full, and the Owner shall indemnify, defend and pay any claims and expenses incurred by GGLO resulting from such work stoppage and expenses from collection of amounts past due.

VI. OTHER CONDITIONS

- 1. Limitation of Liability:** The Owner and GGLO have discussed the risks, rewards and benefits of the project and GGLO's total fee for services. The risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, GGLO's total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of GGLO's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, or breach of contract.
- 2. Design of Alterations:** Inasmuch as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the building, the Owner agrees that, except for negligence on the part of GGLO, the Owner will hold harmless, indemnify and defend GGLO from and against any and all claims, damages and costs arising out of assumptions made regarding existing conditions related to the professional services provided under this Agreement.
- 3. Design Without Construction Review:** The Owner understands that there may be misinterpretations of GGLO's plans and specifications during construction which may lead to errors and subsequent damage. In the event that the Owner elects to proceed with the work without GGLO providing regular and on going construction contract administration services, the Owner agrees to indemnify, hold harmless and defend GGLO against any and all claims which may arise out of the acts of a Contractor performing work not in compliance with the intent of the design documents.
- 4. Design of Studies:** Because preliminary studies require that assumptions be made regarding existing conditions and some of these assumptions may not be verifiable without expending additional resources, studies are based upon Owner-provided information and are prepared in response to specific program requirements and limitations. Studies are subject to additional site investigation, design development and regulatory review. Information provided in a study is not to be relied upon for any purpose without the express written consent of GGLO. The Owner hereby agrees to hold harmless, indemnify and defend GGLO from and against any and all claims, damages and costs arising out of professional services provided related to preliminary studies under this agreement.
- 5. Ownership of Documents:** The Owner acknowledges GGLO's construction documents as instruments of professional service. All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, prepared by GGLO as instruments of service shall remain the property of GGLO. GGLO will provide the Owner with record electronic files of the Contract Documents, conforming to GGLO's standard specifications for software and file format. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold GGLO harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any use or modification of the construction documents by the Owner or any person or entity that acquires or obtains the plans and specifications from or through the Owner without the written authorization of GGLO.
- 6. Claims Notification:** Washington State Law requires that GGLO notify clients entering into contract for the sale, construction or substantial remodel of a residence, that all potential claimants who allege construction defects against a construction professional, shall serve the construction professional with a notice of the claim 45 days before suit can be brought.

7. Termination or Suspension: If the project is suspended by the Owner for more than 30 consecutive days, GGLO shall be compensated for services performed prior to notice of such suspension. When the project is resumed, GGLO's fees for the remaining services and the time schedules shall be equitably adjusted. In the event of termination not the fault of GGLO, GGLO shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

8. Statute of Limitations: Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run no later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when GGLO's services are substantially completed.



Option C:
Park, Service Station, + Street Segment
~53,000 sf

Option A:
Existing Park Space
~18,000 sf

Option B:
Park + Service Station
~35,000 sf





Cherie Buckner-Webb Park (Boise)
~32,000 sf

Cherie Buckner-Webb Park
Program Elements:

- Signature Public Art Sculpture
- Informal Stage Platform
- Event Lawn
- Fixed Meeting Tables
- Moveable Bistro Tables
- Portland Loo (Public Restroom)
- Specialty Lighting
- Specialty Pavement
- Buffer Plantings
- Shade Trees

\$4.3M (grand opening July 2021)





Indian Creek Plaza (Caldwell)
~68,000 sf

Indian Creek Plaza
Program Elements:

- Full Concert Stage
- Interactive Water Feature
- Ice Ribbon
- Fire Pits
- Festival Street
- Food Truck Hook Ups
- Shade (Trees, Umbrellas)
- Specialty Pavement
- Event Lighting + Audio/Vsual
- Permanent and Movable Site Furniture

\$7.4M (grand opening July 2018)





CITY OF ONTARIO

CITY OF ONTARIO CIVIC DESIGN PLAZA

Statement of Qualifications

November 18, 2021

GGLO

SEATTLE | LOS ANGELES | BOISE

Firm Profile

Founded in 1986, GGLO is a 120+ person firm of architecture, landscape architecture, interior design, and urban design professionals with offices in Boise, Los Angeles, and Seattle. GGLO focuses on mixed use projects with a combination of housing (market-rate, affordable, active adult senior, and student), retail, hospitality, and office environments. Our deep experience in multifamily mixed-use design is married to our commitment to environmental sustainability, our sensitivity to context, and our ability to design in extraordinary ways even in ordinary circumstances. We bring innovative ideas and new approaches to solving design problems.

Over our 35-year history, we have become a leader in creating holistic, mixed use properties domestically and internationally. We look at projects from the inside out and from the outside in, incorporating disciplines, uses, and stakeholders to achieve design solutions. These solutions shape our contemporary culture and make places in which people can fully experience community, well-being, and beauty. We are known for our ability to thoughtfully orchestrate transitional spaces among various uses in ways that make spaces feel good as you move through them. Our approach has garnered compliments from end users, led to successful projects for our clients, and helped to foster communities wherever our projects are located.

Landscape Architecture

We believe in the design of authentic, beautiful landscapes within our cities. We design urban spaces that bring people together, and connect them to the primal beauty and restorative qualities of nature. This intrinsic connection brings joy to people, builds empathy for nature, and fosters environmental stewardship. Our responsive landscapes distill the contextual, social, and experiential essence of places for the people that inhabit them. Through iterative manipulation and intense layering, we seek to amplify inherent stories, culture, and beauty to create highly crafted landscapes.



624 Yale — Seattle, WA



Indian Creek Plaza | CALDWELL, ID

Client:

City of Caldwell

Statistics:

1.77 acres

Master planning completed 2017

Services:

Landscape Architecture

Awards:

- ✓ ENR, Mountain States Best Projects, Award of Merit for Landscape/ Urban Development
- ✓ Urban Development 2019 Idaho Top Projects Finalist

As a catalyst for revitalization of Downtown Caldwell, the plaza is all about people. The design of the plaza is organized around the guiding theme of Palimpsest, layering the past with the future. Site features highlight the rich architectural and agricultural history of the area. Designed for year round programed and unprogrammed activity, Indian Creek Plaza showcases an ice ribbon/rink, performance stage, interactive water features, fire pits, venue for the Farmer's Markets, pedestrian focused streets, dedicated retail alley and heated cabanas for year-round outdoor dining and lounging.



Cherie Buckner-Webb Park | BOISE, ID

Client:

Capitol City Development (CCDC)

Statistics:

30,000 sf

Services:

Landscape Architecture

Westside Downtown Boise is an evolving neighborhood that lacks adequate public space amenities for the growing population of residents and businesses. The Cherie Buckner-Webb Park will provide a place for people to connect with the outdoors on a daily basis, serve as a hub for community events, and enhance the urban lifestyle of downtown employees, residents, shoppers and visitors.

The park site is surrounded by surface parking lots that detract from downtown's vibrancy, walkability and economic vitality. Making this public investment will catalyze private investment in housing, dining, office, and neighborhood services next to and near the public park.

Situated along a bicycle corridor to and from downtown, the park will provide amenities that enhance the downtown pedestrian and cycling experience with streetscape improvements and key features including: a large, tree-lined green space, public art, shaded seating, new streetscapes along all three street frontages, pedestrian alley with limited auto access, public restrooms, and places to store bikes.



Boise City Hall Plaza | BOISE, ID

Client:
City of Boise

Statistics:
1 acre

Services:
Landscape Architecture
Urban Design

The city of Boise has undergone rapid transformation over the past several years through an ambitious initiative to become the “most livable city in the country.” When it became clear that the existing city hall and plaza did not align with the overall goals for the city’s development, the city partnered with GGLO to design a solution that signals a vibrant, livable future for Boise.

The design team combined the feedback about hopes for the vision of the new Civic Square with their own expertise and created a concept plan for a communal space that demonstrates a commitment to sustainability and promotes healthy living through active design.

An elevated event plaza, broad sitting steps, and an artfully designed civic lawn promote community gathering and daily use. An interactive water feature, integrated lighting, and natural landscaping create a welcoming and beautiful space that encourages use and supports physical distancing when needed. A series of metal sculptures cast shadows on the surroundings that resemble sunlight dancing through the filter of tree leaves.

The new Civic Square welcomes visitors into Boise City Hall and provides an artful and accessible space that supports both transit and gathering.



Burien Town Square Park | BURIEN, WA

Client:
Urban Partners

Statistics:
7 acre site
97,853 sf open space
Master plan completed in 2008
Plaza completed in 2009

Services:
Landscape Architecture

GGLO led the design and implementation of Burien Town Square, which includes a large open space, pedestrian-friendly street network, city hall and library, and mixed-use residential with street-level retail. The Park is the result of a community-driven planning and visioning process to define a space reflective of the values, history, and future of Burien. The Park is designed to connect residents of diverse ages, cultures, and interests through a common space. Primary features of the Park include civic plaza with stage, open lawn amphitheater, interactive water features, demonstration gardens, and integrated art.

The Town Square has transformed Burien into a thriving, vibrant and active gathering place for families and visitors. Year round events include the Farmer’s Market, B-Town Beat Music and Art Walk, and Burien After Hours.



Education
Washington State University
Bachelor of Landscape Architecture

University of Macerata, Macerata, Italy
Study Abroad Program for Landscape Architecture

Registration
Registered Landscape Architect in
Idaho; Washington; Oregon; Montana

LEED AP BD + C

Council of Landscape Architectural Registration
Boards, CLARB

Living Future Accredited, LFA

Professional Affiliations
American Society of Landscape Architects,
ASLA

Cascadia Green Building Council

Civic Involvement
Friends of Seattle Olmsted Parks (FOSP), Board
Member

Mark Sindell PLA, ASLA, LEED AP BD + C, CLARB, LFA
MEMBER, PRINCIPAL

Mark’s empathy for nature and past studies in Europe inspire his passion for landscape architecture as well as his focus on sustainable design. The village greens, town squares, and community gardens he and his Landscape Architecture team design contribute to walkable, sustainable, mixed-use neighborhoods that spark connection and express beauty. A landscape architect with his hands in a variety of project types, Mark splits time between GGLO’s Boise and Seattle offices.

Relevant Experience

- Indian Creek Plaza**
Caldwell, ID
- Cherie Buckner-Webb Park**
Boise, ID
- Boise City Hall Plaza**
Boise, ID
- Burien Town Square Master Plan**
Burien, WA
- Burien Town Square Park**
Burien, WA
- Creekside Redevelopment**
Caldwell, ID
- Ann Morrison Park Master Plan**
Boise, ID
- Old Boise Master Plan**
Boise, ID
- River Shore Development Master Plan**
Boise, ID
- Rhodes Park**
Boise, ID
- Old Boise Master Plan**
Boise, ID
- Atlas Mill Development Master Plan**
Coeur d’Alene, ID
- The Heights District Master Plan**
Vancouver, WA
- Rhodes Park**
Boise, ID
- Ann Morrison Park Master Plan**
Boise, ID



Education
University of Washington
Master of Landscape Architecture

State University of New York at Buffalo
Bachelor of Science in Biology & Anthropology

Registration
Professional Landscape Architect in
Washington

LEED AP BD + C

Professional Affiliations
American Society of Landscape Architects,
ASLA

Seattle Design Review Board Chair:
2014 – 2018

Christine Harrington PLA, ASLA, LEED AP BD + C
SENIOR ASSOCIATE, LANDSCAPE ARCHITECT

It was apparent from a young age that Jane had a penchant for both the artistic and Christine has over 12 years of experience designing parks, civic spaces, educational campuses, and public art. She particularly enjoys cultivating collaborative relationships with clients and design team members in pursuit of an inspired project that fully realizes design intentions within the established budget. Christine brings extensive experience in the public design process, working with multi-cultural and multi-generational groups to build consensus around design ideas and leveraging technology in new ways to enhance public outreach.

Christine’s management experience combined with her education in biology/ anthropology provides her the tools to champion sustainable and creative ideas which is evident in her built projects. Her experience in public art, through design and construction, has built her working knowledge of transforming common materials into inspirational spaces.

Relevant Experience

- Indian Creek Plaza**
Caldwell, ID
- Cherie Buckner-Webb Park**
Boise, ID
- Boise City Hall Plaza**
Boise, ID
- Rhodes Park**
Boise, ID
- Linen Blocks on Grove Street**
Boise, ID
- Ann Morrison Park Master Plan**
Boise, ID
- Spaulding Ranch Master Plan**
Boise, ID

GGLO

SEATTLE

1301 First Avenue, Suite 301
Seattle, WA 98101

206.467.5828

LOS ANGELES

4553 Glencoe Avenue, Suite 390
Marina Del Rey, CA 90292

310.751.6688

BOISE

1199 Shoreline Lane, Suite 290
Boise, ID 83702

208.953.7227

gglo.com



A156-G092921

**ODOT Delivered Project Federal Project
On Behalf of City of Ontario
Ontario North-South Connector
Key Number: 22457**

THIS AGREEMENT ("Agreement") is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and the **City of Ontario**, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" and collectively as "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform
2. The north end of the city and center point area where a trail connecting the southern portion of the city exists are a part of the city transportation system under the jurisdiction and control of Agency.
3. Agency has agreed that State will deliver this project on behalf of the Agency.
4. The Project was selected as a part of the Oregon Community Paths (OCP) program and may include a combination of federal and state funds. "Project" is defined under Terms of Agreement, paragraph 1 of this Agreement.
5. The Stewardship and Oversight Agreement On Project Assumption and Program Oversight By and Between Federal Highway Administration, Oregon Division and the State of Oregon Department of Transportation ("Stewardship Agreement") documents the roles and responsibilities of the State with respect to project approvals and responsibilities regarding delivery of the Federal Aid Highway Program. This includes the State's oversight and reporting requirements related to locally administered projects. The provisions of that agreement are hereby incorporated and included by reference.

NOW THEREFORE the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, Agency and State agree to State delivering the Ontario North-South Connector project on behalf of Agency, hereinafter referred to as "Project." Project includes a project refinement study to identify a corridor for a future construction

project that will connect the north end of the city to the Center Point area. 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. Agency agrees that, if State hires a consultant to plan and preliminary design the Project, State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.
3. Project Costs and Funding.
 - a. The total Project cost is estimated at \$75,001.00, which is subject to change. Federal funds for this Project shall be limited to \$67,298.40. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal funds, and the 10.27% match for all eligible costs. Any unused funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.
 - b. With the exception of Americans with Disabilities Act of 1990-related design standards and exceptions, State shall consult with Agency on Project decisions that impact Total Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. State will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency's concurrence on plans. State shall consult with Agency prior to making changes to Project scope, schedule, or budget.
 - c. Federal funds under this Agreement are provided under Title 23, United States Code.
 - d. ODOT does not consider Agency to be a subrecipient or contractor under this Agreement for purposes of federal funds. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction.
 - e. State will submit the requests for federal funding to the Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.
 - f. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is

sooner.

5. Termination.

- a. This Agreement may be terminated by mutual written consent of both Parties.
- b. State may terminate this Agreement upon 30 days' written notice to Agency.
- c. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - i. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - iii. If Agency fails to provide payment of its share of the cost of the Project.
 - iv. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - v. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
- d. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

6. **Americans with Disabilities Act Compliance:**

- a. Agency shall utilize ODOT standards to assess and ensure that the Project and all component activities comply 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 plans and proposed alternatives for future design or construction of pedestrian, bicycle, and transit routes and facilities will result in ADA-compliant facilities and improvements.
- b. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the

existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the establishment of any work zone.

7. 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.
8. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
9. The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party.
10. The Special and Standard Provisions attached hereto, marked Exhibits B and C, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Exhibits B and C.
11. Agency shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement.
12. Agency and State are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
13. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

14. Notwithstanding anything in this Agreement or implied to the contrary, the rights and obligations set out in the following paragraphs of this Agreement shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive: Terms of Agreement Paragraphs 3.e (Funding), 5.d (Termination), and 9-14, 17 (Integration, Merger; Waiver).
15. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
16. This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
17. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.
18. State's Contract Administrator for this Agreement is Teresa Penninger, Transportation Planning Manager, Oregon Department of Transportation, 3012 Island Avenue, La Grande, Oregon 97850; phone: (541) 963-1344; email: teresa.b.penninger@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.
19. Agency's Contract Administrator for this Agreement is Adam Brown, City Manager, City of Ontario, 444 SW 4th Street, Ontario, Oregon 97914; phone: (541) 881-3223; email: adam.brown@ontariooregon.org, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Signature Page to Follow

Agency / ODOT
Agreement No. 35247

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 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #22457) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

CITY OF ONTARIO, by and through its
elected officials

By _____

Title _____

Date _____

By _____

Title _____

Date _____

**LEGAL REVIEW APPROVAL (If required
in Agency's process)**

By _____

Agency's Legal Counsel

Date _____

Agency Contact:

Adam Brown
City Manager
City of Ontario
444 SW 4th Street
Ontario, Oregon 97914
(541)881-3223
adam.brown@ontariooregon.org

STATE OF OREGON, by and through
its Department of Transportation

By _____

Public Transportation Division
Administrator

Date _____

APPROVAL RECOMMENDED

By _____

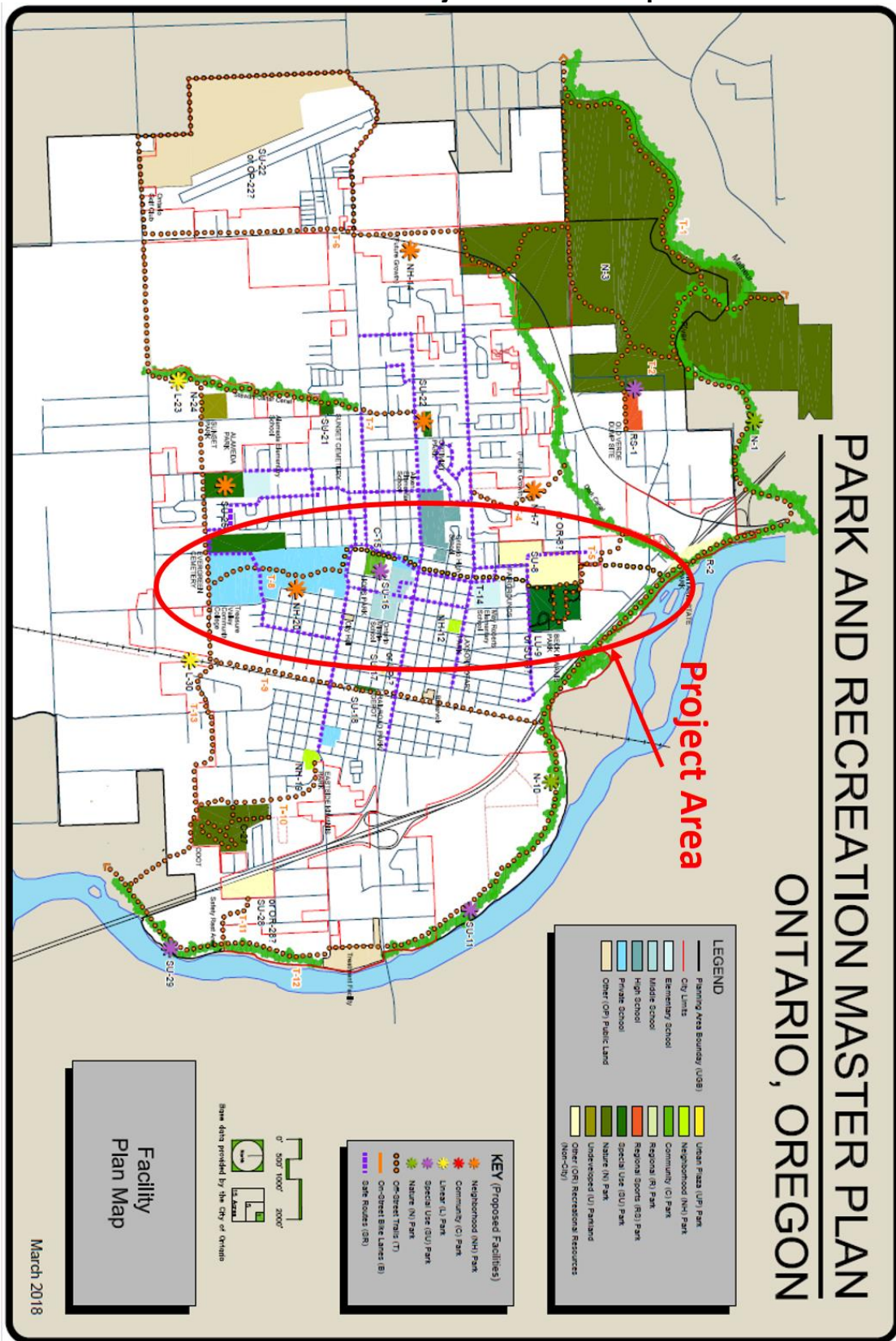
Oregon Community Paths Program
Manager

Date _____

State Contact:

Teresa Penninger
Transportation Planning Manager
Oregon Department of Transportation
3012 Island Avenue
La Grande, Oregon 97850
(541) 963-1344
teresa.b.penninger@odot.state.or.us

EXHIBIT A – Project Location Map



Project Description:

Perform a corridor study that will determine the route for a multi-use path to connect the north end of the city with the CenterPoint area where a trail connecting the southern portion of the city already exists.

Planning and Engineering:

1. Develop an existing conditions report on the project area.
2. Perform initial outreach, to determine public support
3. Develop alternative paths as applicable
4. Develop a recommended alternative
5. Develop a preliminary estimate for construction

Begin Date: 2 weeks after NTP

End Date: 54 Weeks after NTP

Deliverables:

1. Existing Conditions technical memorandum
2. Outreach summary
3. Alternatives technical memorandum, including preferred alternative
4. Funding technical memorandum

For purposes of Exhibits B and C, references to Department shall mean STATE, references to Contractor shall mean Recipient, and references to Contract shall mean Agreement.

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this Contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the Contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

DEPARTMENT OFFICIAL CERTIFICATION

Department official likewise certifies by signing this Contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this Contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

Exhibit C
Federal Provisions
Oregon Department of Transportation

CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this Contract that to the best of its knowledge and belief, it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this Contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

1. By signing this Contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Department determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.

Agency / ODOT
Agreement No. 35247

4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-2710) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by entering into this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Agency / ODOT
Agreement No. 35247

Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by entering into this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Department shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of this Contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this Contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. **Compliance with Regulations.** Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the Contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Contract covers a program set forth in Appendix B of the Regulations.

Agency / ODOT
Agreement No. 35247

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
 - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS
ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Department and its Contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither Department nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Department deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet Contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the Contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

Agency / ODOT
Agreement No. 35247

By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING DEPARTMENT'S DBE PROGRAM REQUIREMENT CONTACT
OFFICE OF CIVIL RIGHTS AT (503)986-4354.



City Manager Update

October 26, 2021



Tater Tots Trail

- We have a meeting on Friday, December 17, 2021 to discuss applying for the National Park Service technical assistance grant.
- I would like to wait for the NPS to help us with the design before we determine what right-of-way is needed from the state.



Downtown Attraction

Working with Trademark. Proposed work with GGLO.



Recruitments

- **Assistant to the City Manager/HR Manager** – May Swihart began on December 6TH. Welcome May!
- **Airport Manager** – Justin Lysk has accepted the position and will begin on January 3, 2022
- **Chief of Police** – Lt. Michael Iwai has accepted the position and will begin on March 1, 2022.
 - **Interim Chief Steve Bartol** was sworn in last week and has been serving since the middle of November. A big thanks to Chief Bartol and Lieutenant Cooper



Proactive Engineering

Essential Infrastructure: Water, Sewer, Fiber

- Navarrete Property
- Treasure Valley 200 –
- Airport -

Other Projects

- Water Plant Cassette Additional 2 MGD
- SE 5th Avenue Pedestrian Improvements
- SE 5th Avenue Pedestrian Improvement Engineering



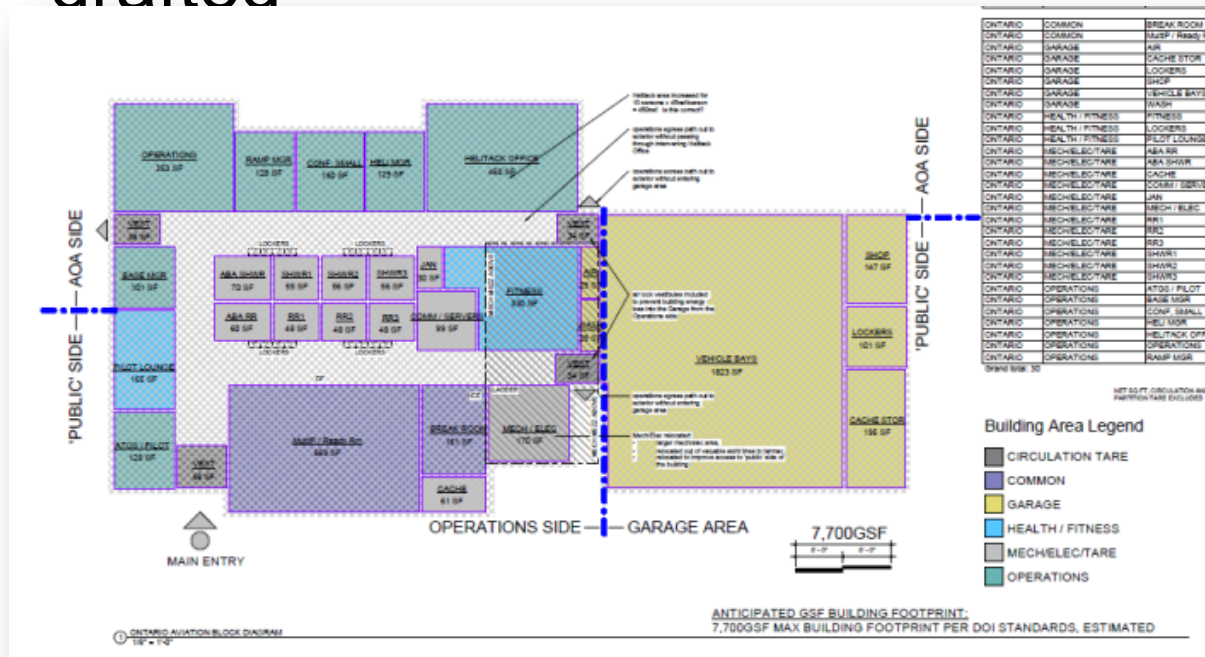
Frosti Fest

- Downtown merchants would like to come together to beautify downtown for the holidays.
- The City can assist with your consent.



BLM Airport Site

- \$7 million investment at the Ontario Airport
- Engineering services SOW being drafted



Airport Waste Abatement

- Registration with the Oregon Department of Environmental Quality (DEQ) for the transport of hazardous waste was done on December 10, 2021
- Removal of waste occurred on December 13 and 14 by the Environmental Protection Agency (EPA)
- Site should be free and clear of hazardous materials



V. HALL
FIRE DEPARTMENT
FIRE & RESCUE

Farewell

Thank You Larry Sullivan for many
years of dedicated and great legal
council.





**AGENDA REPORT
OLD BUSINESS**
December 14, 2021

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: TRANSIENT LODGING TAX 1% INCREASE PROPOSAL

DATE: December 9, 2021

PROPOSED MOTION:

I MOVE THAT THE CITY COUNCIL ACCEPT THE BALLOT LANGUAGE AND AMENDMENTS AS PRESENTED BY THE CITY ATTORNEY TO ADD A BALLOT MEASURE FOR VOTE BY THE ELECTORATE AT THE NEXT GENERAL ELECTION IN MAY 2022 TO INCREASE THE TRANSIENT LODGING TAX FROM 9% TO 10% FOR THE PURPOSE OF FUNDING OPERATIONS AT THE ONTARIO AQUATIC CENTER AND DESERT SAGE EVENT CENTER.

SUMMARY:

The Ontario City Council discussed an increase to the transient lodging tax on November 11, 2021. The stated intent of the proposal would be to allow the voters to decide on an additional 1% on top of the current 9% ad valorem transient lodging tax to support operations at the Ontario Aquatic Center and Desert Sage Event Center. The City Council directed the City Attorney to draft language to be approved by the City Council for the ballot.

BACKGROUND:

The Ontario Recreation District, formed in 2018, requested the City Budget Committee appropriate a significant amount of money towards the capital cost to revitalize and re-open the Ontario Aquatic Center and additional funds to support ongoing operations and maintenance. The Budget Committee appropriated \$250,000 towards the Aquatic Center in the 2021-2022 budget. City Councilman Ken Hart worked with the Ontario Recreation District on ways to help the project move forward.

At the request of Councilor Ken Hart, the Ontario City Council discussed an increase to the transient lodging tax on November 11, 2021. The stated intent of the proposal is to allow the voters to decide on an additional 1% on top of the current 9% ad valorem transient lodging tax to support operations at the Ontario Aquatic Center and Desert Sage Event Center. The Desert Sage Event Center, formerly known as the Malheur County Fairgrounds, has also been supported by special appropriations from the Ontario City Council over many years. Councilor Hart proposed having 75% of the revenue go towards the Ontario Aquatic Center and 25% of the revenue go to the Desert Sage Event Center.

After discussion, the City Council approved the concept. On November 26, 2021, the Ontario City Council directed the City Attorney to draft language for the ballot to be approved by the City Council. The item was requested to be approved by the Council at their meeting on December 14, 2021.

CURRENT SITUATION:

The City Attorney is drafting the language for the ballot and hopes to have that language ready by the December 14, 2021 meeting for the Council to approve. Transient Lodging Tax increased after July 1, 2003, must comply with a 70/30 distribution, whereas 70% must be used for "tourism-related facilities" as defined by ORS 320.300. The definition of tourism-related facilities canonized in Oregon State Law is: (a) A conference center, convention center or visitor information center; and (b) other improved real property that has a useful life of 10 or more years and has a substantial purpose of supporting tourism or accommodating tourist activities. The staff consider both facilities to fit within the definition of tourism-related facilities.

ANALYSIS:

- A. **STRATEGIC PLAN** Both facilities support the Ontario Strategic Plan Lifestyle Goal to have things to do in our community. Both venues would support active recreation and entertainment and are thus eligible for uses of transient lodging tax.
- B. **FINANCIAL** The transient lodging tax brings in approximately \$120,000 for every percent of the ad valorem tax. Splitting the tax proceeds 75% to 25% would produce approximately \$90,000 per year for the Ontario Aquatic Center and \$30,000 a year for the Desert Sage Event Center.
- C. **TIMING** The Council has until February 22, 2022 to submit language to the County for items to be included on the May 2022 ballot.
- D. **POLICY/LEGAL** City Council approval is required to add questions to the ballot.

ALTERNATIVES:

Take No Action: Taking no action would have the same effect as voting the proposal down. It would not go to the ballot.

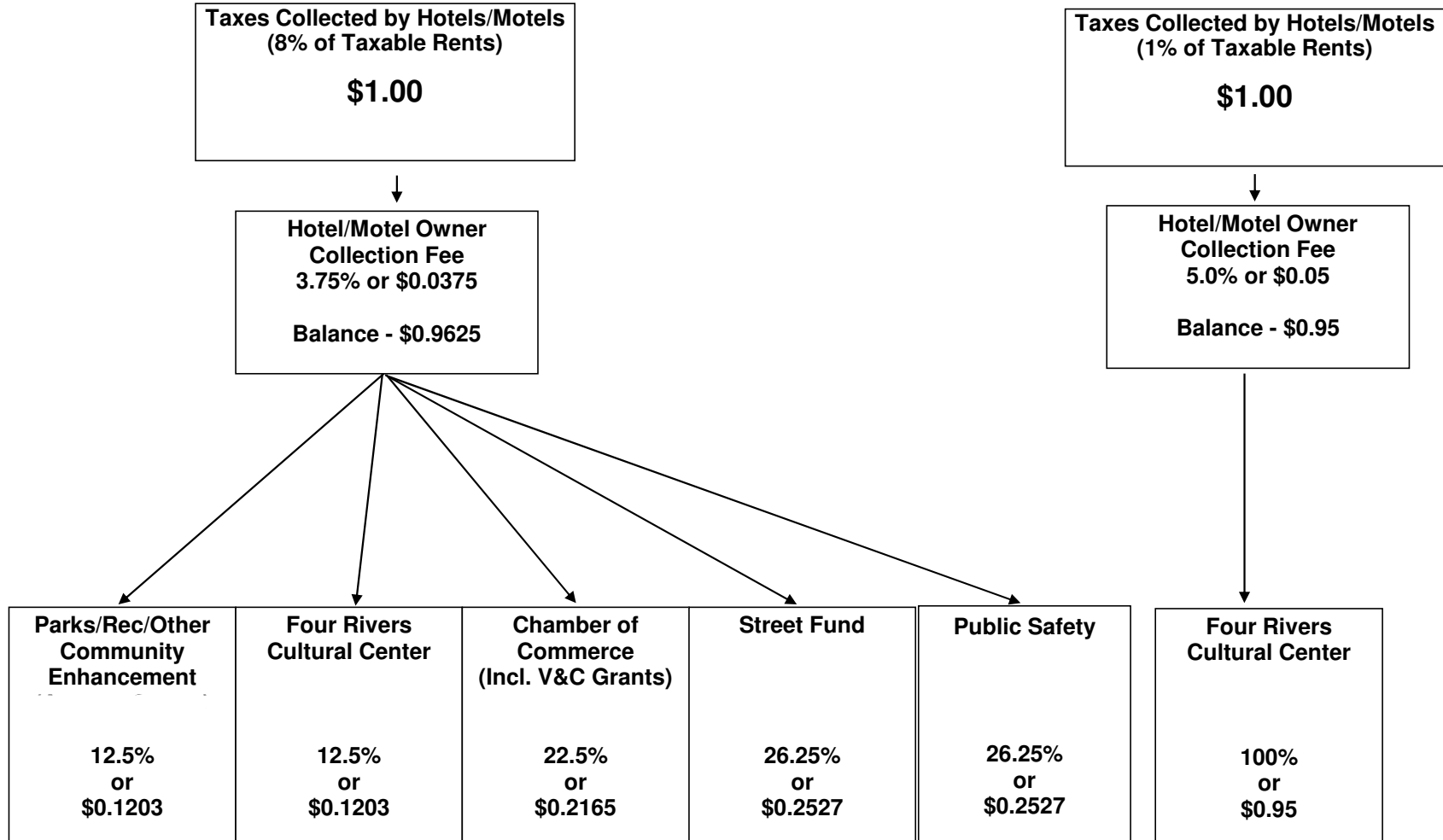
RECOMMENDATION:

Staff recommends the City Council approve the language for voters to decide on the 1% tax on the May 2022 general election ballot.

ATTACHMENTS:

- 1. TOT - 9 Percent Flow Chart_1
- 2. SEL802 for TLT
- 3. Resolution-Election for TLT Increase-12.12.2021 Draft

City of Ontario
9% Transient Occupancy Tax Distribution



Additional 1% Tax Created for Benefit of FRCC - Effective 11/17/2005

Notice of Measure Election

City

SEL 802

rev 01/18 ORS 250.035, 250.041,
250.275, 250.285, 254.095, 254.465

Notice

Date of Notice

Name of City or Cities

Date of Election

Ontario

May 17, 2022

Final Ballot Title The following is the final ballot title of the measure to be submitted to the city's voters. The ballot title notice has been published and the ballot title challenge process has been completed.

Caption 10 words which reasonably identifies the subject of the measure.

INCREASES ONTARIO TRANSIENT LODGING TAX BY 1%

Question 20 words which plainly phrases the chief purpose of the measure.

Shall the city of Ontario increase the Transient Lodging Tax from 9% to 10%?

Summary 175 words which concisely and impartially summarizes the measure and its major effect.

This measure would increase from 9% to 10% the transient lodging tax rate charged to motels and other businesses for transient (overnight) lodging. The tax is collected not from taxpayers but from occupants of motels, hotels, RV parks, certain campgrounds, and vacation and home-stay rentals of durations less than thirty days. The existing 9% tax is dedicated to a variety of uses, primarily tourism-related, as required by Oregon law. Based on the amounts collected in the past, the 1% increase should generate about \$120,000 in additional revenue, over and above the 9% tax already being collected. The additional 1% tax will be distributed as follows: 75%, or approximately \$90,00 per year, will be donated by the City to the Ontario Recreation District for the operation and maintenance of a municipal pool in Ontario; and 25%, or approximately \$30,000, will be donated to the Sage Events Center in Ontario. A "yes" vote approves the 1% tax rate increase to 10%. A "no" vote leaves the tax rate at 9%.

Explanatory Statement 500 words that impartially explains the measure and its effect.

If the county is producing a voters' pamphlet an explanatory statement must be drafted and attached to this form for:

→ any measure referred by the city governing body; **or**

→ any initiative or referendum, if required by local ordinance.

Explanatory Statement Attached?

☐ Yes

☐ No

Authorized City Official Not required to be notarized.

Name

Title

Mailing Address

Contact Phone

By signing this document:

→ I hereby state that I am authorized by the city to submit this Notice of Measure Election; **and**

→ I certify that notice of receipt of ballot title has been published and the ballot title challenge process for this measure completed.

Signature

Date Signed



RESOLUTION # 2021-*

A RESOLUTION CALLING FOR AN ELECTION TO APPROVE A 1% INCREASE IN THE TRANSIENT LODGING TAX (TLT)

- WHEREAS,** The City of Ontario has the authority to place an item on the ballot for consideration by the voters; and
- WHEREAS,** It has been proposed that an additional 1% ad valorem tax be added to the existing 9% transient lodging tax; and
- WHEREAS,** Both the Ontario Aquatic Center and the Desert Sage Event Center qualify as tourism-related activities and
- WHEREAS,** The Ontario Recreation District Board has asserted that it needs \$90,000 per year in additional funding to support the operations and maintenance of the aquatic center ; and
- WHEREAS,** The Desert Sage Event Center receives periodic city grants from the general fund for capital improvements; and
- WHEREAS,** The Both the Ontario Aquatic Center and the Desert Sage Event Center qualify as tourism-related activities.

NOW, THEREFORE BE IT RESOLVED, by the Ontario City Council that:

SECTION 1: An election is hereby called in and for the City of Ontario, Malheur County, Oregon, for the purpose of submitting to the legal voters the following ballot measure:

CAPTION: INCREASES ONTARIO TRANSIENT LODGING TAX BY 1%

QUESTION: Shall the city of Ontario increase the Transient Lodging Tax from 9% to 10%?

SUMMARY: This measure would increase from 9% to 10% the transient lodging tax rate charged to motels and other businesses for transient (overnight) lodging. The tax is collected not from taxpayers but from occupants of motels, hotels, RV parks, certain campgrounds, and vacation and home-stay rentals of durations less than thirty days. The existing 9% tax is dedicated to a variety of uses, primarily tourism-related, as required by Oregon law. Based on the amounts collected in the past, the 1% increase should generate about \$120,000 in additional revenue, over and above the 9% tax already being collected. The additional 1% tax will be distributed as follows: 75%, or approximately \$90,00

per year, will be donated by the City to the Ontario Recreation District for the operation and maintenance of a municipal pool in Ontario; and 25%, or approximately \$30,000, will be donated to the Sage Events Center in Ontario. A "yes" vote approves the 1% tax rate increase to 10%. A "no" vote leaves the tax rate at 9%.

SECTION 2: If the ballot measure is approved by the voters, the following provisions will be included in a new Chapter in Title 3 of the Ontario Municipal Code, using the format and definitions in the Model TLT Ordinance provided by the League of Oregon Cities (LOC):

- A. **TAX IMPOSED.** Effective September 1, 2022, each occupant shall pay a TLT in the amount of 1% percent of the rent. The occupant shall pay the TLT with the rent to the transient lodging tax collector. TLT amounts shall be rounded down to the nearest cent. The transient lodging tax collector shall maintain records of all rent charged and TLT payments received. If rent is paid in installments, a proportionate share of the TLT shall be paid by the occupant to the transient lodging tax collector with each installment unless the occupant pays the entire amount with the first payment.
- B. **USE OF TLT FUNDS.** The revenue from the tax rate of 1% shall be used for the following two tourism-related facilities:
 - a. 75% of the 1% tax increase will be donated to the Ontario Recreation District, for the specific purposes of operating and maintaining a public swimming pool. Prior to pool construction, the Ontario Recreation District shall place the funds in a reserve account, to be retained in that account until construction is completed and the pool is open to the public.
 - b. 25% of the 1% tax increase will be donated to Malheur County for the specific purpose of maintaining and improving the Sage Events Center.

SECTION 3: The Measure Election hereby called shall be held in the City of Ontario on the 17th day of May, 2022. This election shall be conducted by mail.

SECTION 4: The Ontario City Council authorizes the Mayor, the City Manager, (each an "authorized representative") the City Attorney, or a designee of the authorized representative to act on behalf of the City of Ontario and to take such further action as is necessary to carry out the intent and purposes herein in compliance with the applicable provisions of law.

SECTION 5: The Ontario City Council directs the city's Election Official to file with Malheur County Election's Office a Notice of City Measure Election, form SEL 802, attached and incorporated herein by this reference as Exhibit "A", on a date no earlier than the eighth business day after the date of which Exhibit "A" is filed with the City Election Official.

SECTION 6: Pursuant to ORS 251.345, the City Council directs the City Manager, or designee, to prepare a Measure Explanatory Statement for publication in the county voter's pamphlet; said statement shall be filed with the Malheur County Election Office at the same time the Notice of City Measure Election is filed by the City Election Official.

EFFECTIVE DATE: Immediately upon passage.

PASSED AND ADOPTED by the Ontario City Council this _____ day of December, 2021, by the following vote:

AYES:

NAYS:

EXCUSED:

ABSENT:

Approved by the Mayor this _____ day of December, 2021.

ATTEST:

Riley Hill, Mayor

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
OLD BUSINESS
December 14, 2021**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **ORDINANCE #2799-2021: PLANNING ACTION 2021-07-28AZ - A REQUEST BY GOLD THUMB INVESTMENTS, LLC FOR THE ANNEXATION AND REZONE OF PROPERTY FROM URBAN GROWTH AREA INDUSTRIAL (UGA-I) TO CITY LIGHT INDUSTRIAL (I-1)**

DATE: November 24, 2021

PROPOSED MOTION:

A. APPROVAL:

1. I MOVE THAT THE CITY COUNCIL APPROVE ORDINANCE #2799-2021, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO FROM URBAN GROWTH AREA INDUSTRIAL (UGA-I) TO CITY LIGHT INDUSTRIAL (I-1), BEING A PARCEL WITHIN THE SW1/4 NW1/4 SECTION 33, TOWNSHIP 17 SOUTH RANGE 47 EAST, W.M., ON SECOND READING BY TITLE ONLY.

B. DENIAL:

1. I MOVE THAT THE REQUEST FOR REZONE OF THE SUBJECT PROPERTY FROM URBAN GROWTH AREA INDUSTRIAL (UGA-I) TO CITY LIGHT INDUSTRIAL (I-1), AS SET FORTH IN ACTION 2021-07-28AZ BE DENIED, BASED ON THE INFORMATION, FINDINGS AND CONCLUSIONS SET FORTH BELOW. (NEED TO CHANGE STAFF FINDINGS AND LEGAL REASONS FOR DENIAL).

SUMMARY:

The applicant owns a parcel of land, known as 17S4733B, tax lot 3200. The applicants wish to annex and rezone the property into the city to connect to city services and further develop the property. This application, if approved, will result in the annexation of 10.00 acres, plus the right of way for North Verde Drive, NW 13th Street, NW 22nd Avenue and NW 24th Avenue, into the city and a rezone of the property from Urban Growth Area Light Industrial (UGA-I) to City Light Industrial (I-1).

BACKGROUND:

This request for annexation and rezone needs a recommendation for approval or rejection from the Planning Commission to the City Council. The Ontario Municipal Code (OMC) designates the Planning Commission as the decision-making body for a request for rezone, without City Council participation. The OMC designates the City Council as the decision-making body for a request for annexation, without Planning Commission participation. State law requires an ordinance be adopted by the local governing body to accomplish a rezone. The city's governing body is the City Council, and they are the only body that may adopt an ordinance; therefore, a request for rezone should go before the Council for a final decision. Staff feels the best procedure is consistency with state law; therefore, this matter needs a recommendation from the Planning Commission, and then will be forwarded to the City Council for their decision.

There have been no recent Planning Commission actions on this property in the past 20 plus years that could be found in the planning records other than a city-wide Comprehensive Plan update in 2007. The Community Development Director, under Planning Action 2021-02-05CUP, approved a Conditional Use Permit for a Cannabis Retail facility contingent of the property being annexed.

CURRENT SITUATION:

The proposed development must comply with applicable provisions of the OCC (City of Ontario Zoning Ordinance as set forth in the Ontario City Code), and the City of Ontario Comprehensive Plan. Generally, unless otherwise noted, if a request is found to be consistent with the Zoning Ordinance it is considered to be consistent with the Comprehensive Plan.

A. Rezone

1. Section 10B-20-30 REQUIRED FINDINGS, DECISION CRITERIA. In preparing findings to support a quasi-judicial zoning map amendment decision, the following findings shall be addressed except when alternatives are set forth or where a required finding clearly does not apply to the current action:

- a. The zoning map amendment is in conformance with statewide planning goals and guidelines.
- b. The zoning map amendment is in conformity with the acknowledged comprehensive plan.
- c. The applicant has demonstrated a mistake or error in the original zone designation, or the applicant has demonstrated a change in physical, social or market conditions generally affecting the area which make the proposed change appropriate.
- d. A public need is demonstrated for this zoning at this location and is not the granting of a special privilege for a single property or small group of properties.
- e. The property affected by the change is adequate in size and shape to facilitate its use and development as permitted under the new zoning classification.
- f. The property affected by the proposed change of zone is properly related to streets and public facilities and with services adequate to meet the demands of the uses allowed in the new zone.
- g. The proposed zoning map change will not result in adverse effects upon surrounding properties or surrounding uses from dust, noise, vibration, odor, heat, glare, lighting, or discharges into the air, water or land.

Findings of fact based on the answers and information given in the application made a part hereof:

1. Explain how the proposed zoning map amendment is in conformance with statewide planning goals and guidelines.

The rezoning is in conformance with the statewide planning goals and the City Comprehensive plan as the existing property is zoned UGA Residential and the proposed zoning is Residential in conformance to the City Comprehensive plan and no changes are being requested.

The Property is currently in the City of Ontario Urban Growth Area ("UGA") and zoned UGA 1-1 Light Industrial and once annexed into the City limits of Ontario it will be rezoned to City 1-1 Light Industrial and requested uses will be allowed by 10A-39-10(9). The proposed improvements to the property will be in compliance with the Planning and Zoning Development Standards - along with the accepted Conditional Use Permit 2021 -02-05CUP to develop the Property as a Marijuana retail facility, as allowed under City of Ontario Code 10A-59, Marijuana Related Operations and Activities and will be in compliance with State of Oregon laws and statewide planning goals, and guidelines will not be changed or affected by this annexation.

2. Explain how the proposed zoning map amendment is in conformance with the Acknowledged Comprehensive Plan.

The rezone is in conformance with the acknowledged plan as the requested rezone is the same as the acknowledged Comprehensive plan, no change is requested. The entire UGA Zone complies with the Acknowledged Comprehensive Plan and Oregon Land Conservation and Development Department - Goal 9: Economic Development OAR 660-009-000 "To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare and prosperity of Oregon citizens." Annexation into the City of Ontario will not change the zoning of this property and its improvements comply and are in compliance with Goal 9 and other statewide planning goals and state of Oregon laws. Therefore, guidelines will not be changed or affected by this annexation.

3. As applicant, you must explain how there has been a mistake or error in the original zone designation or a change in physical, social or market conditions generally affecting the area, which makes this proposed zone change appropriate.

Approving the annexation of this ten (10) acre property into the city limits of Ontario will not change the existing zoning of

UGA 1-1 Light Industrial and will be rezoned City 1-1 Light Industrial after annexation based on the Zoning Map and Acknowledged Comprehensive Plan. Marijuana businesses are allowable and considered an accepted use with a conditional use permit in the Light Industrial Zone. City of Ontario Code 10A-59. Therefore, the only change will be the Annexation from Malheur County to the City of Ontario. This Annexation is necessary to participate in the City of Ontario's Recreational Marijuana policy allowing for dispensaries and other potential Marijuana businesses, which are all considered conditional uses under the City of Ontario Zoning Code.

4. As applicant, you must show a public need is demonstrated for this zoning at this location and is not the granting of a special privilege for a single property or small group of properties.

The current zoning of the ten (10) acre property that is located in the UGA will not be changed after annexation into the City of Ontario. It will remain as Light Industrial zoning and will be in compliance with all zoning requirements and goals originally accepted for this area. The only change will be the annexation from Malheur County to the City of Ontario. The annexation of the property will be beneficial to the City of Ontario and its residences in the following aspects:

- Added tax revenue for the City of Ontario;
- Added employment opportunities to the residents of the City of Ontario; Added Light Industrial property into the City of Ontario; and
- Site improvements to enhance pedestrian walkability (sidewalks), ability to connect to city services (water/sewer) and improved streets are required to be maintained and constructed per City requirements and standards.

5. Explain how the property affected by the change, if approved, is adequate in size and shape to facilitate its use and development as permitted under the new zoning classification.

The proposed plot plan (that is subject to change) shows the retail area and the size of the parcel for the proposed use, which is consistent with the regulations of the City of Ontario. The ten (10) acre property will be divided into three tax lots by way of partition as shown in the attached plot plan and as follows:

TAX LOT No. 1: Approximately 69,540 Sq. Ft. with a planned 4,000 to 9,000 square foot building; TAX LOT No. 2: 370,410 Sq. Ft. with planned (5) 9,000 Sq. Ft., (4) 3,800 Sq. Ft., and (1) 1,500 Sq. Ft. buildings that could house other approved light industrial businesses.

TAX LOT No. 3: 179,418 Sq. Ft. with planned (1) 21,000 Sq. Ft., (5) 4,800 Sq. Ft., (1) 7,825 Sq. Ft. and (2) 2,400 Sq. Ft. buildings, again which would house other approved light industrial businesses.

The total build area is to be 13%, with the remaining area to be a parking lot for 400+ cars, which will be developed per City requirements and standards. This is consistent with the criterion with respect to compatibility with surrounding uses, size of structures for proposed use, required parking, setbacks and landscaping. The proposed plot plan shows more than enough parking area to meet the requirements of a retail facility and shows the required landscaping.

6. Explain how the property affected by the proposed change of zone is properly related to streets and other public facilities and with services adequate to meet the demands of the uses allowed in the new zone. This shall explain how this proposal will not absorb a disproportionate share of public facilities, utilities and general assets.

The ten (10) acre parcel is surrounded on all four sides by public roadways that will be enhanced with new paving, curbs, sidewalks and bio swells. Large, unobstructed entrances from each street will be built in accordance with city requirements and standards. In addition, annexation into the City of Ontario will provide for city water and sewer which is already existing at the roadways. The scope of work for public facilities, utilities and general assets was also previously included in the general scope of the UGA County Zoning and would not add to previously planned resources.

This Application for Annexation is consistent with the standards and can be connected to City services once extended to the property by the owners. The site has access to N. Verde Drive and NW 24th Street once constructed to City standards by the property owners. Owners are aware of the requirements to extend and develop the public improvements.

7. Explain how the proposed change in zoning will not result in adverse effects upon surrounding properties or surrounding uses from dust, noise, vibration, odor, heat, glare, lighting, or discharges into the air, water or land.

All planned improvements will be in compliance with City 1-1 Light Industrial zoning as the entire surrounding area is also zoned UGA Light Industrial and there are no known issues in Applicant's plans that would create undo dust, noise, vibration, odor, heat, glare, lighting, or discharges into the air, water or land, except for the initial construction period. No adverse effects are expected to occur.

Summary Conclusions: Based on the findings above:

a. The City of Ontario Municipal Code Implements policies contained in the City of Ontario Comprehensive Plan, which conforms to the Statewide Planning Goals; generally, if a proposed rezone meets all criteria and standards contained in the OMC, the request will be consistent with Comprehensive Plan Policies and therefore conform to the Statewide Planning Goals. As this proposal meets the criteria in the above section, this proposal is consistent with Statewide Planning Goals. **CRITERION IS MET**

b. Finding 2 above shows that the request is within goals and conformance of the Acknowledged Comprehensive plan. Therefore, this proposal has demonstrated to be consistent with the Comprehensive Plan. **CRITERION IS MET**

c. The applicant states in finding 3, that no mistake was made, that the requested zone is required due to annexation into City Limits and matches the planned zoning as per the Comprehensive Plan. Therefore, there is no mistake made. The findings demonstrate that this criterion is met. **CRITERION IS MET**

d. The applicant states in finding 4, that the request is legally necessary due to the annexation of the property; granting of this request is not a special privilege and no public need has to be demonstrated. The property is industrial designated under the Comprehensive Plan so an industrial zone is in compliance with the Comprehensive Plan. **CRITERION IS MET**

e. As noted in Findings 5, the subject property exceeds the minimum parcel size of the requested zoning and is of adequate size for future development. **CRITERION IS MET**

f. As noted in the finding 6 above, the property is properly related to streets and public facilities will be extended within the public streets and the existing uses and services demonstrate that uses allowed in the proposed zone are provided. **CRITERION IS MET**

g. The applicant states in the finding 7 above, the zone change will not adversely affect the surrounding area as the current use is the same use as the proposed zone change, which is Light Industrial. The permitted uses are related to low volume traffic and uses which do not lend themselves to the creation of significant amounts of noise or other discharges of dust or odor into the air, which are uncommon in a residential zone. **CRITERION IS MET**

Conclusion Rezoning: ALL CRITERIA ARE MET

B. Annexation:

1. 10B-45-10 INITIATION OF ACTION. When a person, authorized by statute, wishes to extend the city's boundaries, an application on forms supplied by the city shall be filed with the Planning Director and which include: annexation consent forms, by the property owners, and by tenants if required by law or court decision; request for a change in zoning map designation, or plan change if required; request for other quasi-judicial action if required; fees, and other exhibits and requirements for a quasi-judicial action as set forth in this Title. All land use actions associated with the annexation shall be consolidated, as feasible, and one fee paid.

2. Oregon Revised Statute 222.125: Annexation by consent of all owners of land and majority of electors; proclamation of annexation. The legislative body of a city need not call or hold an election in the city or in any contiguous territory proposed to be annexed or hold the hearing otherwise required under ORS 222.120 when all of the owners of land in that territory and not less than 50 percent of the electors, if any, residing in the territory consent in writing to the annexation of the land in the territory and file a statement of their consent with the legislative body. Upon receiving written consent to annexation by owners and electors under this section, the legislative body of the city, by resolution or ordinance, may set the final boundaries of the area to be annexed by a legal description and proclaim the annexation.

Findings based on the answers and information given in the application are made a part hereof:

1. The applicants have paid the fees and provided the proper application with signatures.
2. The property is annexable because it lies inside the Urban Growth Boundary and is contiguous with current city limits.
3. The property is currently zoned for Industrial use in the Urban Growth Area; the requested zone, City Light Industrial (I-1), is consistent with contiguous property.
4. Findings from preceding sections of this report are herein included by this reference. A change to the comprehensive plan map or text is not necessary to annex the property; however, the annexation of the property must be consistent with all applicable Comprehensive Plan Policies.

5. Annexation would benefit the city by increasing tax revenue, and, by providing more City Light Industrial land in a highly developable area.

Conclusion: All criteria and standards applicable to a request for annexation have been met. The property may be annexed.

SUMMARY CONCLUSIONS AND PLANNING COMMISSION DECISION

A request for a rezone of property may be recommended for approval or denial by the Planning Commission to the City Council if all applicable decision criteria and standards are found met, or able to be met through appropriate conditions of approval. In this case, findings must be made by the Planning Commission that the specific criteria are either met, able to be met through conditions of approval, or not met; options and discussion are provided under "Findings:" and "Conclusion:" for each criterion. All the criteria and standards must be met in order for the request to be recommended for approval.

At a Public Hearing on October 11, 2021, the Planning Commission approved the findings of facts and sent a recommendation to the City Council to approve the annexation and rezoning of the property as detailed in this report.

The City Council Approved this action on first reading by Title only at their November 23, 2021 Council meeting.

ANALYSIS:

- A. **STRATEGIC PLAN** This action is in alignment with the City Council Strategic Plan for desirability of the property to be used for residential use; it also allows for future development of the city in meeting its potential for future growth of the community.
- B. **FINANCIAL** There is no financial impact to the city currently, but will add revenue as property tax.
- C. **TIMING** This action is needed as soon as possible so that the lands can be developed and connected to city services.
- D. **POLICY/LEGAL** The proposed development must comply with applicable provisions of the OCC (City of Ontario Zoning Ordinance as set forth in the Ontario City Code), and the City of Ontario Comprehensive Plan. Generally, unless otherwise noted, if a request is found to be consistent with the Zoning ordinance, it is consistent with the Comprehensive Plan.

An annexation and rezone must be done by an ordinance and the City Council is the final authority for approving a city ordinance.

ALTERNATIVES:

The City Council could deny the application based on legal findings of fact.

RECOMMENDATION:

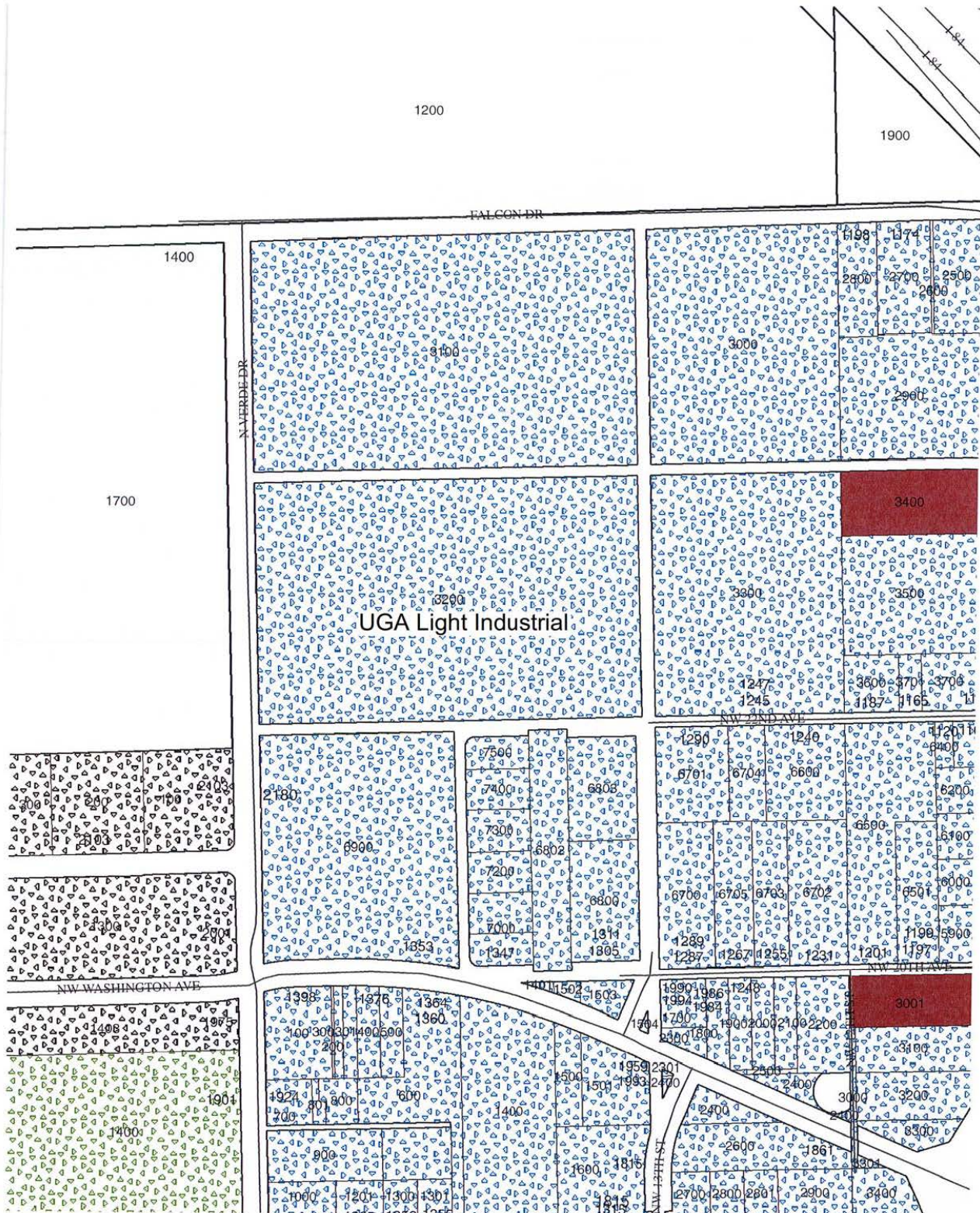
Staff recommends that the City Council approve Ordinance #2799-2021 on Second Reading by Title Only.

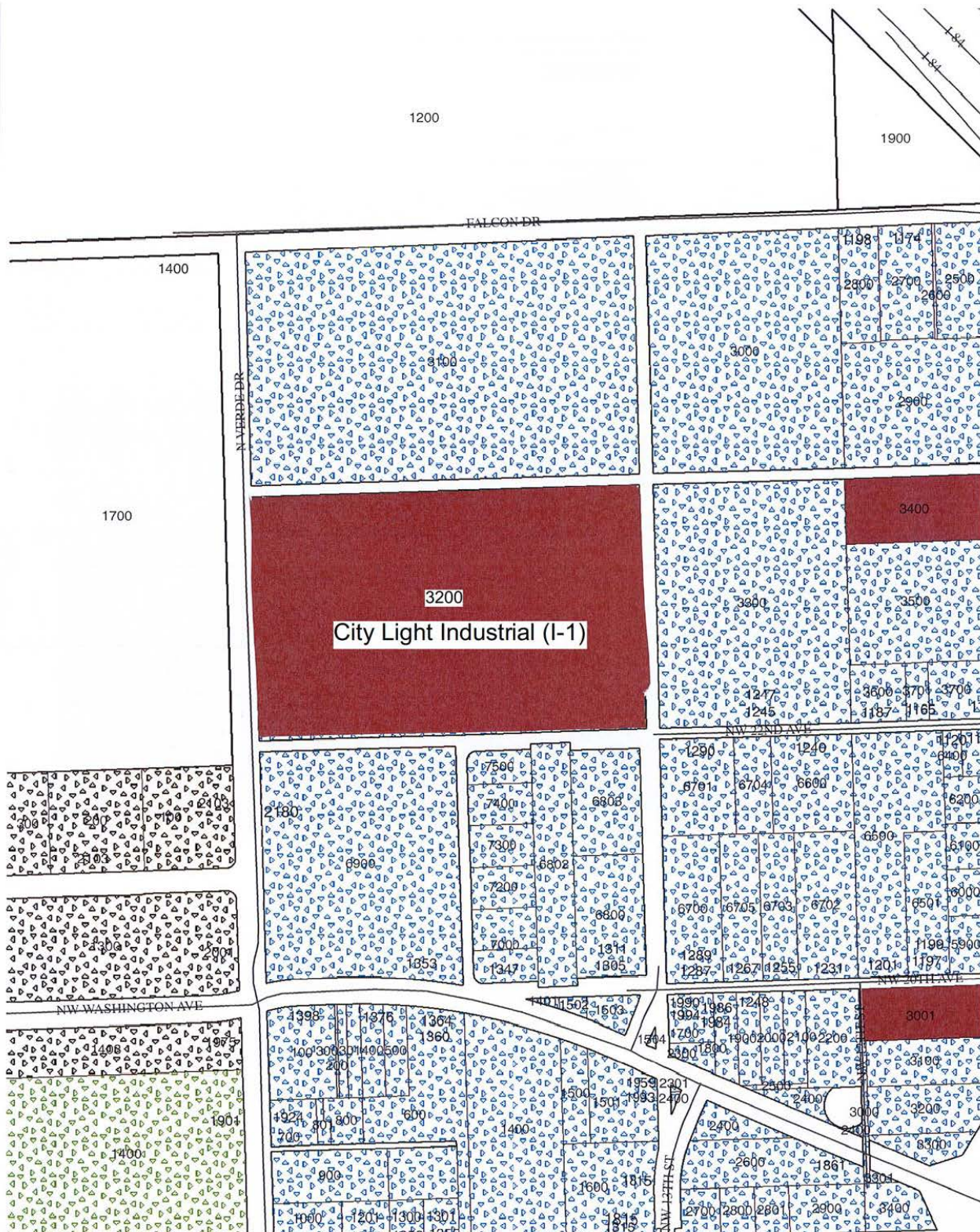
ATTACHMENTS:

- 1. Attachment 1_Before
- 2. Attachment 2_After
- 3. Attachment 3_Area Map
- 4. Attachment 4_Annex Description
- 5. Attachment 5_Annex Tax Map
- 6. Attachment 6_Ord #2799-2021

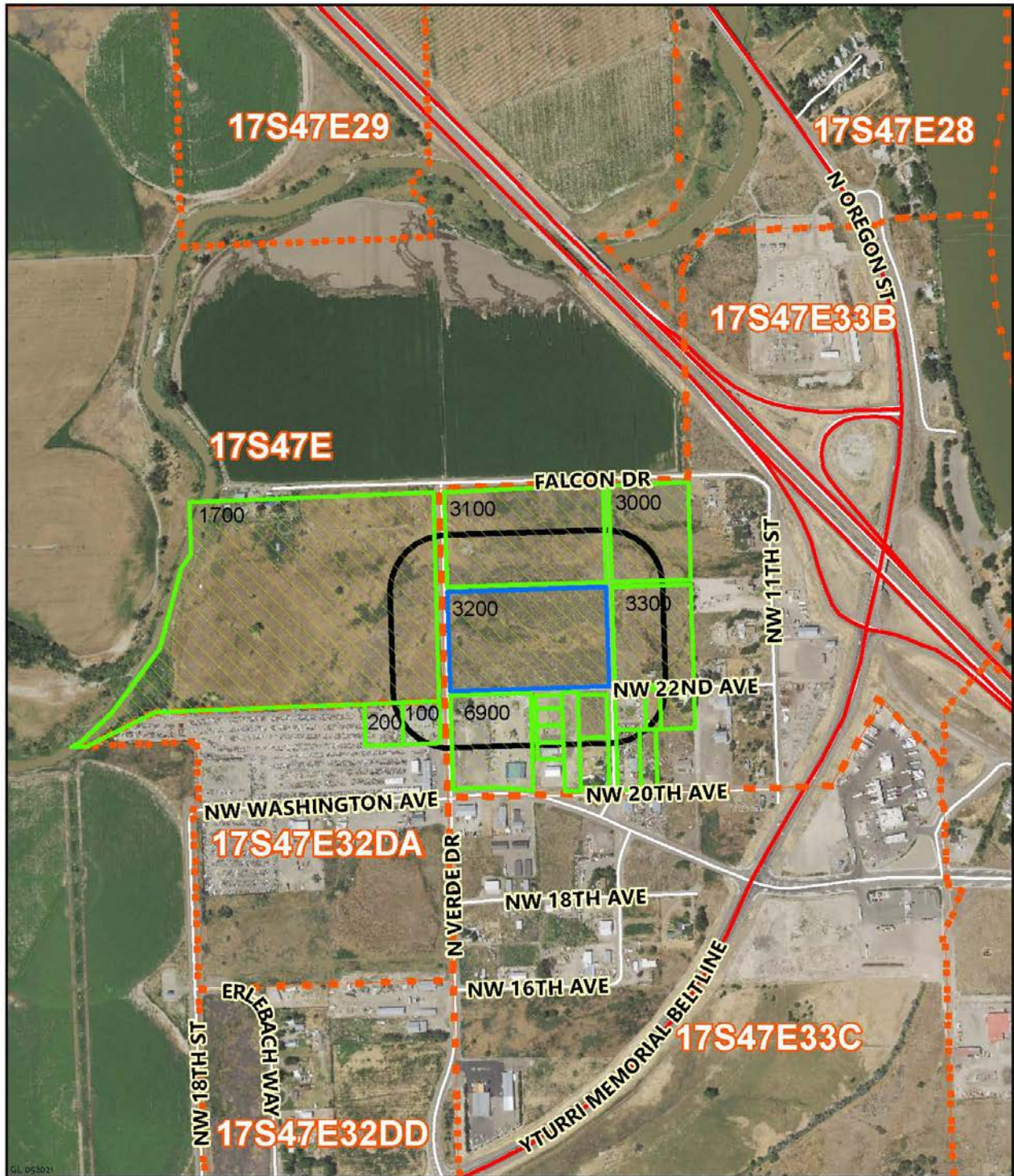
Attachment "1"

Parcel Before Rezoning





Attachment "3"



Legend

- 300 ft radius
- Map Index
- GoldenThumbInvestment
- TL wn 300' rad fr GoldenThumbInvestment

300 Feet Radius Map

Golden Thumb Investment_Ref7318

0 400
Feet

*Map is prepared for
assessment purposes only*

Attachment “4”

Rezone Parcel Description

Exhibit “A”

LEGAL DESCRIPTION FOR THE CITY OF ONTARIO ANNEXATION

Land in Malheur County, Oregon, as follows:

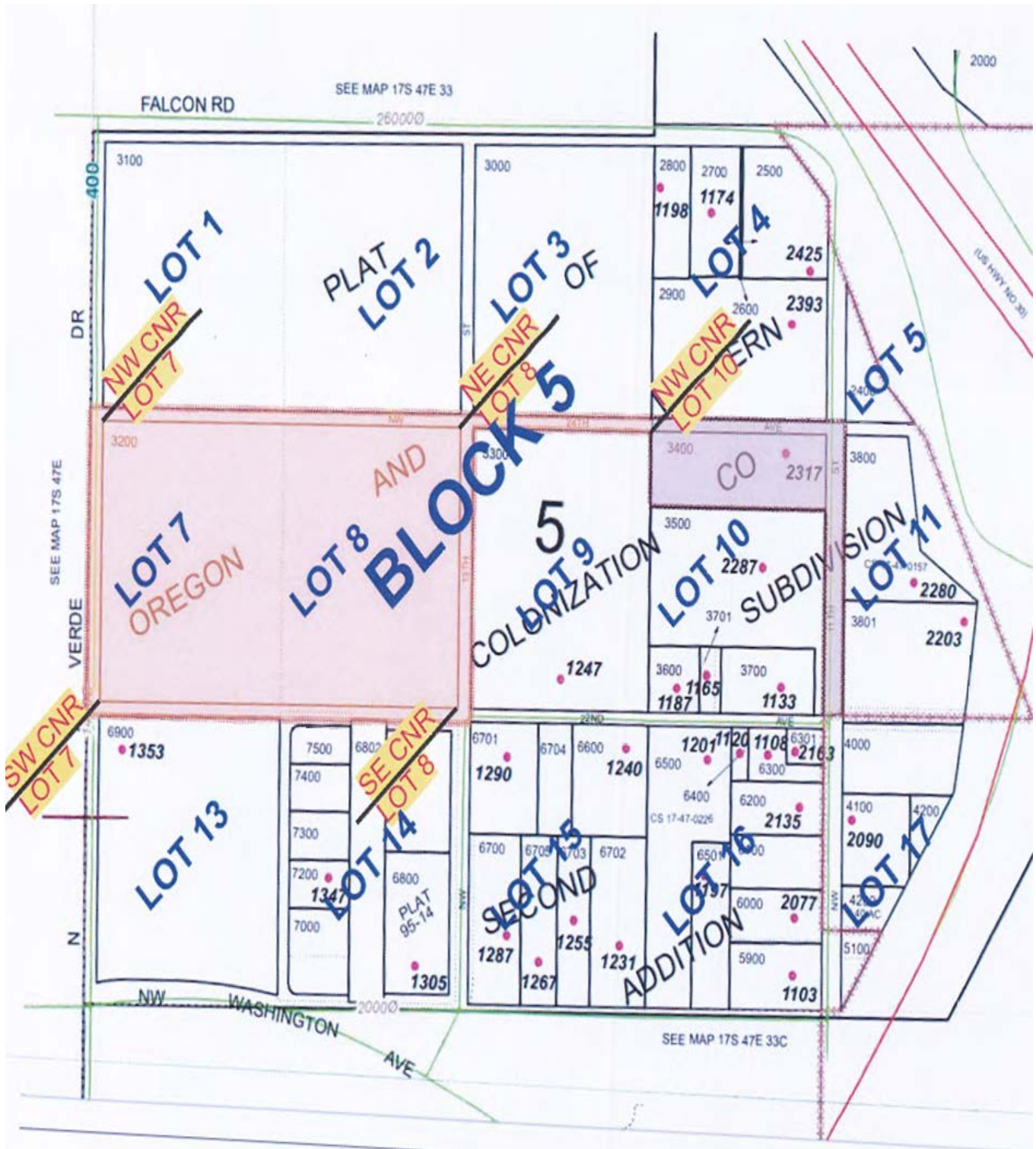
Land in OREGON AND WESTERN COLONIZATION SUBDIVISION SECOND ADDITION, in Section 33, Township 17 South, Range 47 East of the Willamette Meridian, Malheur County, Oregon, according to the Corrected Plat thereof, as follows:

In Block 5: Lot 7, Lot 8 and the Public Right of Way, all being more particularly described as follows”

Beginning at the Southeast corner of Lot 3 said Block 5; thence west coincident with the south boundary of Lots 1, 2 & 3 and the northerly boundary of NW 24th Avenue and the extension thereof, to the west boundary of Verde Drive; thence south coincident with the west boundary of said Verde Drive to the point of intersection with the extension of the south boundary of NW 22nd Avenue; thence east coincident with the southerly boundary of NW 22nd Avenue and the north boundary of Lots 13 & 14 to the Northwest corner of Lot 15, said Block 5 being on the east boundary of NW 13th Street; thence north coincident with the easterly boundary of said NW 13th Street and the westerly boundary of Lot 9 to the Northwest corner of said Lot 9; thence east along the north line of Lot 9 and south boundary of NW 24th Avenue to the Northeast corner of said Lot 9; thence north to the SE corner of said Lot 3 and the Point of Beginning.

END OF DESCRIPTION

Rezoned Parcel Tax Map





ORDINANCE #2799-2021

AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO FROM URBAN GROWTH AREA INDUSTRIAL (UGA-I) TO CITY LIGHT INDUSTRIAL (I-1), BEING A PARCEL WITHIN THE SW¼ NW¼ SECTION 33, TOWNSHIP 17 SOUTH RANGE 47 EAST, W.M..

- WHEREAS,** There has been submitted to the City of Ontario a written request for annexation and rezoning to the city signed by 100% of the owners of land within the affected territory to be annexed; and
- WHEREAS,** All of the owners of land in that territory have consented in writing to the annexation of their land in the territory and have filed a statement of their consent with the legislative body of the city; and
- WHEREAS,** The City Charter does not expressly require the city to submit a proposal of annexation of territory to the electors of the city; and
- WHEREAS,** All the owners have requested the lands to be rezoned from UGA Industrial (UGA I) to City Light Industrial (I-1).

NOW THEREFORE, THE CITY OF ONTARIO ORDAINS AS FOLLOWS:

1. Annexation Area. The following contiguous territory be and the same is hereby annexed: The property legally described and mapped in the attached Exhibits “A” and “B” respectively.
2. Rezoning. That based on the Planning Commission findings and recommendation in Planning Action 2021-07-28AZ, the lands as shown and described in the attached Exhibits “A” and “B” be rezoned from UGA Industrial (UGA I) to City Light Industrial (I-1).
3. Record. The City Planner shall submit to the Oregon Secretary of State (1) a copy of this Ordinance, (2) a copy of the statement of consent of the landowner in the territory annexed; and (3) Shall send a description by metes and bounds, or legal subdivision, and a map depicting the new boundaries of the City within 10 days of the effective date of annexation to the Malheur County Assessor, Malheur County Clerk and the State Department of Revenue.

PASSED AND ADOPTED by the Common Council of the City of Ontario this _____ day of _____, 2021 by the following vote:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor this _____ day of _____, 2021.

ATTEST:

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder

Exhibit “A”
Property Description for Annexation/Rezone
City Action No. 2021-07-28AZ

Exhibit “A”

LEGAL DESCRIPTION
FOR THE CITY OF ONTARIO ANNEXATION

Land in Malheur County, Oregon, as follows:

Land in OREGON AND WESTERN COLONIZATION SUBDIVISION SECOND ADDITION, in Section 33, Township 17 South, Range 47 East of the Willamette Meridian, Malheur County, Oregon, according to the Corrected Plat thereof, as follows:

In Block 5: Lot 7, Lot 8 and the Public Right of Way, all being more particularly described as follows”

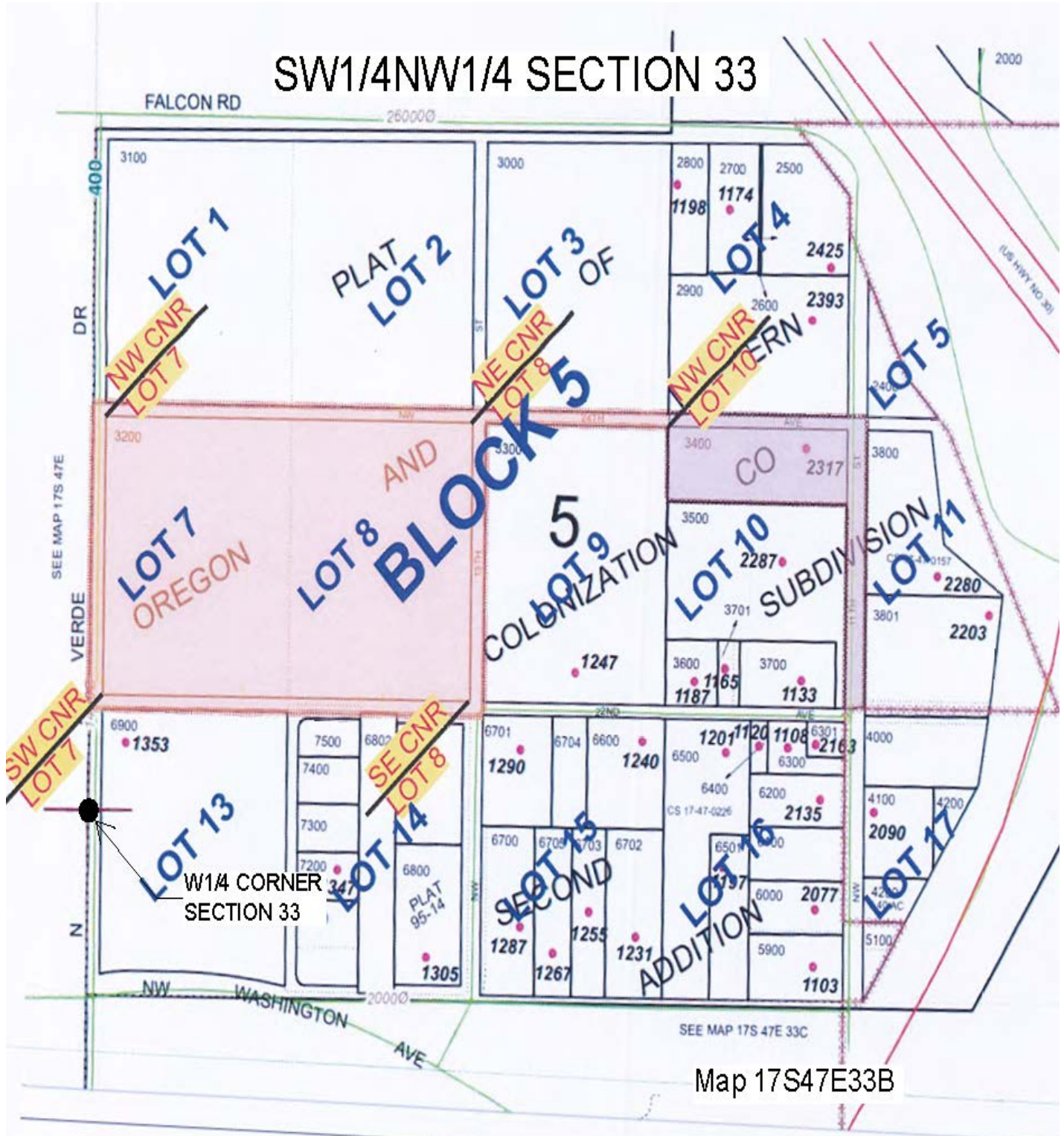
Beginning at the Southeast corner of Lot 3 said Block 5; thence west coincident with the south boundary of Lots 1, 2 & 3 and the northerly boundary of NW 24th Avenue and the extension thereof, to the west boundary of Verde Drive; thence south coincident with the west boundary of said Verde Drive to the point of intersection with the extension of the south boundary of NW 22nd Avenue; thence east coincident with the southerly boundary of NW 22nd Avenue and the north boundary of Lots 13 & 14 to the Northwest corner of Lot 15, said Block 5 being on the east boundary of NW 13th Street; thence north coincident with the easterly boundary of said NW 13th Street and the westerly boundary of Lot 9 to the Northwest corner of said Lot 9; thence east along the north line of Lot 9 and south boundary of NW 24th Avenue to the Northeast corner of said Lot 9; thence north to the SE corner of said Lot 3 and the Point of Beginning.

END OF DESCRIPTION

Exhibit "B"

Subject property

MAP 17S4733B Tax Lot 3200 Plus ROW





**AGENDA REPORT
OLD BUSINESS**
December 14, 2021

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: RESOLUTION #2021-138: RESIDENCY POLICY

DATE: December 2, 2021

PROPOSED MOTION:

I MOVE THAT THE CITY COUNCIL APPROVE RESOLUTION #2021-138: REVISIONS TO THE CITY'S RESIDENCY POLICY.

SUMMARY:

The Ontario City Council approved a resolution requiring residency of all employees in 2018 by passage of Resolution #2018-112. Minor revisions are needed to update the policy to the Council's expectations and to affirm the intentions of the original resolution.

BACKGROUND:

Resolution #2018-112 was approved on February 27, 2018, which was a resolution requiring residency of certain city positions and providing incentives for all employees to live in the city. The resolution brought to the city was originally intended to require only department heads to be residents of the city. After a large turnout of residents in support of all employees living within the city limits, the resolution was amended in the meeting to include all employees.

An employee who was residing inside the city limits at the time the resolution was passed recently decided to move to Idaho from his residence in Ontario. When approached by the City Manager's Office, the employee cited a "whereas" in the resolution that read "the City Council does not intend to cause any employee currently working for the city to be terminated because of residency status." The employee asserted that he was currently working for the city at the time the resolution was passed, so the resolution did not impact him.

The intent of that clause was that any person who lived outside of the city at the time the resolution was passed would not be terminated. Under this interpretation, though, the attorneys, both for the city and the union, agreed that the language left it open for interpretation as to whether an employee working at the time the resolution was passed would be allowed to move at a later date. To address the intent of the resolution, additional wording is required to enforce the intent of the resolution.

CURRENT SITUATION:

The policy has been redrafted to add clarity to the intentions of the resolution. The policy has been reviewed by the city's labor attorney and the City Attorney and both believe the draft to have closed the hole and clarified the intent of the policy and the implications for non-compliance. The policy under Resolution #2021-138 will also include adding language to the city's personnel policy.

ANALYSIS:

- A. **STRATEGIC PLAN** No strategic plan impact.
- B. **FINANCIAL** The intent of the policy is to keep good paying jobs and social capital inside the city or the immediate area. This creates employees who are vested in the community and tied to the outcomes of city policies. It was originally the residents who supported an incentive where employees receive a credit towards their water bill for being within a service area of the Ontario water system.
- C. **TIMING** Approval of Resolution #2021-138 should be passed immediately so that the intent to not allow employees working for the city and currently residing within the city or 8C School District boundaries, do not move outside the area.
- D. **POLICY/LEGAL** The City Council holds the authority to approve policies for the city. Residency is not a mandatory subject of bargaining and is a right of the City Council to establish.

ALTERNATIVES:

Take No Action: Without action, employees who resided in the city at the time the original policy was passed will have an argument to justify moving outside the city boundaries at some future date.

RECOMMENDATION:

Staff recommends approval of Resolution #2021-138, the Residency Policy requiring all employees to live within the Ontario 8C School District and Department Heads to live within the city limits.

ATTACHMENTS:

1. Reso #2021-138 City of Ontario Residency Policy Amendment Dec 1 2021 4884-7560-3461 v.1



RESOLUTION #2021-138

A RESOLUTION REQUIRING RESIDENCY OF CITY POSITIONS AND PROVIDING INCENTIVES FOR ALL EMPLOYEES TO LIVE IN THE CITY OF ONTARIO

- WHEREAS:** The Ontario City Council approved Resolution #2018-112 on the 27th of February, 2018; and
- WHEREAS:** Citizens have expressed a desire that city employees reside in the city or the immediate area within the state; and
- WHEREAS:** Department Heads have significant responsibility toward the community in which they work; and
- WHEREAS:** The City Council is desirous for employees to live in the community and to be vested in the impacts of city decisions; and
- WHEREAS:** A credit to water and sewer bills for employees living in the city limits would have minimal impact on the water and sewer fund, but would provide greater incentive for employees to live within the city boundaries; and
- WHEREAS:** The City Council wishes to further clarify the residency requirement as approved in 2018 by adoption of the attached Residency Policy.

NOW THEREFORE BE IT RESOLVED that the policy attached as an appendage to this resolution is the official residency policy of the City of Ontario, Oregon; and

BE IT FURTHER RESOLVED that the policy shall be adopted as an amendment to the City Personnel Policy Handbook under Employment Eligibility Verification.

PASSED AND ADOPTED by the City Council of the City of Ontario this 14th day of December, 2021, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 14th day December of 2021.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



City of Ontario, Oregon Residency Policy

I. Purpose

- A. The purpose of the Ontario Residency Policy is to have city employees who are participative, engaged, and vested citizens for the immediate community and state by which they are employed.

II. Policy

- A. **Non-Department Head Employees** – Employees must reside within the Ontario 8c School District Boundaries.
- B. **Department Head Employees** – Department heads are held to a higher standard and must reside within the Ontario City limits.
- C. **Contracted Employees** – This policy does not apply to contracted employees.
- D. **Benefit** – A water/sewer credit of up to \$50 per month (not to exceed the monthly amount due) will be provided to all city employees receiving water and sewer from the City of Ontario. This benefit is meant to provide greater incentive and support for employees to live within the City boundaries.

III. Practice

- A. **Grandfathered Employees** – Grandfathered employees, with respect to this policy, means employees who are living outside of the 8c School District Boundaries (for all employees) or outside of the City limits (for department heads) at the date of passage of this policy. No employee currently working for the City, who lives outside of the City at the time of passage of this policy, will be terminated for living outside of the boundaries respectively referred to above.
- B. **Movement Outside of Boundaries** - If an employee who currently works for the City and lives within the boundaries of the Ontario 8C school district (for all non-department head employees) or Ontario City limits (for department heads) moves outside of the boundaries to which the policy requires them to live, that employee shall be deemed to have voluntarily resigned from their position of employment with the City of Ontario. Similarly, any employee hired by the City after the passage of this policy who at any time moves outside of the boundaries to which the policy requires them to live shall be deemed to have voluntarily resigned from their employment with the City.

- C. **Promotions** – Existing city employees who are promoted to department head positions shall be required to move within the Ontario City limits within twelve months of said promotion.
- D. **Time to Comply** – New hires shall be given six months to obtain residency within the boundaries to which the policy requires them to live. Failure to do so shall be deemed a voluntary resignation from their employment with the City.
- E. **Grace Period** - The City Manager may provide a grace period of up to six (6) months, beyond the six-month compliance time if the employee is able to show progress toward obtaining residency (e.g., a lease agreement or an employee is building a new home within the required area and can produce a purchase agreement).
- F. **Exceptions** –Any exceptions beyond 12 months must be approved by the City Council. Any hiring of a department head not living within the City limits and who is unable or unwilling to obtain residency requires approval by the City Council following the request of the City Manager.
- G. **Enforcement** – An accurate address of an employee’s residing domicile shall be kept by the Human Resources Manager and can only be changed through a Personnel Action Form submitted by the employee. Employees may not use addresses within the City limits or 8c School District which are only kept for purposes of compliance and do not serve as the primary residence of the employee.
- H. **Proof of Residency** – All employees with whom residency is required must have a current Oregon drivers license on file with the City of Ontario. If an employee is unable to obtain an Oregon drivers license for any reason, they must notify the City Manager and provide an explanation.



**AGENDA REPORT
OLD BUSINESS**
December 14, 2021

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2021-139: UPDATE ON AIRPORT CONSTRUCTION POWER /
AIRPORT POWER LINES**

DATE: December 4, 2021

PROPOSED MOTION:

- 1). I MOVE THE CITY COUNCIL APPROVE THE PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$65,000 FOR THE CONSTRUCTION OF POWER LINES TO THE TWO HANGER PAD AREAS AS SHOWN ON ATTACHMENTS 1 AND 2 OF THIS REPORT.**
- 2). I MOVE THE CITY COUNCIL APPROVE THE RECAPTURE OF THE COST OF INSTALLING THE MAIN POWERLINES TO THE TWO HANGER PAD AREAS AT ONE-HALF THE COST OF THE INSTALLATION AT A PROPORTIONAL RATE PER BUILDING PAD FOR THE 19 BUILDING PADS.**
- 3). I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2021-139: A RESOLUTION TO APPROPRIATE NECESSARY FUNDING FOR AIRPORT POWER LINES.**

SUMMARY:

Staff is requesting the City Council approve a project cost of not to exceed \$65,000 for the construction of power lines to the approved hanger pad areas where the city has approved 12 new hanger leases.

BACKGROUND:

In the past several years, the city received grants to improve and construct new taxiways providing for new hanger pad areas to be leased by private individuals for the construction of private and commercial hangers.

In 2020, the City Council approved funding for installing sanitary sewer on the commercial pad area shown in Attachment 2 of this report to help spur development of the pad area.

In 2021, the City Council approved a budget to provide the engineering for sewer and water lines to the hanger pad area shown in Attachment 1 of this report, as well as other areas of the airport to help spur development at the airport.

During the building permit process of approving the 12 new hanger leases, it was discovered that there was no power available at the hanger pad sites to provide for construction of the hangers. The ability of individual leasees to pay the full cost of constructing the power lines to the pad area is more than they can justify paying for.

CURRENT SITUATION:

City staff contacted Idaho Power to determine what the cost would be to provide power to the hanger pad areas shown on Attachments 1 and 2, who provided an estimated cost of approximately \$15,000.00 per site (Attachment 3), depending on what is determined in the design of the lines. Idaho Power will develop more accurate costs once a work order is signed so they can start the design.

Staff feels it is beneficial to the city to pay the cost of getting power to the pad area in an effort to keep the individual's costs down, where they would pay only the cost of power lines needed for their individual hanger. As shown in the email correspondence with Idaho Power (Attachment 3), if these lines were installed by the developers, they would only be able to get paid back from their investment from the next three to four users and the rest of the pad developers would not have to pay anything for the main lines.

It would be up to the City Council if they choose to pay the cost of the main lines and either waive any recapture fees, or the Council could choose to pay for the cost of the lines and then add a proportional cost back to each pad site during the building permit time.

At the City Council meeting on November 23, 2021, the City Council approved the construction of the powerlines at a not to exceed price of \$32,000 and to recapture this cost at a proportional rate per pad site per site location at the time the building permits are issued for each building pad. Following the meeting, the Community Development Director contacted Idaho Power and requested they proceed with designing the project and provide the work order required to fund the project.

On December 2, 2021, the Community Development Director received the required work order (Attachment 1) in the amount of \$39,992.00 for the NE Hanger Pad area.

Dan Cummings responded to the email with concerns as it was his understanding that the cost was going to be \$15,000.00 per site, for a total cost of \$30,000 (requested a NTE of \$32,000 for safety). As evidenced by Attachment 2, there was a misunderstanding in the quote. Idaho Power meant \$15,000.00 per site and three sites (counting two sites in the NE hanger area), which would have been an estimated total of \$45,000.00. Also, as shown in Attachment 2, Idaho Power is stating the cost came in much higher than originally estimated, but they can only charge the cost for construction and there is no profit involved in the price quote. Mr. Cummings sincerely apologizes to the Council for this misunderstanding, as he did not mean to mislead the Council about the cost of construction.

Based on the new estimated construction cost, the prorated cost per building pad (13 pads) in the NE Hanger area (Attachment 5) would be \$1,738.78 or \$869.39 at one-half recapture. Estimating the \$25,000 construction cost for Site 2 (Attachment 5), the per pad (6 pads) cost

would be \$4,166.67 or \$2,083.33 at one-half recapture.

Another option to keep things closer to being fair would be to recapture one-half the total cost of \$65,000 for all 19 hangers, which would be \$1,710.53 per pad.

Each building pad will have additional power costs paid by them to have lines run from the mainlines to their respective hangers.

ANALYSIS:

- A. **STRATEGIC PLAN** Providing the power to the hanger pad sites fits the current city strategic plan to promote growth.
- B. **FINANCIAL** The three hanger pad areas (two locations) would cost approximately \$65,000.00 as estimated by Idaho Power and staff is requesting not to exceed the amount of \$65,000.00. The city received another COVID grant through the Federal Aviation Administration for \$32,000. This can be used for operations of the airport, which would give us extra budget in the Airport Fund. Staff propose to use \$30,000 from savings in the airport wage budget as the Airport Manager position has been vacant since August. The remaining \$3,000 will come from the Minor Airport Improvement budget of \$6,508. Attached is a resolution for consideration.
- C. **TIMING** This action needs action, so staff knows how to proceed with issuing building permits for the hangers.
- D. **POLICY/LEGAL** A formal resolution approved by the City Council is required to expend funds per ORS 294.

ALTERNATIVES:

The City Council could choose not to cover the cost for the main power lines and let the individual lease holder figure out how to pay for power to the sites.

RECOMMENDATION:

Staff recommends the City Council approve the budget of not to exceed \$65,000.00 for the construction of power lines to the two hanger pad areas shown on Attachments 4 and 5.

ATTACHMENTS:

- 1. Attachment 1 update IPCO COST QUOTE
- 2. Attachment 2 UPdated cost misunderstanding
- 3. Attachment 3 Resolution #2021-139
- 4. Attachment 4_HANGERS NE (1) (1)
- 5. Attachment 5_HANGERS NE (2)



Idaho Power Company
Service Request

ATTACHMENT 1

Page: 1

Date: 12/2/2021

Service Request Number: 00480025

CITY OF ONTARIO- POWER TO HANGARS- 581 SW 33RD ST, ONTARIO

Work Order Number:	27593107	Eng Hours:	00013
Request Type:	CS	Eng Fee Amount(Att98):	1,027.00
Rate Sch.:	7	Eng Fee Amount(Att16):	
Reply By:		Eng Fee Service Agreement No:	
		Eng Fee Service Agreement Date:	
		Customer No:	
Feeder:	CARO11M		
Service Location:	581 SW 33RD ST ONTARIO, OR 97914		
Required in Service Date:	10/6/2021		
Planning Center/Team:	OREGON		

Contact Detail:

CUST CITY OF ONTARIO, DAN CUMMINGS 444 SW 4TH STREET, ONTARIO OR 97914	541-881-3222
IPCO RORY CALDWELL 1550 SOUTH MAIN STREET, PAYETTE ID 83661	(208) 642-6226
PYMT CITY OF ONTARIO, DAN CUMMINGS 444 SW 4TH STREET, ONTARIO OR 97914	541-881-3222
RFND CITY OF ONTARIO, DAN CUMMINGS 444 SW 4TH STREET, ONTARIO OR 97914	541-881-3222

Attribute Information

RES/COM

Service Voltage	120/240	No. Of Meters	23
Number of Phases	1	Meter Location	
KW Motor Load:		Ct Loc	
Largest Motor		Primary OH/UG	UG
1 Phase KW Demand	125	Service OH/UG	UG
3 Phase KW Demand		Srv Owner	IPCO
Vested Int. Connected Load	138	Panel Amp Size	200
Commercial Deposit Amount		Service Pole Riser	
SIC Number			

Description

UNDERGROUND PRIMARY LINE EXTENSION TO SERVE AIRPORT HANGARS

Any changes to the project including but not limited to increases in load, timing of load schedule, location of service, and requested voltage may result in additional charges and/or delay of service. It is necessary to communicate changes as soon as possible.

Client Signature

Date

Idaho Power Representative Signature

Date

12/2/21



CUSTOMER COST QUOTE OREGON

Customer or Project Name: CITY OF ONTARIO- POWER TO HANGARS- 581 SW 33RD ST, ONTARIO

Construction Costs

Line Installation Costs

1. Line Installation/Upgrade Charge	\$29,713
2. Customer Credits (Betterment, Metering, Salvage)	\$(302)
3. Customer Performed Construction Work Credit	\$0

4. Net Line Installation Cost \$29,411

Unusual Conditions

5. Unusual Conditions	\$5,688
6. Unusual Conditions Bank Letter of Credit (Only for over \$10,000)	\$0

7. Net Unusual Conditions \$5,688

Terminal Facilities Costs

8. Terminal Facilities	\$8,334
9. Terminal Facilities Allowances	\$(4,524)
10. Terminal Facilities Salvage	\$0

11. Net Terminal Facilities Cost \$3,810

12. Underground Service and Attachment Charges \$0

13. Engineering Charge \$1,027

14. Permits \$0

15. Relocation or Removal \$56

16. Miscellaneous Charges/Adjustments \$0

17. Net Construction Costs (Line Items 4, 7, 11, 12, 13, 14, 15, 16) \$39,992

18. Prepaid Charges (Engineering, Permits & Right-of-Way) \$0

19. Vested Interest Charge \$0

20. Customer Payment Due Prior to Construction Scheduling \$39,992

This cost may not include all construction costs, see page 3 if additional service charges apply.

Notes:

Notice: This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of 60 days from the quoted date indicated below, subject to changes in information provided by the Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission ("IPUC") and the Public Utility Commission of Oregon ("OPUC"). Customer must make payment of the quoted amount not less than (30) days prior to the start of the construction work set forth in this agreement ("Work"). However, Idaho Power does not represent or warrant that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.

Internal use				Page 1 of 3
Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:
00480025		27593107	0000154335	002

By Initialing below, Customer acknowledges and agrees to the following:

W/A
Customer
initials

Charges for relocation, transfer or removal of non-Idaho Power equipment attached to Idaho Power facilities are not included in this Customer Cost Quote. It is the Customer's responsibility to coordinate this work with the affected utility. All charges associated with this work are the responsibility of the Customer. For utility contact information, please call 208-388-2886.

Customer
initials

The Customer has received the Underground Residential Conduit Installation brochure/packet or will access the information available online at <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/UGResConduitInstall.pdf>

Customer
initials

Final Grade: Customer understands that as of _____ the above-named project will be ready for facilities to be installed by Idaho Power. All roadways and cable routes must have all grading and sub grading completed by this date. The project must be properly referenced and have grade stakes installed at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths Idaho Power facilities. The Customer will be responsible for the total cost of damage to Idaho Power facilities resulting from any subsequent changes in property, any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground equipment, below-ground equipment, cable, or conduit.

Customer
initials

Unusual Conditions: As defined in Idaho Power's line installation tariff, Rule H, Unusual Conditions are construction conditions not normally encountered, but which Idaho Power may encounter during construction which impose additional, project-specific costs. These conditions include, but are not limited to: frost, landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging/trenching, boring, nonstandard facilities or construction practices, and other than available voltage requirements. The total cost for all Unusual Conditions, in connection with the work as set forth on this Customer Cost Quote will be based on the actual costs incurred by Idaho Power related to the conditions encountered during performance of the Work. Upon completion of all Work, Idaho Power will refund to Customer any Unusual Conditions amount set forth on this Customer Cost Quote sheet but, not incurred by Idaho Power.

Prior to commencement of the work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgement and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's failure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or willful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.

Internal use				Page 2 of 3
Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:
00480025		27593107	0000154335	002

The Customer acknowledges Idaho Power's Rule C (Service and Limitations), Section 7 (Right of Way) on file with the IPUC OPUC: "The Customer shall, without cost to Idaho Power, grant Idaho Power a right-of-way for Idaho Power's lines and apparatus across and upon the property owned or controlled by the Customer, necessary or incidental to the supplying of Electric Service and shall permit access thereto by Idaho Power's employees at all reasonable hours." By signing this Customer Cost Quote, Customer grants to Idaho Power a perpetual right-of-way over the Customer's property for the installation, operation, replacement and maintenance of power facilities to provide electrical service to the Customer and any future owners of the Customer's property.

Construction Costs available for refund

(Vested Interest limited to 5 years or 4 additional applicants)

\$0

Customer Payment Due Prior to Scheduling Construction

\$39,992

Underground Service Attachment Charges to be billed separately

Customer
initials

The Customer understands that Underground Service Attachment Charges will be billed separately on the first month's power bill after service installation has been completed. In addition, the Customer has reviewed and acknowledges their responsibility for these costs. Idaho and Oregon cost information are available online at:

ID: <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/IdahoCostInfo.pdf>

OR: <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/OregonCostInfo.pdf>

Please sign and return all relevant forms along with the amount stated on the Customer Cost Quote to:

IDAHO POWER COMPANY
1550 South Main Street
Payette, ID 83661

Customer Signature

Date

Idaho Power Representative

Quote Date

12/2/21

Internal use				Page 3 of 3
Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:
00480025		27593107	0000154335	002

I-1-#4 ACSR-P DR4
I-1-#4 ACSR SN DR4

No Avian Protection Restriction

	POINT NUMBER	POLE NUMBER
Dragon Pole #	2	

Lat: 44.024314
Lon: -117.009600
GISO# 586648

SW 4TH AVE

75 B

25 A

15 A

UNDERGROUND CABLE NOTES

POINT NUMBER	FROM	TO	CONDUCTOR CU	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT CU	CONDUIT SIZE	CONDUIT LENGTH	BORE LENGTH
3	F95	OA27	DCP10	1/0-C	430	380	DDB2	2	380	-
4	OA27	OA27A1	D3SC40	4/0TxS	180	165	DDB3S	3	165	-
5	OA27	OA27A2	D3SC40	4/0TxS	175	160	DDB3S	3	160	-
6	OA27	OA28	DCP10	1/0-C	105	0	DDB2	2	0	90
7	OA28	OA28A1	D3SC40	4/0TxS	130	115	DDB3S	3	115	-
8	OA28	OA28A2	D3SC40	4/0TxS	170	155	DDB3S	3	155	-
9	OA28	OA28A3	D3SC40	4/0TxS	170	60	DDB3S	3	155	-
10	OA28	OA28A4	D3SC40	4/0TxS	125	110	DDB3S	3	110	-



BEECHCRAFT

BORE UNDER TAXIWAY
EXTRA CONDUIT & 90' INCLUDED
IF BORE IS DONE AT 90' TO TAXIWAY



CESSNA

SEE NOTES ON PAGE 2

THIS WORK ORDER DOES NOT INCLUDE YOUR UNDERGROUND SERVICE CHARGES. YOUR ACCOUNT WILL BE BILLED SEPARATELY ACCORDING TO THE "UNDERGROUND RESIDENTIAL CONDUIT INSTALLATION REQUIREMENTS" ONCE THE SERVICE WORK HAS BEEN COMPLETED.



Job Title: CITY OF ONTARIO- POWER TO HANGARS- 581 SW 33RD ST, ONTARIO		Customer:	Date:
Additional Description: OH AND UG PRIMARY LINE EXTENSION TO SERVE 10 AIRPLANE HANGARS			
Additional Description: AND 13 MORE ACROSS TAXIWAY		SWPP: ----	
Feeder Map File Name: ONTO1901		Surveyed or GPS: NONE	FDR By: ----
Qua 6		Joint Use Attachment: NO	Date: ----
Twn 18S		Pre-Built Date: ----	ArcFM By: ----
Rng 47E		Built as Designed: ----	Date: ----
Sec 07		Construction Date: ----	
Mer WM		Operating Voltage: 7.2kV	
State OR			
County Malheur			
		Designer: RPC1977	
		Design No: 0000154335	
		Work Order No: 27593107	

CREW NOTES: PT. 1, INSTALL LIGHTWEIGHT DEAD ENDS ON EX. POLE
 PT. 2, INSTALL 45C4 POLE, 2" PRIMARY RISER, 100' OF 4ACSR OH WIRE
 PT. 3, INSTALL 50KVA PDMT XFMR, 430' OF 1/0 PRI. CABLE, 380' OF TRENCH
 4-2" SERVICE STUBS, 2-3" SECONDARY STUBS
 PT. 4, INSTALL 17"x30" JBOX, 180' OF 4/0TX CABLE, 165' OF 3" CONDUIT,
 3-2" SERVICE STUBS
 PT. 5, INSTALL 17"x30" JBOX, 175' OF 4/0TX CABLE, 160' OF 3" CONDUIT,
 3-2" SERVICE STUBS
 PT. 6, INSTALL 75KVA 120/240 PDMT XFMR, BORE 2" CONDUIT UNDER TAXIWAY,
 2-2" SERVICE STUBS, 4-3" SECONDARY 90'S, 105' OF 1/0 PRI CABLE
 PT. 7, INSTALL 17"x30" JBOX, 130' OF 4/0TX CABLE, 115' OF 3" CONDUIT,
 2-2" SERVICE STUBS
 PT. 8, INSTALL 17"x30" JBOX, 170' OF 4/0TX CABLE, 155' OF 3" CONDUIT,
 3-2" SERVICE STUBS
 PT. 9, INSTALL 17"x30" JBOX, 170' OF 4/0TX CABLE, 60' OF TRENCH, 155'
 OF 3" CONDUIT, 3-2" SERVICE STUBS
 PT. 10, INSTALL 17"x30" JBOX, 125' OF 4/0TX CABLE, 110' OF CONDUIT,
 3-2" SERVICE STUBS

CUST: CITY OF ONTARIO AIRPORT, DAN CUMMINGS 541-881-3222
 IPCO: RORY CALDWELL, 208-642-6226

THIS WORK ORDER DOES NOT INCLUDE YOUR UNDERGROUND SERVICE CHARGES. YOUR ACCOUNT WILL BE BILLED SEPARATELY ACCORDING TO THE "UNDERGROUND RESIDENTIAL CONDUIT INSTALLATION REQUIREMENTS" ONCE THE SERVICE WORK HAS BEEN COMPLETED.

No Avian Protection Restriction



TIME SCALE

Customer:

Date:

Job Title:
CITY OF ONTARIO- POWER TO HANGARS- 581 SW 33RD ST, ONTARIO

Additional Description:
OH AND UG PRIMARY LINE EXTENSION TO SERVE 10 AIRPLANE HANGARS

Additional Description:
AND 13 MORE ACROSS TAXIWAY

SWPP: ----

Feeder Map File Name: **ONTO1901**

Surveyed or GPS: **NONE**
 Joint Use Attachment: **NO**

FDR By: ----

Designer: **RPC1977**

Pre-Built Date: ----

Date: ----

Design No: **0000154335**

Built as Designed: ----

ArcFM By: ----

Work Order No: **27593107**

Construction Date: ----
 Operating Voltage: **7.2kV**

Date: ----

Qua
6

Twn
18S

Rng
47E

Sec
07

Mer
WM

State
OR

County
Malheur

Dan Cummings

From: Caldwell, Rory <RCaldwell@idahopower.com>
Sent: Friday, December 3, 2021 10:17 AM
To: Dan Cummings; Adam Brown
Cc: Tori Barnett
Subject: RE: IPCO COST QUOTE FOR ONTARIO AIRPORT
Attachments: image001.png

Morning, it appears that there is some confusion. In the email where i estimated costs, i was figuring -15K per site, with Heap being one site, 33rd being one site and the 3rd location. I realize this is more than I estimated, I cannot get an actual cost until I do a cost quote and right now, the UG cable prices continue to rise. We are mandated to charge only what construction costs are, we dont make profits on construction costs.

I ran it through our estimation tool and used those costs. You may get money back on Unusual Conditions, i have to charge what our Bore Estimate is and if it comes in less then we refund the money to you.

Another option to reduce costs is having the Jacobs Crews do the UG trenching and I will credit you back for the trenching costs. The quote is good for 60 days. Let me know how you want to proceed.

Thanks,

Rory

Sent with BlackBerry Work (www.blackberry.com) _____
From: Dan Cummings <dan.cummings@ontariooregon.org>
Sent: Dec 3, 2021 9:35 AM
To: "Caldwell, Rory" <RCaldwell@idahopower.com>; Adam Brown <adam.brown@ontariooregon.org>
Cc: Tori Barnett <tori.barnett@ontariooregon.org>
Subject: [EXTERNAL]RE: IPCO COST QUOTE FOR ONTARIO AIRPORT

KEEP IDAHO POWER SECURE! External emails may request information or contain malicious links or attachments. Verify the sender before proceeding, and check for additional warning messages below.

Rory,
I am in total shock at your price as per your email you gave me an estimate of approximately \$17,000 per site which was a total of \$34,000 for both sites this is the approximate amount I got approved by City Council and now you are saying it will cost almost \$40,000 for just the one site that \$23,000 over your original estimate for the one site. There is no way we can authorize this work order without going back to City Council and try and explain what the huge difference in cost is from over the original estimate. Can you explain why the hugh cost difference for me please:

Morning, I ran some estimates for you on power costs to the two hangar sites at the airport. You are looking at approximately \$15,000 for each site depending upon what is involved. The BLM Site/Heap area, is more involved and hopefully we can locate the sleeves under the taxiways. The other site is expensive also because I figured having the UG Bored under the taxiways and roadway. We also have to dig up the 3 phase line serving the office and tap into it and according to our records, it's not in conduit which adds some more time and labor.

Also, the City will be Vested in these as they are line extensions with Transformers. So the way it would work is that Alex Heap or anyone else within 5 Yrs or 4 applicants would have to pay the City back a portion of their costs unless the city puts the meters in their name or they choose to waive the vesting charges.
Let me know what you want to do. Thanks

Rory Caldwell
DISTRIBUTION DESIGNER
Idaho Power | Customer Operations
1550 S Main St | Payette, Idaho | 83661
Office 208-642-6226
rcaldwell@idahopower.com<mailto:rcaldwell@idahopower.com>

Dan Cummings, PLS
Community Development Director
(541) 881-3222
[cid:image001.png@01D7E829.1C5A1D90]

From: Caldwell, Rory <RCaldwell@idahopower.com>
Sent: Thursday, December 02, 2021 5:48 PM
To: Dan Cummings <dan.cummings@ontariooregon.org>; Adam Brown <adam.brown@ontariooregon.org>
Cc: Tori Barnett <tori.barnett@ontariooregon.org>
Subject: IPCO COST QUOTE FOR ONTARIO AIRPORT

Dan, Tori and Adam, Attached is the Cost Quote paperwork to supply power to 23 Airport Hangars on the Eastside of the Airport. This does not include the UG Services. They will be billed as hangars are built and Meters are installed to each building. Please sign all paperwork and return with payment.

Let me know if you have any questions, thanks.

Rory Caldwell
DISTRIBUTION DESIGNER
Idaho Power | Customer Operations
1550 S Main St | Payette, Idaho | 83661
Office 208-642-6226
rcaldwell@idahopower.com<mailto:rcaldwell@idahopower.com>

IDAHO POWER LEGAL DISCLAIMER

This transmission may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. If you received this transmission in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format. Thank you.



RESOLUTION #2021-139

A RESOLUTION TO APPROPRIATE NECESSARY FUNDING FOR AIRPORT POWER LINES

- WHEREAS,** The City received building permits for 12 new airport hangars, and it was discovered that there was no power available at the hangar pad sites; **and**
- WHEREAS,** The City agreed to pay for the initial cost of getting the power to the hangar pad area; **and**
- WHEREAS,** The City also received \$32,000 in CARES Act Funding to be used for operational costs; **and**
- WHEREAS,** The City desires to modify the 2021-2022 budget in order to pay the necessary expenditures.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the following adjustment to the fiscal year 2021-2022 budget:

Line Item	Item Description	FY 21-22 Budget	Amount of Change	Adjusted Budget
AIRPORT FUND				
120-006-511000	Wages & Salaries	\$62,432	(\$30,000)	\$32,432
120-000-441451	Cares Act Funding	\$13,000	\$32,000	\$45,000
120-006-619000	Minor Airport Improvements	\$6,508	(\$3,000)	\$3,508
120-006-712109	Airport Power Poles	\$ -	\$65,000	\$65,000

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 14th day of December 2021, by the following vote:

AYES:

NAYES:

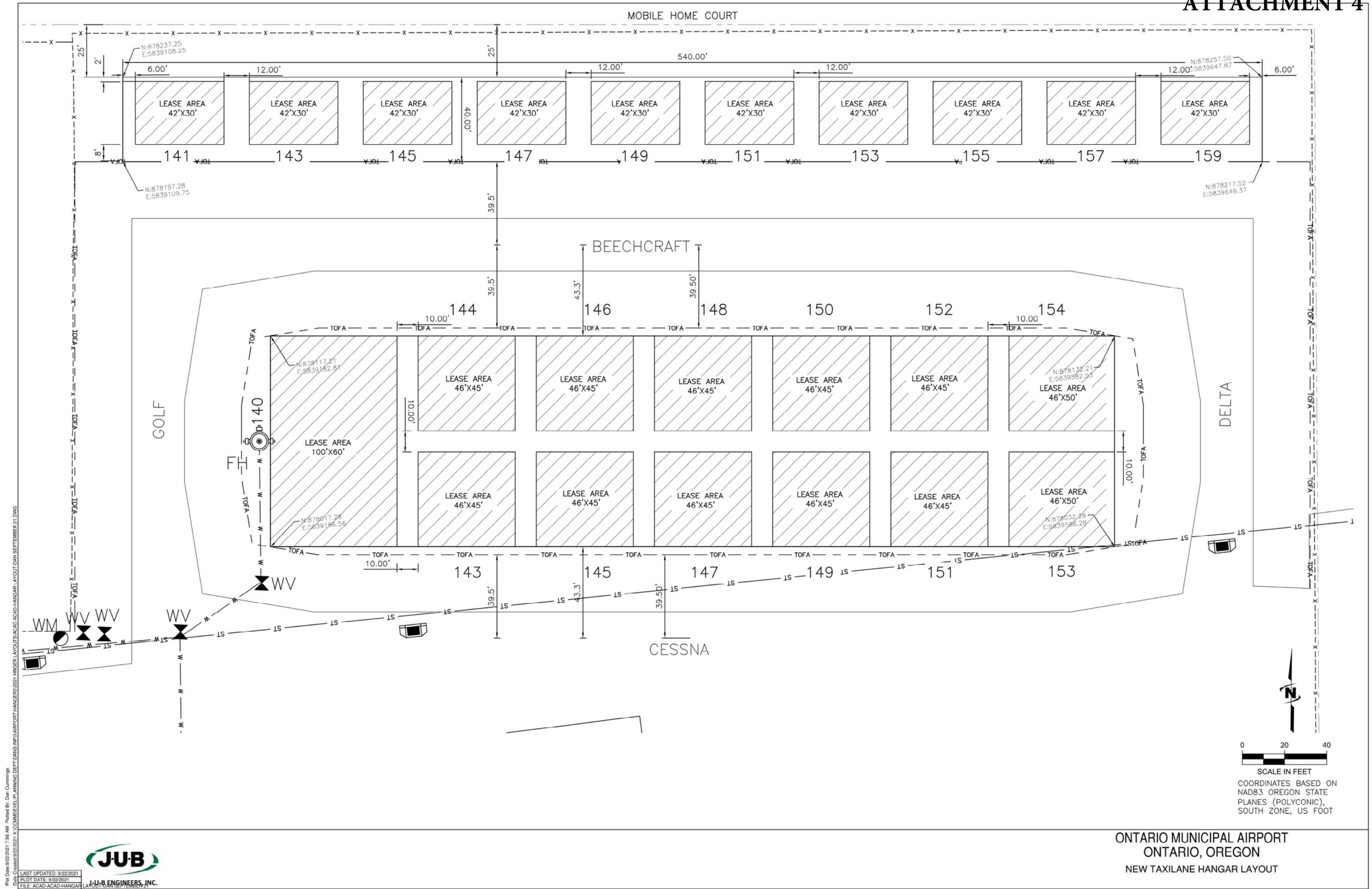
ABSENT:

APPROVED by the Mayor this 14th day of December, 2021.

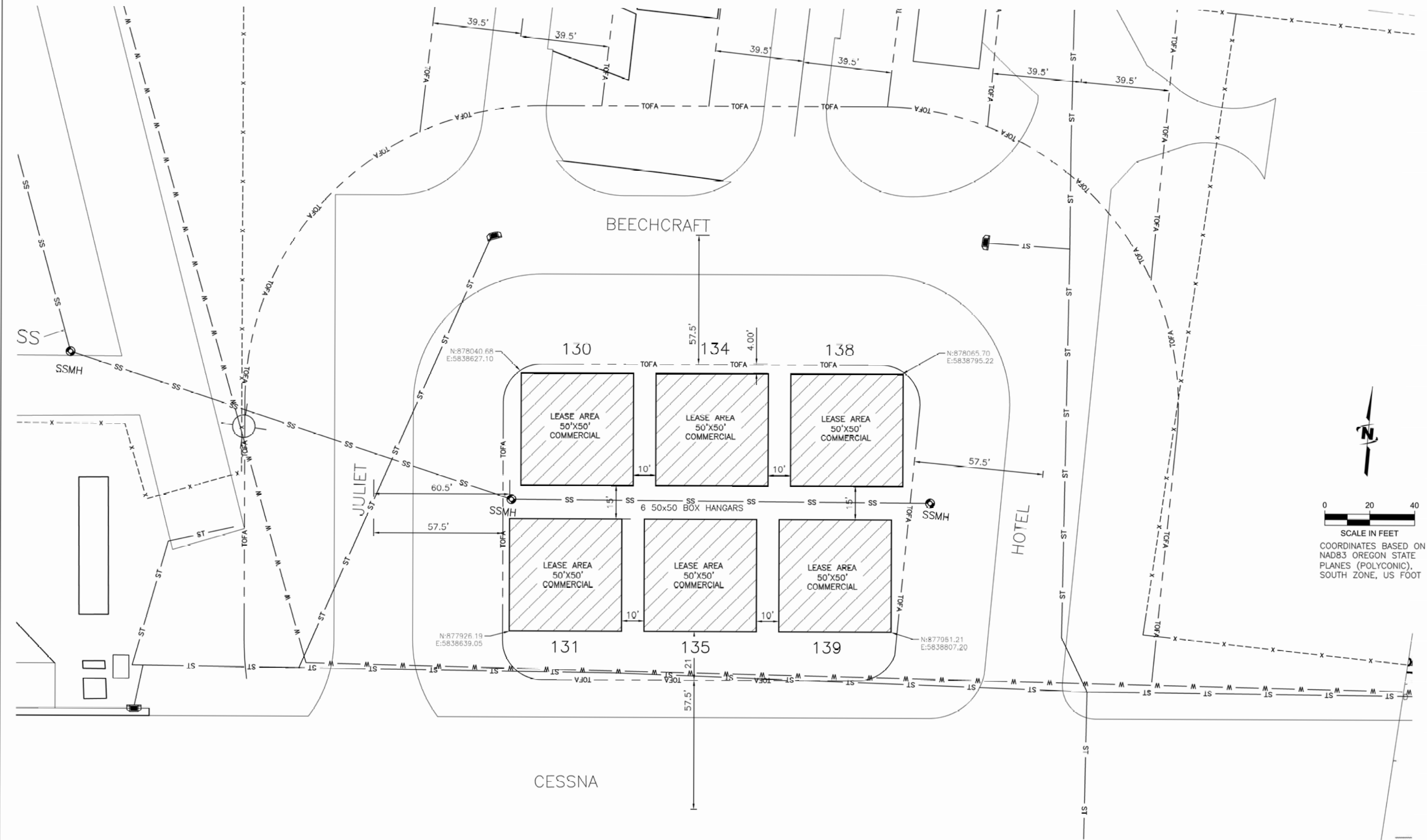
Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



Plot Date: 10/7/2021 2:13 PM, Plotted By: Dan Cummings
Data Created: 10/7/2021 1:00 PM, Project: JUB-ACAD-ACAD-HANGAR LAYOUT.DWG
User: JUB-ACAD-ACAD-HANGAR LAYOUT.DWG, Project: JUB-ACAD-ACAD-HANGAR LAYOUT.DWG





**AGENDA REPORT
OLD BUSINESS
December 14, 2021**

To: Mayor and City Council

FROM: Larry Sullivan, City Attorney

THROUGH: Adam J. Brown, City Manager

SUBJECT: **CHARTER AMENDMENTS: CHARTER REVIEW AD HOC COMMITTEE PROPOSAL**

DATE: December 8, 2021

PROPOSED MOTION:

I MOVE THAT THE CITY COUNCIL ACCEPT THE BALLOT LANGUAGE AND AMENDMENTS AS PRESENTED BY THE CITY ATTORNEY IN CONFORMANCE WITH THE CHARTER AD HOC REVIEW COMMITTEE AND CITY COUNCIL RECOMMENDATIONS TO BE SUBMITTED TO THE COUNTY FOR VOTE BY THE ELECTORATE AT THE NEXT GENERAL ELECTION IN MAY 2022.

SUMMARY:

The Charter Review Committee met in the spring of 2021 and recommended proposals for charter amendments to the City Council. The City Council reviewed the recommendations, made some modifications and requested that the language be prepared to be placed on the ballot for consideration by the voters of Ontario.

BACKGROUND:

A recommendation by Councillor Ken Hart was made to create an Ad Hoc Charter Review Committee. The City Council formed the review committee and they carried out their purpose of recommending changes to the Ontario City Council in June of 2021. The Ontario City Council discussed the recommendations of the Ad Hoc Committee and made minor adjustments. The City Attorney was requested to draft the proposed language which was reviewed by the Council again in August of 2021.

CURRENT SITUATION:

The City Attorney has submitted specific language to be submitted to the Malheur County Clerk upon approval by the Ontario City Council that would implement the recommended changes.. The ballot language is attached and the exact wording changes of the charter are attached in strike out mode.

ANALYSIS:

- A. **STRATEGIC PLAN** This action has no strategic plan impact.

- B. **FINANCIAL** The May 2022 ballot is a general election which means the city will share no cost in having the item voted upon by the Ontario electorate.
- C. **TIMING** Submission to the County Clerk now would meet the deadlines imposed by the state and county to get the item on the agenda for the May election.
- D. **POLICY/LEGAL** The Ontario City Council must approve the wording of the ballot language. The language can be challenged by the citizenry through legally adopted means.

ALTERNATIVES:

Take No Action: If the council does not authorize the changes to go on the ballot, the issue can not go on the election unless it is by referral by the voters to the voters.

RECOMMENDATION:

Staff recommends that the Ontario City Council approve the recommended language presented by the City Attorney to amend the charter.

ATTACHMENTS:

1. Ballot Measure Draft1
2. Ontario 2021 1117 Charter
3. Resolution for New Charter Referral 2022-12.12.2021 Draft
4. SEL802 re updated 2022 Charter

CITY OF ONTARIO
BALLOT MEASURE _____
MAY 17, 2022 PRIMARY ELECTION

CAPTION: ADOPTS REVISED 2022 CHARTER FOR ONTARIO CITY GOVERNMENT

QUESTION: Shall the city of Ontario adopt a new charter to replace its current charter?

SUMMARY: [168 words, may not exceed 175 words]

This measure would establish a revised charter for the city. Here is a summary of changes from the 1985 charter:

Section 1.1. changes the title to the “Ontario Charter of 2022”.

Section 3.8 allows majority of Council to take away Council President’s authority (does not affect Mayor).

Section 4.2 changes wording for Council appointment of temporary (pro tem) City Manager, and allows the pro tem to appoint and remove employees with Council permission.

Section 5.2 changes the procedure and duties of municipal judge.

Section 5.3 allows Council to appoint, remove temporary municipal judges.

New Section 5.5 allows Council to hire city attorney.

Section 6.5 allows Council to remove any councilor who resides outside the city limits.

New Section 10.5 requires any Council proposal to impose a general sales tax to be referred to the voters.

New Section 10.6 requires 2/3 Council majority to approve any other fee increases.

New Section 10.7 requires that every ten years Council must appoint a charter committee to make recommendations for charter changes.

CHARTER OF THE CITY OF ONTARIO

2022 ONTARIO CITY CHARTER

Chapter I - INTRODUCTORY PROVISIONS

Section 1.1 - Title.

This enactment shall be referred to as the Ontario Charter of ~~1985~~2022.

Section 1.2 - Corporate Name of City.

The municipality of Ontario, Malheur County, Oregon, shall continue to be a municipal corporation with the name "CITY OF ONTARIO."

Section 1.3 - Boundaries.

The City shall include all territory encompassed by its boundaries as they now exist or hereafter are modified pursuant to law. The custodian of City records shall keep an accurate, up-to-date description of the boundaries and make copies of this Charter and the boundary descriptions available for public inspection.

Chapter II - POWERS

Section 2.1 - Vesting, Grant and Construction of Powers.

(1) Except as this Charter provides to the contrary, all power of the City is vested in the Council, the representative legislative body of the City.

(2) The City has all powers that the constitution or laws of the United States or of this state expressly or impliedly grant or allow cities, as fully as if this Charter specifically stated each of those powers.

(3) In this Charter no mention of a particular power may be construed to be exclusive or to restrict the scope of the powers that the City would have if the particular power were not mentioned. The Charter shall be liberally construed to the end that the City have all powers necessary or convenient for the conduct of its affairs, including all powers that cities may assume under state laws or the provisions of the state constitution regarding municipal home rule.

Chapter III - CITY COUNCIL AND MAYOR

Section 3.1 - Council: Membership.

The Council of the City shall be composed of a mayor and six councilors elected from the City at large.

Section 3.2 Council: Election. - All elections for purposes of electing a mayor and/or councilors shall be conducted on a non-partisan basis. Each councilor shall be elected for four years and shall hold office until a qualified successor is elected or appointed. The first election of councilors shall take place in 1986 at which time an election will be held to fill the vacancies of the three existing councilors whose terms will expire December 31, 1986. At each subsequent biennial general election, three councilors shall be elected, each for a term of four years.

Section 3.3 - Mayor: Election.

At the biennial general election held in 1986 and every fourth year thereafter a mayor shall be elected for a term of four years. The term of office of the mayor incumbent at the time this Charter is adopted shall continue until the beginning of 1987.

Section 3.4 - Council: Meetings.

The Council shall prescribe times and places for its meetings. It shall meet regularly at least once each month. At a meeting it may adjourn to the next succeeding regular meeting or to some specified time prior thereto. The mayor or a majority of the councilors may call special meetings of the Council in accordance with the laws of the State of Oregon.

Section 3.5 - Council: Quorum.

A majority of the councilors constitute a quorum for the transaction of Council business, except that a lesser number may meet and compel the attendance of absent members. A quorum may also compel the attendance of absent members. The mayor shall be deemed a councilor for the purpose of constituting a quorum.

Section 3.6 - Council: Record of Proceedings.

The Council shall keep a record of its proceedings. Except where exempted by state law, the Council's deliberations and proceedings shall be public and its records available for inspection during business hours.

Section 3.7 - Mayor: Functions.

The mayor shall preside at Council meetings and shall have a vote on all matters before the Council. The mayor shall have authority to enforce the rules of the Council and determine the order of business under those rules. The mayor shall appoint the Council committees provided by the rules of the Council. The mayor shall have no veto power and shall sign all ordinances passed by the Council. The mayor shall function as councilor unless specifically designated otherwise within the sections referencing "mayor."

Section 3.8 - Council: President.

At the first meeting of the Council each odd-numbered year or as soon thereafter as practical, the Council shall choose one of its members to preside over the Council and perform the duties of mayor in the absence of the mayor from the City or in case of the mayor's inability to act as such. In functioning as mayor while the mayor is absent from the City on leave granted by the Council or after the mayor is absent from the City for 30 days or physically unable to function as mayor for 30 days, the president of the Council has the legal powers, and is subject to the legal limitations of the mayor. By majority vote, the Council may remove the Council President as President and appoint another.

Section 3.9 - Council: Vote Required.

Except as this Charter otherwise provides, a concurrence of a majority of the members of the Council (including the mayor) present at a Council meeting shall be necessary to decide any question before the Council.

Section 3.10 - Conflict of Interest.

No councilor or mayor may vote upon any contract, the expenses of which are to be paid by the City or upon any subject in which pecuniarily interested, and shall declare publicly the conflict of interest.

Section 3.11 - Council and Mayor: Immunity.

No councilor or mayor may be held liable, or questioned in any other place, for words uttered in any meeting of the Council, its subcommittees, commissions and boards.

Chapter IV - CITY MANAGER

Section 4.1 - City Manager: Appointment and Qualifications.

The Council shall appoint a city manager for an indefinite term who shall hold office during the pleasure of the Council and may be removed at any time with or without cause by two-thirds a majority vote of the entire Council. The city manager shall be chosen without regard to political considerations and solely on the basis of executive and administrative qualifications. The city manager need not be a resident of the City or state at the time of appointment, but promptly thereafter shall become and remain a resident of the City while in office. No councilor nor mayor may be appointed city manager until one year after the expiration of his or her service in the office of councilor or mayor.

Section 4.2 - City Manager: Vacancy.

~~If~~When the ~~office of city manager is temporarily disabled from acting as manager or when the office of the~~ manager becomes vacant ~~or if the city manager is absent from the City or disabled,~~ the ~~Council may designate a city~~ Council must appoint a manager pro tem. The city manager pro tem ~~shall perform~~has the authority and duties of city manager ~~but may appoint or dismiss a department head only with a two-thirds vote of the entire Council. The term of office of~~

~~the city manager, except that a pro tem ends when the city manager returns to the City or takes office may appoint or remove employees only with Council approval.~~

Section 4.3 - City Manager: Powers and Duties.

The city manager shall be the chief administrative officer of the City government and shall be responsible to the Council for the proper performance of his or her duties. The city manager shall:

- (a) Attend all meetings of the Council unless excused by the Council or the mayor.
- (b) Keep the Council advised of the affairs and needs of the City.
- (c) Make annual reports, or more frequently if requested by the Council, about the affairs and departments of the City.
- (d) See that all ordinances are duly enforced.
- (e) See that all franchises, leases, contracts, permits and privileges granted by the City are observed.
- (f) For all employees except department heads, the city manager shall have sole authority to make hiring and firing decisions. As to department heads, the Council shall have the sole authority to make the final hiring decision.
- (g) Generally supervise and control appointive officers and employees in their work.
- (h) Organize and, as necessary, disband and reorganize the various City departments, investigate the affairs of the City or any departments thereof.
- (i) Prepare the annual budget for transmittal to the Council.
- (j) Supervise the operation of all City-owned public utilities and city~~City~~-owned property.
- (k) Perform ~~such~~ other duties as directed by the ~~Council directs~~Council, not inconsistent with the City Charter, City Law or ordinance.

Section 4.4 - City Manager: Council Meetings.

The city manager and such other officers of the City as the Council designates may sit with the Council but may not vote on questions before the Council. The city manager may take part in all Council discussions, but shall have no control over the Council.

Section 4.5 - City Manager: Interference in Administration.

No member of the Council shall directly or indirectly, by suggestion or otherwise, attempt to coerce the city manager in the ~~making of any appointment or~~ removal of any officer or employee or in the purchase of supplies; or attempt to exact any promise relative to any appointment from any candidate for manager; ~~or discuss directly or indirectly with him the matter of specific appointments to any City office or employment.~~ Nothing in this section shall be construed,

however, as prohibiting the Council while in open session from fully and freely discussing with or suggesting to the city manager anything pertaining to City affairs or the interests of the City.

Chapter V - MUNICIPAL COURT AND JUDGE

Section 5.1 - Municipal Court: Creation and Jurisdiction.

The Council may continue the court known as the municipal court and prescribe the time and place the court shall transact judicial business. The jurisdiction and proceedings of the municipal court are governed by the general laws of the state for justices of the peace and justice courts except as City ordinance prescribes to the contrary. The municipal court has original jurisdiction over all offenses defined and made punishable, and over all actions to recover or enforce forfeitures or penalties defined or authorized, by the ordinances of the City.

Section 5.2 - Municipal Judge: Appointment.

~~The Council~~(1) A majority of the council may appoint ~~and remove~~ a municipal judge ~~and~~. A municipal judge will hold court in the City at such ~~pro-tem judges~~ place as it deems the Council directs. The court will be known as the Municipal Court.

(2) All proceedings of this court will conform to state laws governing justices of the peace and justice courts.

(3) All areas within the City and areas outside the City as permitted by state law are within the territorial jurisdiction of the court.

(4) The Municipal Judge may:

(a) Render judgments and impose sanctions on persons and property;

(b) Order the arrest of anyone accused of an offense against the City;

(c) Commit to jail or admit to bail anyone accused of a City offense;

(d) Issue and compel obedience to subpoenas;

(e) Compel witnesses to appear and testify and jurors to serve for trials before the court;

(f) Penalize contempt of court;

(g) Issue processes necessary to serve for indefinite terms to hold office at the pleasure of the Council and may remove any of them any time, with or without cause, by a majority vote of the entire Council to enforce judgments and orders of the court;

(h) Issue search warrants; and

(i) Perform other judicial and quasi-judicial functions assigned by ordinance.

Section 5.3 - Municipal Judge: Vacancy.

If the office of municipal judge becomes vacant or if the municipal judge is absent from the City or disabled, the City Council may appoint an acting municipal judge. The acting municipal judge shall perform the duties of municipal judge. The term of acting municipal judge shall end when the municipal judge returns to the City or takes office. The Council may appoint and may remove municipal judges pro tem.

Section 5.4 - Municipal Court: Transfer of Powers.

The Council, by majority vote may provide for the transfer of powers and duties of the municipal court to the appropriate court of the State of Oregon.

Section 5.5 – City Attorney.

The office of city attorney is established as the chief legal officer of the City government. A majority of the Council must appoint and may remove the attorney. The attorney may appoint, supervise, and may remove any employees who work in and for the city attorney's office.

Chapter VI - MUNICIPAL OFFICERS AND EMPLOYEES

Section 6.1 - Qualifications.

- (1) No person may hold an elective City office unless a legal elector under the laws and constitution of the state, a resident of the City for one year immediately before being elected or appointed to the office, a resident of the City when nominated, elected or appointed and assuming the office and receiving the highest number of the votes cast for candidates for the office at the election at which the office is to be filled.
- (2) No elective office holder of this City may be employed by the City in a position that is not substantially volunteer in nature. Any question about whether employment is substantially volunteer in nature shall be made by the Council.
- (3) No person may be a nominee for the offices of mayor and councilor at the same election.
- (4) Except as otherwise provided in subsection (2) of this section, the Council is the final judge of the qualifications and election of its own members.

Section 6.2 - Certificate of Election.

Immediately after the votes at a municipal election for filling an elective office have been canvassed, the City officer in charge of administering elections shall issue a certificate of election to each person declared by the canvassers to have been elected at the election. The certificate shall be prima facie evidence of the facts therein stated, but the Council shall be the judge of the election and qualifications of the mayor and councilors, and in case of a contest between two or more persons claiming an elective City office, the Council shall determine the contest.

Section 6.3 - Terms.

The term of City elective offices shall commence on the first day in January following the officer's election.

Section 6.4 - Oath of Office.

Each elective officer, the city manager and municipal judge, before entering upon the duties of office, shall take an oath or affirmation to support the constitution and laws of the United States and of the State of Oregon and to faithfully perform the duties of his or her office.

Section 6.5 - Offices: Vacancies.

(1) An office becomes vacant on the incumbent's:

- (a) Death.
- (b) Adjudicated incompetence.
- (c) Conviction of a crime pertaining to the office, conviction of a felony, or conviction of a crime involving moral turpitude.
- (d) Unlawful destruction of public records.
- (e) Resignation.
- (f) Recall from office.
- (g) Ceasing to possess the qualifications for office.
- (h) Failure, following election or appointment to the office, to qualify for the office within ten days after the time for the term of office to commence.
- (i) Ceasing to reside in the City;
- (j) Violating ~~tion~~ of any provision of this Charter.

(2) The Council shall judge when an office becomes vacant.

(3) Vacant elective City offices shall be filled by appointment by a majority vote of the remaining members of the Council. The appointee's term of office begins immediately on appointment and continues throughout the unexpired term of the predecessor. During the temporary disability of an officer or during an officer's temporary absence from the City for any cause, the office may be filled pro tem in the manner provided for filling vacancies in office.

Section 6.6 - Compensation.

Councilors and the mayor shall be compensated for services in an amount to be fixed by the Council. No increase in the compensation of councilors shall take effect, however, until the first day of the odd-numbered year immediately following the first biennial general election after the increase is ordered.

Chapter VII - ELECTIONS

Section 7.1 - Elections.

City elections, insofar as not governed by this Charter or City ordinances, shall be conducted as prescribed by state law governing popular elections, and shall be conducted on a non-partisan basis.

Section 7.2 - Voter's Qualifications.

No person may vote at a City election who is not a qualified voter of the state and a resident of the City.

Section 7.3 - Nomination.

The Council shall provide by ordinance the mode for nominating elective officers, except that nomination shall be done by petition and such petition shall be signed by no fewer than 20 qualified electors.

Section 7.4 - Commencement of Terms of Office.

The term of office of a person elected to a City office at a regular City election commences at the first Council meeting of the year immediately following the election.

Chapter VIII - ORDINANCES

Section 8.1 - Ordaining Clause.

The ordaining clause of an ordinance shall read: "The City of Ontario ordains as follows:".

Section 8.2 - Passage.

(1) Except as subsections (2) and (3) of this section provide to the contrary, before being put upon its final passage, every ordinance of the Council shall be read fully and distinctly in open Council meeting on two different days.

(2) Except as subsection (3) provides to the contrary, an ordinance may be enacted at a single meeting of the Council by a unanimous vote of the councilors present upon being read by title twice.

(3) The readings of an ordinance shall be by title only if a majority of the Council members present at the meeting do not request to have the ordinance read in full or if a copy of the ordinance is provided for each councilor and three copies are provided for public inspection in the office of the mayor or city manager no later than one week before the first reading of the ordinance

and if notice of their availability is posted at the City Hall or published once in a newspaper of general circulation in the City.

(4) An ordinance enacted after being read by title alone, under the provisions of subsections (2) and (3) shall have no legal effect if it differs substantially from its terms as filed prior to the reading, unless each section incorporating such a difference is read fully and distinctly in open Council meeting as finally amended prior to being approved by the Council. An ordinance may be amended at the time of enactment if the ordinance as amended deals with the same general subject.

(5) Upon the passage of an ordinance, the City Recorder shall sign it and date it with the date of its passage.

(6) An ordinance takes effect on the thirtieth day after its enactment. However, when the Council considers it advisable, an ordinance may provide a later effective date or, in an emergency, an ordinance may take effect immediately on enactment.

Chapter IX - PUBLIC IMPROVEMENTS

Section 9.1 - Procedure.

(1) Except as provided in this section, the procedure for making, altering, vacating, or abandoning a public improvement shall be governed by general ordinances or, to the extent not so governed, by the applicable general laws of the state.

(2) Action on a proposed public improvement shall be suspended for six months on a remonstrance by the owners of two-thirds of the land to be specially assessed for the improvement. In this section "owner" means the record holder of legal title or, if land is being purchased under a land sale contract recorded or verified in writing by the record holder of legal title to the land, the purchaser.

Section 9.2 - Assessments.

Unless otherwise provided by this Charter or the applicable general laws of this state, the procedure for levying, collecting, and enforcing the payment of special assessments for public improvements, City liens, or other services to be charged against real property shall be governed by general ordinance.

Section 9.3 - Liens.

The docket of City liens is a public writing, and the original or a certified copy of any matter authorized by ordinance to be entered in the docket shall have the force and effect of a judgment unless otherwise provided by this Charter or the applicable general laws of this state. From the time of the Council's authorization of an improvement on account of which an assessment is entered in the docket, the sum so entered is a lien against the property. The lien has priority over all other liens and encumbrances upon the property and may be enforced in the manner authorized by the Council.

Section 9.4 - Condemnation.

A necessity of taking property for the City by condemnation shall be determined by the Council and declared by a resolution of the Council describing the property and stating the uses to which it shall be devoted.

Chapter X - MISCELLANEOUS PROVISIONS

Section 10.1 - Revenue Bonds.

The Council may issue revenue bonds without voter approval only for commercial or industrial development or a municipal utility. Such bonds shall not constitute general obligations of the City and shall only be payable from the proceeds of the commercial or industrial development or the municipal utility.

Section 10.2 - Indebtedness: Limits.

- (1) Indebtedness of the City may not exceed the limits on City indebtedness under state law.
- (2) Approval by the voters of City indebtedness need not be in the form of a Charter amendment.

Section 10.3 - Terms, Proceeds, and Retirement of Bonds.

Bonds issued by the City as evidence of indebtedness shall include such terms, the manner in which the proceeds from sale of the bonds shall be kept, invested, disbursed, and accounted for and the manner in which the indebtedness shall be retired as the Council prescribes. The prescription may not be changed for a particular bond after it is issued.

Section 10.4 - Presumption of Validity of City Action.

In every proceeding in any court concerning the exercise or enforcement by the City or any of its officers or agencies of any power by this act given to the City or any of its officers or agencies, all acts by the City or any of its officers or agencies shall be presumed to be valid and no error or omission in any such act invalidates it, unless the person attacking it alleges and proves that he or she has been misled by the error or omission to his or her damage. The court shall disregard every error or omission which does not affect a substantial right of the person. Any action by this Charter committed to the discretion of the Council, when taken, shall be final and shall not be reviewed or called into question elsewhere.

Section 10.5 – General Retail Sales Tax.

Any proposal to implement or increase a City general retail sale tax shall be referred to the voters by the Ontario City Council and that referral to the voters shall occur in November of a U.S. Congressional election year.

Section 10.6 – Fee Increases.

Any proposal to implement or increase fees or local taxes (except for a general retail which is governed separately in this Charter) must be affirmed by a two-thirds vote of the entire Council.

Section 10.7 – Charter Review Committee.

The City Council shall appoint an ad hoc committee to review the City Charter at least every ten years and to make recommendations for changes.

Section 10.8 - Existing Ordinances Continued.

All ordinances of the City consistent with this Charter and in force when it takes effect shall remain in effect until amended or repealed.

Section 10.~~69~~ - Repeal.

(1) All Charter provisions of the City enacted prior to the time that this Charter is approved by the voters are hereby repealed.

(2) No repeal of a feature of the 1954 Charter or any amendment or addition thereto that has repealed an earlier such feature revives the earlier.

(3) No repeat of a feature of the 1954 Charter or an amendment or addition thereto affects the validity of an outstanding bond issued by the City or impairs the obligation of the City under the bond or the rights of the holders of the bond.

Section 10.~~7~~10 - Effective Date of Revision.

This revised Charter takes effect on ~~January 1, 1985.~~_____.



RESOLUTION # 2021-*

A RESOLUTION CALLING FOR AN ELECTION REGARDING AN UPDATED CITY CHARTER

- WHEREAS,** The Ontario City Charter was approved by the voters in 1985; and
- WHEREAS,** Since that time, former and current City Council members have encountered situations that the 1985 Charter does not address adequately; and
- WHEREAS,** In order to address those inadequacies, the City Council appointed a Charter Review Committee to conduct a complete Charter review and recommend amendments to the Charter; and
- WHEREAS,** The City Council conducted its own review of the Charter after considering the recommendations made by the Charter Review Committee, and
- WHEREAS,** Charter amendments may be approved only by a vote of the people; and
- WHEREAS,** The City Council has reached consensus on an updated version of the Charter, with the title of “Ontario Charter of 2022”, for consideration by Ontario voters in the primary election on May 17, 2022.

NOW, THEREFORE BE IT RESOLVED by the Ontario City Council that:

SECTION 1: An election is hereby called in and for the City of Ontario, Malheur County, Oregon, for the purpose of submitting to the legal voters the following ballot measure:

CAPTION: ADOPTS REVISED 2022 CHARTER FOR ONTARIO CITY GOVERNMENT

QUESTION: Shall the city of Ontario adopt an updated Charter to replace its 1985 Charter?

SUMMARY: A “yes” vote would make the following changes to the 1985 Charter:

- Section 1.1. changes the title to the “Ontario Charter of 2022”.
- Section 3.8 allows majority of Council to take away Council President’s authority (does not affect Mayor).
- Section 4.2 changes wording for Council appointment of temporary (pro tem) City Manager, and allows the pro tem to appoint and remove employees with Council permission.
- Section 5.2 changes the procedure and duties of municipal judge.
- Section 5.3 allows Council to appoint, remove temporary municipal judges.
- New Section 5.5 allows Council to hire city attorney.

Section 6.5 allows Council to remove any councilor who resides outside the city limits.

New Section 10.5 requires any Council proposal to impose a general sales tax to be referred to the voters.

New Section 10.6 requires 2/3 Council majority to approve any other fee increases.

New Section 10.7 requires that every ten years Council must appoint a charter committee to make recommendations for charter changes.

A “no” vote leaves the current Charter in place.

SECTION 2: The Measure Election hereby called shall be held in the City of Ontario on the 17th day of May, 2022. This election shall be conducted by mail.

SECTION 3: The Ontario City Council authorizes the City Manager, (an “authorized representative”) the City Attorney, or a designee of the authorized representative to act on behalf of the City of Ontario and to take such further action as is necessary to carry out the intent and purposes herein in compliance with the applicable provisions of law.

SECTION 4: The Ontario City Council directs the city’s Election Official to file with Malheur County Election Office a Notice of City Measure Election, form SEL 802, attached and incorporated herein by this reference as Exhibit “A”, on a date no earlier than the eighth business day after the date of which Exhibit “A” is filed with the City Election Official.

SECTION 5: Pursuant to ORS 251.345, the City Council directs the City Manager, or designee, to prepare a Measure Explanatory Statement for publication in the county voter’s pamphlet; said statement shall be filed with the Malheur County Elections Office at the same time the Notice of City Measure Election is filed by the City Election Official.

SECTION 6: The Act, containing the updated Charter, is attached hereto as Exhibit “B”, and is incorporated herein by reference.

EFFECTIVE DATE: Immediately upon passage.

PASSED AND ADOPTED by the Ontario City Council this _____ day of December, 2021, by the following vote:

AYES:

NAYS:

EXCUSED:

ABSENT:

Approved by the Mayor this _____ day of December, 2021.

ATTEST:

Riley Hill, Mayor

Tori Barnett, MMC, City Recorder

Notice of Measure Election

City

SEL 802

rev 01/18 ORS 250.035, 250.041,
250.275, 250.285, 254.095, 254.465

Notice

Date of Notice

Name of City or Cities

Date of Election

Ontario

May 17, 2022

Final Ballot Title The following is the final ballot title of the measure to be submitted to the city's voters. The ballot title notice has been published and the ballot title challenge process has been completed.

Caption 10 words which reasonably identifies the subject of the measure.

ADOPTS ADOPTS REVISED 2022 CHARTER FOR ONTARIO CITY GOVERNMENT

Question 20 words which plainly phrases the chief purpose of the measure.

Shall the city of Ontario adopt an updated Charter to replace its 1985 Charter?

Summary 175 words which concisely and impartially summarizes the measure and its major effect.

A "yes" vote would make the following changes to the 1985 Charter:

Section 1.1. changes the title to the "Ontario Charter of 2022".

Section 3.8 allows majority of Council to take away Council President's authority (does not affect Mayor).

Section 4.2 changes wording for Council appointment of temporary (pro tem) City Manager, and allows the pro tem to appoint and remove employees with Council permission.

Section 5.2 changes the procedure and duties of municipal judge.

Section 5.3 allows Council to appoint, remove temporary municipal judges.

New Section 5.5 allows Council to hire city attorney.

Section 6.5 allows Council to remove any councilor who resides outside the city limits.

New Section 10.5 requires any Council proposal to impose a general sales tax to be referred to the voters.

New Section 10.6 requires 2/3 Council majority to approve any other fee increases.

New Section 10.7 requires that every ten years Council must appoint a charter committee to make recommendations for charter changes.

A "no" vote leaves the current Charter in place.

Explanatory Statement 500 words that impartially explains the measure and its effect.

If the county is producing a voters' pamphlet an explanatory statement must be drafted and attached to this form for:

→ any measure referred by the city governing body; **or**

→ any initiative or referendum, if required by local ordinance.

Explanatory Statement Attached?

☐ Yes

☐ No

Authorized City Official Not required to be notarized.

Name

Title

Mailing Address

Contact Phone

By signing this document:

→ I hereby state that I am authorized by the city to submit this Notice of Measure Election; **and**

→ I certify that notice of receipt of ballot title has been published and the ballot title challenge process for this measure completed.

Signature

Date Signed



**AGENDA REPORT
OLD BUSINESS**
December 14, 2021

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **CHARTER AMENDMENT: COUNCIL INVOLVEMENT IN HIRING OF CITY DEPARTMENT HEADS**

DATE: December 8, 2021

PROPOSED MOTION:

I MOVE THAT COUNCIL APPROVE AMENDMENTS TO THE CITY CHARTER TO HAVE THE CITY COUNCIL HIRE DEPARTMENT HEADS WITH THE INVOLVEMENT OF THE CITY MANAGER.

SUMMARY:

The Charter Review Committee provided recommendations to the Ontario City Council about amendments to the City of Ontario Charter. The ad hoc committee discussed but did not recommend that the City Council be involved with the hiring of department heads. The Council reviewed the recommendations of the ad hoc committee and voted to have the attorney draft language to require that the City Council would be responsible for hiring department heads.

BACKGROUND:

The Charter Review Ad Hoc Committee provided recommendations to the Ontario City Council in June of 2021. The subject of the City Council hiring department heads was suggested and discussed by the ad hoc committee. The ad hoc committee voted unanimously not to approve an amendment to the charter allowing the City Council to hire department heads.

While the City Council was deliberating the recommendations of the Charter Review Committee, the issue of the City Council hiring department heads was brought back up. After much discussion, it was redacted from the list of recommendations to proceed to the May 2022 ballot and the City Attorney was requested to rewrite the language to something close to "As to department heads, the Council shall have the sole authority to make the final hiring decision considering the advice and recommendation of the City Manager."

CURRENT SITUATION:

The current city charter prevents any involvement by Council members in the hiring of Department Heads. Thus, the charter amendment would not only require amending permission, but also remove the prohibition of Council involvement in the selection of

Department Heads. The City Attorney has proposed language to add the hiring of Department Heads by the City Council with the City Manager's involvement as a separate ballot measure for consideration by the City Council.

ANALYSIS:

- A. **STRATEGIC PLAN** No strategic plan impact.
- B. **FINANCIAL** No financial impact.
- C. **TIMING** The Council has until February 22, 2022 to submit language to the County for items to be included on the May 2022 ballot.
- D. **POLICY/LEGAL** City Council approval is required to add questions to the ballot.

ALTERNATIVES:

Take No Action: Taking no action would have the same effect as voting the proposal down. It would not go to the ballot.

RECOMMENDATION:

Staff has provided feedback on the issue and recommends the Council consider the issue and act accordingly.

ATTACHMENTS:

1. Resolution-Council Hiring Department Heads



RESOLUTION # 2021-*

A RESOLUTION CALLING FOR AN ELECTION TO AMEND CHARTER TO ALLOW COUNCIL TO HIRE DEPARTMENT HEADS

- WHEREAS,** Section 4.3(f) of the Ontario Charter of 1985 provides that the City Manager shall “Appoint and remove all appointive officers and employees except as otherwise provided by this Charter”; and
- WHEREAS,** A majority of the Council members believe that the Council rather than the City Manager should have the authority to appoint department heads, and the Charter should be amended for this purpose; and
- WHEREAS,** A Charter amendment taking away the City Manager’s authority to hire department heads is inconsistent with Charter Section 4.5, which currently restricts the Council from interfering with the City Manager’s authority to hire all employees, including department heads; and
- WHEREAS,** The Council finds that Charter Section 4.5 should also be amended to make it consistent with the amended Section 4.3(f); and
- WHEREAS,** In Resolution 2021-*, passed by the Council on _____, 2021, the Council called for an election on May 17, 2022, to add or amend other Charter provisions, but not Charter Sections 4.3(f) and 4.5; and
- WHEREAS,** The voters at the May 17, 2022, election should also be able to consider proposed amendments to Charter Sections 4.3(f) and 4.5 to authorize the Council to hire department heads; and
- WHEREAS,** It is the intent of this resolution to have the proposed amendments to Charter Sections 4.3(f) and 4.5 go into effect if approved by a majority of the voters, regardless of the outcome of the election to amend other Charter provisions in a separate ballot measure.

NOW, THEREFORE BE IT RESOLVED, by the Ontario City Council that:

SECTION 1: An election is hereby called in and for the City of Ontario, Malheur County, Oregon, for the purpose of submitting to the legal voters the following ballot measure:

CAPTION: AMENDS CHARTER TO ALLOW COUNCIL TO HIRE DEPARTMENT HEADS

QUESTION: Shall the city of Ontario allow City Council to hire department heads?

Resolution 2021-*: Charter Amendments re Hiring Department Heads

Commented [LS1]:

SUMMARY: Section 4.3(f) of the 1985 Ontario Charter gives the City Manager the exclusive authority to hire all city employees, including department heads; and Section 4.5 prohibits the Council from interfering in those hiring decisions. The proposed amendments to Sections 4.3(f) and 4.5 give the authority to hire department heads to the Council. A “yes” vote is to amend Sections 4.3(f) and 4.5 of the Charter, regardless of the outcome of any other ballot measure proposing Charter amendments.

SECTION 2: The proposed amendments to Charter Sections 4.3(f) and 4.5 are underlined and read as follows:

Section 4.3 – City Manager: Powers and Duties

The city manager shall be the chief administrative officer of the City government and shall be responsible to the Council for the proper performance of his or her duties. The city manager shall:

4.3(f) Appoint and remove all appointive officers and employees except department heads, which shall be hired by the city council with input from the city manager.

Section 4.5 – City Manager: Interference in Administration

No member of the Council shall directly or indirectly, by suggestion or otherwise, attempt to coerce the city manager in the making of any appointment of any officer or employee other than a department head; or the removal of any officer or employee; or in the purchase of supplies; or attempt to exact any promise relative to any appointment from any candidate for manager; or discuss directly or indirectly with him the matter of specific appointments to any City office or employment other than department heads. Nothing in this section shall be construed, however, as prohibiting the Council while in open session from fully and freely discussing with or suggesting to the city manager anything pertaining to City affairs or the interests of the City.

SECTION 3: The Measure Election hereby called shall be held in the City of Ontario on the 17th day of May, 2022. This election shall be conducted by mail.

SECTION 4: The Ontario City Council authorizes the Mayor, the City Manager, (each an “authorized representative”) the City Attorney, or a designee of the authorized representative to act on behalf of the City of Ontario and to take such further action as is necessary to carry out the intent and purposes herein in compliance with the applicable provisions of law.

SECTION 5: The Ontario City Council directs the city’s Election Official to file with Malheur County Election’s Office a Notice of City Measure Election, form SEL 802, attached and incorporated herein by this reference as Exhibit “A”, on a date no earlier than the eighth business day after the date of which Exhibit “A” is filed with the City Election’s Official.

SECTION 6: Pursuant to ORS 251.345, the City Council directs the City Manager, or designee, to prepare a Measure Explanatory Statement for publication in the county voter's pamphlet; said statement shall be filed with the Malheur County Election's Office at the same time the Notice of City Measure Election is filed by the City Election's Official.

EFFECTIVE DATE: Immediately upon passage.

PASSED AND ADOPTED by the Ontario City Council this _____ day of December, 2021, by the following vote:

AYES:

NAYS:

EXCUSED:

ABSENT:

Approved by the Mayor this _____ day of December, 2021.

ATTEST:

Riley Hill, Mayor

Tori Barnett, MMC, City Recorder



City of Ontario, Oregon Housing Incentive Program Checklist

Applicant: Riley J. Hill / Greystone Bldrs Date: 10/20/21
Site Address or Tax Lot: 2331 Andrew, Ontario, OR Lot 48
Application Number: 43-2021 (City Use Only) Waterford Subdivision

Application Information: (Applicant or Staff)

- ☒ Completed Application Signed & Dated: 11/15/21
- ☒ Documentation showing funding: Self-funded
- ☒ Within City Limits
- ☒ In Urban Growth Boundary Annexation Application filed: N/A
- ☒ Floor Plan or description describing minimum square footage:
 - 1. House Square footage: 1799
 - 2. Number of Baths: 2
 - 3. Size of Garage: 3 car 1093 ft²
- ☒ Description of Property of Home:
 - 1. Tax Lot map & Number: 1854705C 13800
 - 2. Copy of Deed: _____
 - 3. Or written description: Lot 48 Waterford Sub.
- ☒ Completed W-9 Taxpayer Form.

Process Completed: (Staff Use Only below)

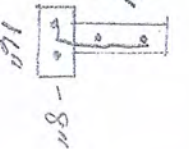
- ☒ PDAC (if Required) date Completed: N/A
- ☒ Community Development Director approval date: 11/15/21
- ☒ Forwarded to Business Loan Fund Committee: _____
- ☐ BLF Committee forwards recommendation to City Manager: _____
- ☐ City Council Approval or Denial: _____
- ☐ City Manager signs application signifying Council **Approval**: _____
- ☐ Application submitted to Finance for tracking: _____
- ☐ Certificate of Occupancy issued (within 2 yrs. of Council approval): _____
- ☐ Proof of Owner Occupancy (must be within 1 yr. of C of O): _____
- ☐ Payment made to Owner: _____

5/8" J bolts 4" oc

64'

6" stem wall

2-#4 in fls
2-#4 in stem



6" stem wall

40'

480 #

Foundation plan 1776 #

8" x 16" x 16" Concrete pier Piers typical



262 #

38.50

30.5

183 #

25.5

318.75 #

354.75

9, 1e

310 #

9.5

12' 6"

782 #

1092 # Concrete

8" stem wall

23'

1' 6"

12' 12'

8" stem wall

31' 6"

16' 6"

1/8" = 1'

1797
1092
782

34'

133'

2331 Andrew

24'

1092 ft²
Garage

House

1799 ft²

64'

40'

Dorion Drive

Berm

Berm

246'

DATE	10/10/19
BY	FRANK BETZ
CHK	
APP	

www.frankbetz.com
 Frank Betz Associates, Inc.
 1000 CHURCH STREET, SUITE 100
 CHICAGO, ILLINOIS 60606
 (312) 467-1000

THE MOULTRIE
 FRONT ELEVATION/DETAILS

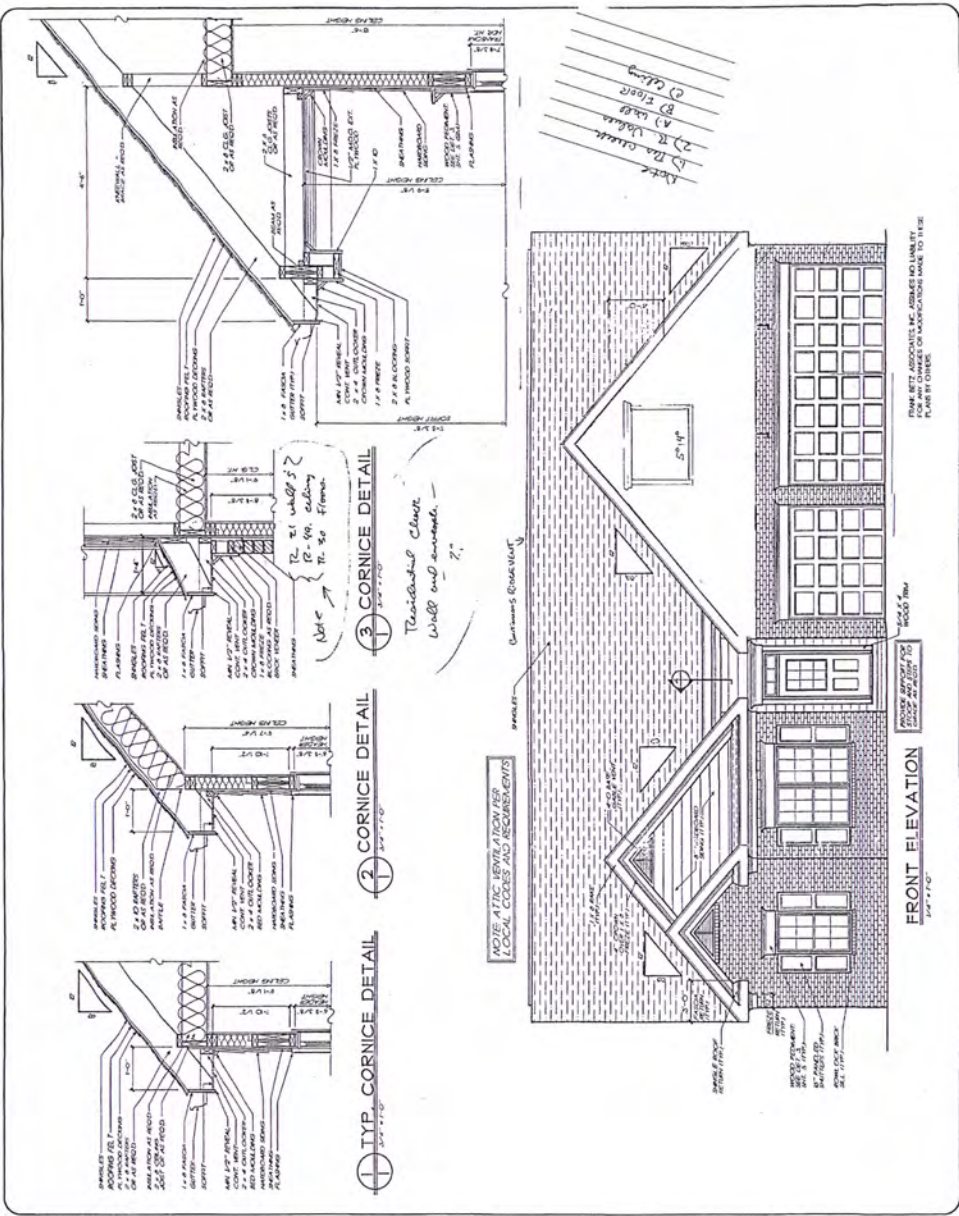
FRANK BETZ
 ASSOCIATES, INC.
 1000 CHURCH STREET, SUITE 100
 CHICAGO, ILLINOIS 60606
 (312) 467-1000

PROJECT: THE MOULTRIE
 SHEET: 1 OF 1
 DATE: 10/10/19
 BY: FRANK BETZ
 CHECKED: []
 APPROVED: []

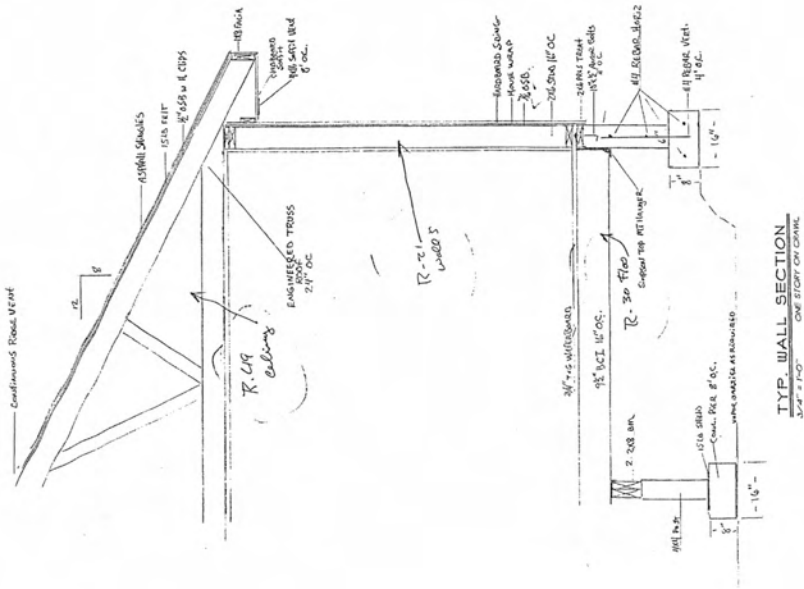
COPY
 FOR REVIEW ONLY
 NOT FOR CONSTRUCTION

City of Franklin
 Building Department
 1000 CHURCH STREET, SUITE 100
 CHICAGO, ILLINOIS 60606
 (312) 467-1000

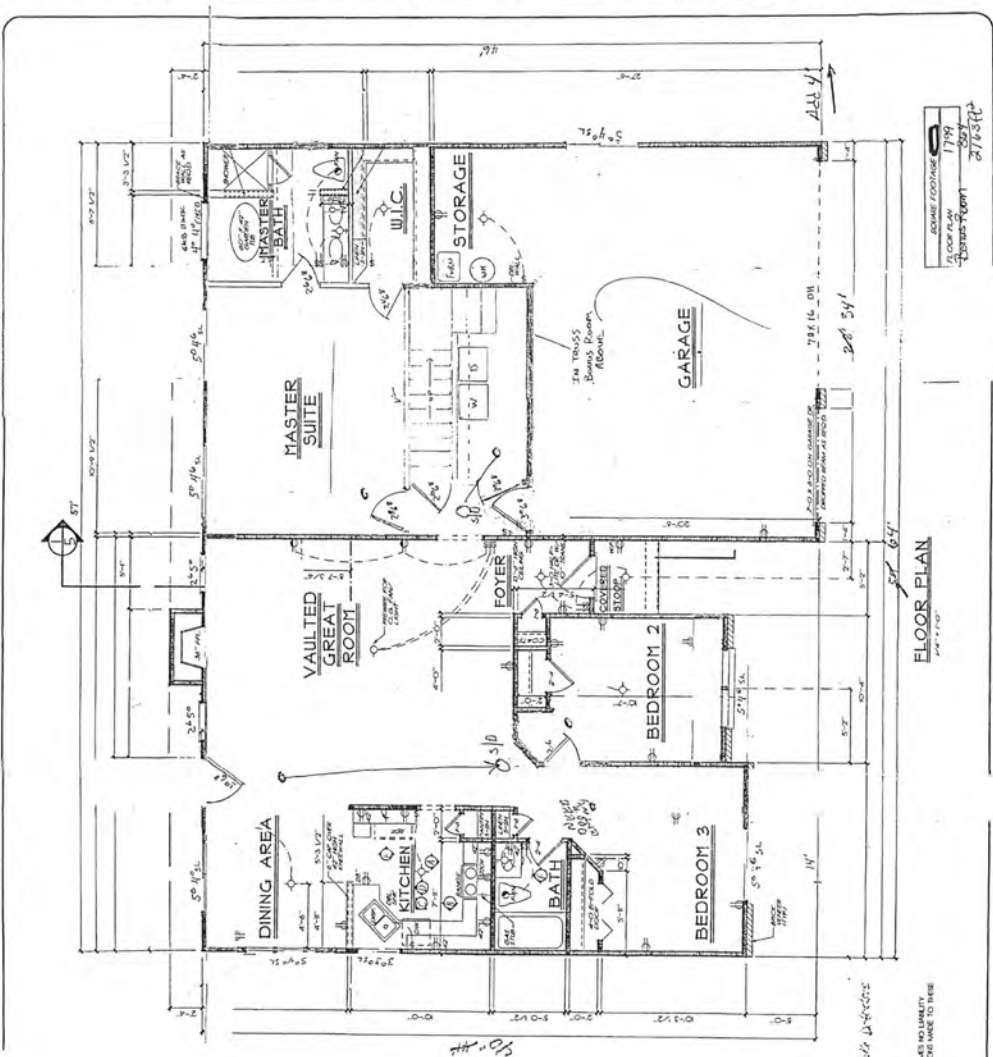
Construction Set
 Reviewed for Code Compliance
 Permit # BL02019-00039
 Address: 1877 Walnut Avenue



5/16/2019 10:10 AM 10/10/19 10:10 AM 10/10/19 10:10 AM

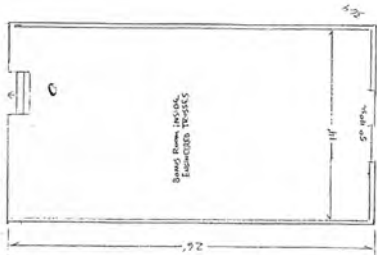


TYP. WALL SECTION
 1/4" = 1'-0" ONE STORY OR CRAWL



FLOOR PLAN

FRANK, METZ ASSOCIATES, INC. ASSUMES NO LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS BY OTHERS.

Scale $W^* = 1^{\circ}$



**AGENDA REPORT
NEW BUSINESS**
December 14, 2021

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: AMERICAN RESCUE PLAN ACT AWARD FOR AIRPORT

DATE: December 2, 2021

PROPOSED MOTION:

I MOVE TO APPROVE THE AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION TO RECEIVE FUNDS FROM THE AMERICAN RECOVERY PLAN ACT AND AUTHORIZE THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE THE DOCUMENTATION TO RECEIVE THE GRANTS.

SUMMARY:

The American Rescue Plan Act (ARPA) included federal awards for airports through the Federal Aviation Administration (FAA). Grant Agreements are required to receive the funding.

BACKGROUND:

The City of Ontario was made aware of ARPA money that would become available. Signature documents were sent on December 2, 2021 and must be submitted before January 10, 2022. The award is for \$32,000 and will go towards operations of the Ontario Municipal Airport. The grant allows the funds to be spent in a four-year period through 2026.

CURRENT SITUATION:

Electronic signature is required by the City Attorney and the City Manager to receive the funds. Documentation will be required to validate funding.

ANALYSIS:

- A. **STRATEGIC PLAN** Airport development is a strategy under the Growth Goal of the Ontario Strategic Plan. This will fund operations and free up other general fund monies for other needs.
- B. **FINANCIAL** The \$32,000 award will be distributed by the Federal Aviation Administration upon request for allowable expenses.

- C. **TIMING** The \$32,000 must be spent before 2026. The grant agreement must be executed by January 10, 2022.
- D. **POLICY/LEGAL** Approval from the governing body of the sponsored city is required to authorize its agents (the City Manager and City Attorney) to execute the grant agreement.

ALTERNATIVES:

Take No Action - Without action on this item by January 10, 2021, the airport will lose this grant award of \$32,000.

RECOMMENDATION:

Staff recommends the City Council move to approve the City Manager and City Attorney to execute the grant agreement.

ATTACHMENTS:

1. Ltr_FAA_American Rescue Grant Transmittal_12 2 2021
2. OR ONO - SF424 signed



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Oregon, Washington

FAA SEA ADO
Seattle Airports District
Office:
2200 S 216th St
Des Moines, WA 98198

Airport Rescue Grant Transmittal Letter

December 2, 2021

Mr. Adam J. Brown
444 SW 4th Street
Ontario, Oregon 97914

Dear Mr. Brown:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-41-0044-020-2022 for Ontario Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **January 10, 2022** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. D. Ferrell", is positioned above the typed name.

Warren D. Ferrell
Acting Manager



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date December 2, 2021

Airport/Planning Area Ontario Municipal Airport

Airport Rescue Grant No. 3-41-0044-020-2022 (Contract Number: DOT-FA22NM-K0063)

Unique Entity Identifier 786922752

TO: City of Ontario

(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated October 19, 2021, for a grant of Federal funds at or associated with the Ontario Municipal Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Ontario Municipal Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Ontario Municipal incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$32,000, allocated as follows:
 - \$32,000 ARPA KW2022
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before January 10, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue Grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated December 2, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Warren Ferrell

(Typed Name)

Acting Manager, Seattle Airports District C

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated December 2, 2021

City of Ontario

(Name of Sponsor)


Adam J Brown (Dec 2, 2021 09:53 MST)

(Signature of Sponsor's Designative Official/Representative)

By: Adam J Brown

(Type Name of Sponsor's Designative Official/Representative)

Title: City Manager

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oregon. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **City of Ontario**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of October 19, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

Application for Federal Assistance SF-424

*1. Type of Submission:

☐ Preapplication

☒ Application

☐ Changed/Corrected Application

*2. Type of Application

☒ New

☐ Continuation

☐ Revision

* If Revision, select appropriate letter(s):

*Other (Specify)

*3. Date Received:

NA

4. Applicant Identifier:

ONO (Ontario Municipal) Ontario, OR

*5b. Federal Entity Identifier:

41-0044

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Ontario

*b. Employer/Taxpayer Identification Number (EIN/TIN):

93-6002229

*c. Organizational DUNS:

78-692-2752

d. Address:

*Street 1: 581 SW 33rd St.

Street 2:

*City: ONTARIO

County/Parish:

*State: OR

Province:

*Country: USA: United States

*Zip / Postal Code 97914

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Adam

Middle Name: Justin

*Last Name: Brown

Suffix:

Title: City Manager

Organizational Affiliation: City of Ontario, Ontario Municipal Airport

*Telephone Number: 541-709-7651

Fax Number:

*Email: adam.brown@ontariooregon.org

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

NA

*Title:

NA

13. Competition Identification Number:

NA

Title:

NA

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

\$32,000 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: 2

*b. Program/Project: 2

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: NA

*b. End Date: NA

18. Estimated Funding (\$):

*a. Federal	\$32,000
*b. Applicant	\$0
*c. State	\$0
*d. Local	\$0
*e. Other	\$0
*f. Program Income	\$0
*g. TOTAL	\$32,000

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. _____ *First Name: Adam _____

Middle Name: _____

*Last Name: Brown _____

Suffix: _____

*Title: Airport Manager

*Telephone Number: 541-709-7651

Fax Number:

* Email: adam.brown@ontariooregon.org

*Signature of Authorized Representative:



*Date Signed: 10/19/2021



**AGENDA REPORT
NEW BUSINESS**
December 14, 2021

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Adam J. Brown, City Manager

**SUBJECT: AWARD OF ENGINEERING DESIGN CONTRACT FOR NORTH PARK BOULEVARD
EXTENSION**

DATE: December 7, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE ENGINEERING DESIGN CONTRACT FOR ANDERSON PERRY & ASSOCIATES, INC. IN THE AMOUNT OF \$20,000 TO COMPLETE THE FINAL ENGINEERING DESIGN FOR WATER, SEWER, STREET AND STORM WATER IMPROVEMENTS TO EXTEND NORTH PARK BOULEVARD NORTH FROM MALHUR DRIVE TO ITS CURRENT TERMINUS AND AUTHORIZE THE CITY MANAGER TO SIGN THE CONTRACT.

SUMMARY:

Prior engineering design work was authorized by the City Council to complete this road extension back in 2014. The design work progressed toward completion but was never finalized. The engineering proposal from Anderson Perry & Associates, Inc. will finalize the design and make the project shovel ready for completion.

BACKGROUND:

Prior engineering design work was authorized by the City Council to complete this road extension back in 2014. The design work progressed toward completion but was never finalized due to lack of funding and direction to proceed from City Council.

CURRENT SITUATION:

The engineering proposal from Anderson Perry & Associates, Inc. will finalize the design by updating to current ADA standards; updating the construction specifications to the more modern machine control methods; updating the specification to the Idaho Standards for Public Works Construction; and competing work for the 1200-C storm water permit to make the project shovel ready for completion.

ANALYSIS:

- A. **STRATEGIC PLAN** The project promotes economic development opportunities with the city and is therefore consistent with the city's Strategic Plan.

- B. **FINANCIAL** The proposed contract amount is consistent with the CIP Budget for engineering service for North Park Boulevard in the Council approved Capital Improvement Plan budget for this fiscal year.
- C. **TIMING** Completing the engineering design will make the project shovel ready for potential grant funding.
- D. **POLICY/LEGAL** The Council needs to approve the contract.

ALTERNATIVES:

The Council can reject the proposal and the project may be deferred until such time that approval is granted.

RECOMMENDATION:

Staff recommends approving the contract with Anderson Perry & Associates.

ATTACHMENTS:

1. Anderson Perry N Park Blvd Extension SOW

December 7, 2021

Paul Woods
Jacobs
999 W. Main Street, Suite 1200
Boise, Idaho 83702

Via email: Paul.Woods@jacobs.com

RE: City of Ontario, Oregon - N. Park Blvd. Extension - 2022

Dear Paul:

Thank you for contacting Anderson Perry & Associates, Inc. (AP) for assistance with the N. Park Blvd. Extension project. We appreciate the opportunity and look forward to working with you. Based on our previous conversations, we have prepared the attached Scope of Work for completing the Drawings, Bidding Documents, and Contract Documents for a bid-ready package.

AP provided engineering services for this project under a previous agreement with the City and delivered 90 percent Drawings in June 2014. During spring 2014, the City was transitioning management of the Public Works Department from City staff to Jacobs. While preparing the 90 percent design package, AP was directed to complete the Drawings to 90 percent and stop work as the prioritization of projects was shifting to Jacobs and this project may or may not be a priority. AP delivered the 90 percent Drawings and invoiced the City for 90 percent of the design fee.

While reviewing the status of the previous design work, we identified several items that will require effort beyond the original scope of work based mainly on more stringent and newer permit and design requirements. Specifically, the City has requested redesigning the curb ramps to current Americans with Disabilities Act standards with two ramps at each corner instead of one, updating the design to accommodate machine control during construction, and utilizing the Idaho Standards for Public Works Construction instead of the Oregon Standard Specifications for Construction. Additionally, the utility coordination tasks will need to be resumed to address utility conflicts within the project area, and the erosion control plans will need to be updated with a new 1200-C permit application prepared to current standards.

Thank you again for the opportunity to assist the City with this project. Please let me know if you have any questions or concerns.

Sincerely,

ANDERSON PERRY & ASSOCIATES, INC.

By 
Andy Lindsey, P.E.

AL/cd

Enclosure

cc: Brad Baird, P.E., AP (w/encl.)
File No. 53-94-02 (w/encl.)

G:\Clients\Ontario\Roads\53-94 N Park Blvd\Correspondence\Woods-N Park Blvd Extension SOW.docx



SCOPE OF WORK AND PROJECT UNDERSTANDING December 7, 2021

PROJECT UNDERSTANDING

This Scope of Work (SOW) outlines the project understanding and tasks to be performed by Anderson Perry & Associates, Inc. (Engineer) for the N. Park Blvd. Extension - 2022 project for the City of Ontario, Oregon (Owner). The Owner intends to construct N. Park Boulevard from south of N.W. 16th Avenue to Malheur Drive and improve the intersection at N. Park Boulevard and Malheur Drive. The project generally consists of construction of new asphalt concrete pavement, concrete curb and gutter, and concrete sidewalk on the west side of N. Park Boulevard. Utility work includes extension of existing water, sanitary sewer, and storm sewer sized to accommodate future development and existing land uses in the immediate surrounding area, roadway illumination, and coordination with franchise utilities.

The Owner has 90 percent Drawings on file that were developed in 2014 by the Engineer. The Engineer will be responsible to review, revise as needed, and otherwise verify the City's 90 percent Drawings meet current project requirements.

The Engineer will provide project management and coordination for all tasks in this SOW, including:

- Attend meetings with the Owner
- Provide monthly invoices and progress reports
- Provide quality assurance and quality control review of all documents
- Prepare and distribute meeting agendas and minutes

The following assumptions were made during the development of this SOW:

ASSUMPTIONS

- The Owner will handle all negotiations with individual property owners for required easements and any land needing to be acquired for the project.
- Specifications shall be based on the current edition of the Idaho Standards for Public Works Construction.
- Construction Engineering services, including bidding and award of the construction contract, are not included in this SOW.

TASK 1 - DESIGN ENGINEERING SERVICES

Upon approval by the Owner for the Engineer to proceed, the Engineer shall provide design services for the project, including the following tasks:



Design Engineering

1. Review the existing 90 percent Drawings to ensure that the proposed improvements meet the project requirements.
2. Revise the Drawings to comply with current Americans with Disabilities Act standards and update the design files to accommodate machine control during construction.
3. Prepare a final Advertisement for Bids, Instructions to Bidders, and Bidder's Packet (hereinafter referred to as Bidding Documents) and an Agreement, Contract forms, Conditions of the Contract, Specifications, and Drawings (hereinafter referred to as Contract Documents) for the proposed improvements.
4. Make adjustments as needed to the opinion of probable construction cost and probable total project cost based on these final Bidding and Contract Documents.
5. Attend a final design review meeting with the Owner.
6. Prepare and furnish the necessary number of copies of the Bidding and Contract Documents for review and approval by the Owner, its legal counsel and other advisors as appropriate, and appropriate agencies.
7. Provide assistance during the bidding process including being available to answer questions and preparing Addenda as needed.

Utility Coordination

1. Verify existing utilities located within the project area as shown on the Drawings.
2. Contact utility providers to verify and confirm utility locations.
3. Identify potential utility conflicts and provide written notification of potential conflicts and relocation requests to utility providers.
4. Coordinate relocation requirements and schedules with utility providers.

The Engineer's services under Design Engineering shall be considered complete when the final Bidding and Contract Documents are approved by the Owner and other governmental authorities having jurisdiction.

TASK 2 - ENVIRONMENTAL SERVICES

The Engineer shall prepare a National Pollutant Discharge Elimination System 1200-C Stormwater Permit application. The application will be completed in accordance with Oregon Department of Environmental Quality requirements. The application will include the application, the Land Use Compatibility Statement form, and the Erosion and Sediment Control Plan.



ADDITIONAL SERVICES

In addition to the foregoing being performed, the following services may be provided by the Engineer when requested by the Owner in writing, as required. If additional services are requested, the scope and fees will be added by amendment to this SOW or under a separate Work Order.

1. If requested by the Owner, the Engineer may assist the Owner with obtaining any additional permits, applications, outside utility services, etc., as necessary for the work. The Owner shall pay all fees associated with any permits and applications, if such fees are required. The Engineer shall not be responsible for such fees.
2. Redesign work when requested to do so by the Owner. Such work shall include changes in the design that are beyond the control of the Engineer and/or changes in the Bidding and Contract Documents after such Contract Documents have been accepted by the Owner.
3. Provide Construction Engineering services including construction contract administration, review of submittals and shop drawings, full-time or part-time observation of the work, and other Construction Engineering services as requested.
4. Perform special tests, specialized studies, or tests other than previously outlined herein that may be required on the project.

FEE ESTIMATE

1. The estimated fee for "Design Engineering Services" outlined herein is \$15,000 on lump sum basis. This amount shall not be exceeded without notification to and approval from the Owner.
2. The estimated fee for "Environmental Services" outlined herein is \$5,000 on a time and materials basis, plus direct reimbursable expenses. This amount shall not be exceeded without notification to and approval from the Owner.



**AGENDA REPORT
NEW BUSINESS**
December 14, 2021

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: RESOLUTION #2021-140: SOLAR RENEWABLE ENERGY CREDITS

DATE: December 8, 2021

PROPOSED MOTION:

I MOVE THAT THE CITY COUNCIL APPROVE RESOLUTION #2021-140 , A RESOLUTION ALLOWING CITY STAFF TO WORK WITH FLEET DEVELOPMENT TO RESEARCH, DRAFT, AND SUBMIT AN APPLICATION FOR THE OREGON COMMUNITY RENEWABLE ENERGY PROGRAM GRANT FUND ON BEHALF OF THE VERDE LIGHT COMMUNITY SOLAR PROJECT, TO BRING COMMUNITY ENERGY BENEFITS AND COST SAVINGS TO ONTARIO.

SUMMARY:

A solar lease on what was formally known as the Stellings Property is proposing to work with a private company and the city to apply for subsidies through the Community Renewable Energy Project (CREP).

BACKGROUND:

The City of Ontario previously had an agreed upon lease for the Stellings Property. The property was purchased by Ruiz Enterprises and the lease was passed to the new owner. The Community Renewable Energy Project (CREP) grant fund was established by HB 2021 in the 2021 legislative session. The legislative program established \$50 million to a) offset the cost of penning and developing community renewable energy projects; b) making community renewable energy projects economically feasible; and c) promote small-scale renewable energy projects; and provide direct benefits to communities. Fleet Development is proposing partnering with the City to use the Ontario solar project as a CREP grant.

CURRENT SITUATION:

Authorization of staff working with Fleet Development does not commit the City to any financial means. Any commitment of city financing of the project will come back to the Ontario City Council for approval. The partner, Fleet Development, is looking for a resolution of support as required by the State of Oregon for submission to the program.

ANALYSIS:

- A. **STRATEGIC PLAN** This supports the Ontario Strategic Plan goal of financial sustainability.
- B. **FINANCIAL** The city stands to save up to 5% on the energy costs of city facilities. The development company is also able to provide a discount for affordable housing unit energy prices through supplying renewable energy to the power grid. The annual financial cost for City facilities paid by the City of Ontario is \$60,000. A 5% savings would be \$3,000. There are other city facilities that are paid for out of the Jacobs Contract. It's unclear as to whether we would see savings on those facilities.
- C. **TIMING** The program is under rule making and anticipates accepting applications in the late winter or early spring. This resolution would allow staff to work with the company to put together the grant application.
- D. **POLICY/LEGAL** The Council must authorize staff to work with Fleet Development on a grant submission. The state requires an eligible applicant. The City is eligible because of it's rural location and financially disadvantaged residents.

ALTERNATIVES:

Take No Action: There are no other proposals to partner with the City that would provide possible energy savings.

RECOMMENDATION:

Staff recommends that the Council approve Resolution #2021-140 to allow staff to work with Fleet Development toward a CREP grant submission.

ATTACHMENTS:

- 1. Doc_Solar Project_Proposal from Fleet Development_12 2021
- 2. RES 2021-140_CC_Res to support renewable energy program_12 14 2021 (1)



200 E Main St
Enterprise, OR 97828

12 December, 2021

City of Ontario City Council
444 SW 4th St
Ontario, OR 97914

Community Renewable Energy Project Grant (CREP) Proposal

The following is a proposal for a new grant opportunity between the Verde Light Community Solar project and the City of Ontario that would benefit both parties.

Fleet Development is a solar development company focused on delivering renewable energy access to low-income multifamily housing throughout the Pacific Northwest. While our primary focus is rooftop solar systems, Fleet is also developing two large community solar systems in rural areas to provide energy savings to apartment complexes and businesses that do not have suitable roofs. One of the projects is in Wallowa County and is currently under construction in partnership with the Wallowa County commissioners. The second project is a 2.95-megawatt project proposed for construction at a location in northern Ontario, OR (Malheur Dr) and in development since 2018. This project has successfully completed all interconnection requirements with Idaho Power and holds an interconnection agreement and a power purchase agreement with the utility.

The solar project is actively pursuing financing through numerous programs. In the 2021 legislative session, the Oregon legislature created many new funding opportunities for renewable energy. One of the largest sources of funding will be the Community Renewable Energy Project grant fund which is specifically targeted for rural projects outside the Portland metro area that have less access to resources and incentives.

The Community Renewable Energy Project (CREP) grant fund (\$50M) was established by HB 2021, in the 2021 legislative session with the goal of:

- a) Offsetting the cost of planning and developing community renewable energy projects;
- b) Making community renewable energy projects economically feasible for qualifying communities;
- c) Promoting small-scale renewable energy projects;
- d) Providing direct benefits to communities across this state in the form of increased community energy resilience, local jobs, economic development or direct cost savings to families and small businesses.



200 E Main St
Enterprise, OR 97828

12 December, 2021

City of Ontario City Council
444 SW 4th St
Ontario, OR 97914

Community Renewable Energy Project Grant (CREP) Proposal

The following is a proposal for a new grant opportunity between the Verde Light Community Solar project and the City of Ontario that would benefit both parties.

Fleet Development is a solar development company focused on delivering renewable energy access to low-income multifamily housing throughout the Pacific Northwest. While our primary focus is rooftop solar systems, Fleet is also developing two large community solar systems in rural areas to provide energy savings to apartment complexes and businesses that do not have suitable roofs. One of the projects is in Wallowa County and is currently under construction in partnership with the Wallowa County commissioners. The second project is a 2.95-megawatt project proposed for construction at a location in northern Ontario, OR (Malheur Dr) and in development since 2018. This project has successfully completed all interconnection requirements with Idaho Power and holds an interconnection agreement and a power purchase agreement with the utility.

The solar project is actively pursuing financing through numerous programs. In the 2021 legislative session, the Oregon legislature created many new funding opportunities for renewable energy. One of the largest sources of funding will be the Community Renewable Energy Project grant fund which is specifically targeted for rural projects outside the Portland metro area that have less access to resources and incentives.

The Community Renewable Energy Project (CREP) grant fund (\$50M) was established by HB 2021, in the 2021 legislative session with the goal of:

- a) Offsetting the cost of planning and developing community renewable energy projects;
- b) Making community renewable energy projects economically feasible for qualifying communities;
- c) Promoting small-scale renewable energy projects;
- d) Providing direct benefits to communities across this state in the form of increased community energy resilience, local jobs, economic development or direct cost savings to families and small businesses.

(Draft Rules:<https://www.oregon.gov/energy/Get-Involved/Documents/2021-11-18-CREP-Working-Draft-Rules.pdf>).

Eligible applicants for this funding are federally recognized Oregon Indian tribes, **a public body**, or a consumer-owned utility.

Eligible activities are **renewable energy systems**, storage systems, and microgrids.....[that] provide a direct benefit to a particular community in the form of increased community energy resilience, local jobs, economic development, or direct energy costs savings to families and small businesses.

50% of the funds will be initially appropriated to those projects serving one or more qualifying communities. Qualifying communities includes low income, Black, Indigenous or People of Color, members of tribal communities, people with disabilities, youth, **people from rural communities (less than 500,000 in population and people from otherwise disadvantaged communities in the siting, planning, designing or evaluating of the proposed community renewable energy projects.**

A project eligible for a grant, can receive **up to \$1,000,000 in grant funds**. The CREP program is in rulemaking development with the program expected to stand up in Spring 2022.

Proposal:

Fleet Development is the owner of the proposed Verde Light community solar project under development in Ontario Oregon, that will resemble the type of eligible project envisioned by the CREP program, to include meeting equity metrics such as servicing rural communities and low-income subscribers (10% of the project offtake designated for low-income subscribers). Reduced energy costs are a stated goal of the CREP program. The project provides community benefits through its reduced cost energy subscriptions to off takers throughout the local community. The project is scheduled to be constructed in the summer of 2022.

Fleet Development proposes a partnership with the City of Ontario to apply for \$1M in funding for the Verde Light Community Solar Project. The City would provide its status as an eligible applicant and Fleet will provide to the City its community solar project as a competitive eligible activity, which is already in development. Fleet would research the grant opportunity and author the application on behalf of the city with all costs to do so absorbed by the solar project.

The rules for CREP are still being created but the legislation provides baseline expectations. Fleet Development is monitoring the rule making process in order to immediately deliver a high-quality competitive application when the opportunity period opens in the spring of 2022.

Community Benefit: How could the City and the Verde Community Solar project mutually benefit?

- Discounted electricity costs for eligible City power accounts.
- City to receive a funding fee from grant proceeds.
- Enable a community solar project in the Ontario area.

Currently the project is seeking an anchor subscriber that can use up to 40% of the project's output. While there are numerous businesses in the Ontario Oregon that are interested in energy savings, the highest and best purpose for the limited subscription slots is the City of Ontario.

A typical subscription in an Oregon community solar project receives a 5% savings on each subscription. If the grant application were successful, the solar project would have a greater chance of being financially able to offer the City an energy subscription for its eligible Idaho Power accounts at a more significant discount than previously possible. A discount of 10% is conceivable.

For its efforts as a grant applicant, the City would receive a funding fee up front from grant proceeds for processing the application and passing the funds through to the project.

The community solar program limits Idaho Powers community solar project capacity to just 3.28-megawatts. The Verde Light project is allocated most of this capacity (2.95 MW), making it the only community solar project available and one of the few standing eligible activities for this grant program in the Ontario area. The CREP program is an ideal way for the City of Ontario to create even more value in a project whose construction will already bring benefits to the community.

Resolution:

One of the requirements stated in the legislation is: "For any partner that is a public body, written authorization from the partner's governing body allowing submission of the application".

Fleet Development respectfully requests that the City of Ontario consider this unique opportunity to further the progress of renewable energy systems in Ontario, and to benefit from it through the direct energy savings a community solar subscription could provide. A proposed resolution that meets the grant program criteria could be:

"The City of Ontario authorizes the City's Community Development Department to partner with Fleet Development to research, draft, and submit an application for the Oregon Community Renewable Energy Program grant fund on behalf of Verde Light Community Solar project, in order to bring community energy benefits and cost savings to Ontario."

If there are any questions or information requested, please contact me directly.

Ryan Sheehy
Verde Light Project Mgr
(541) 263-7684
ryan.sheehy@fleetdevelopment.org

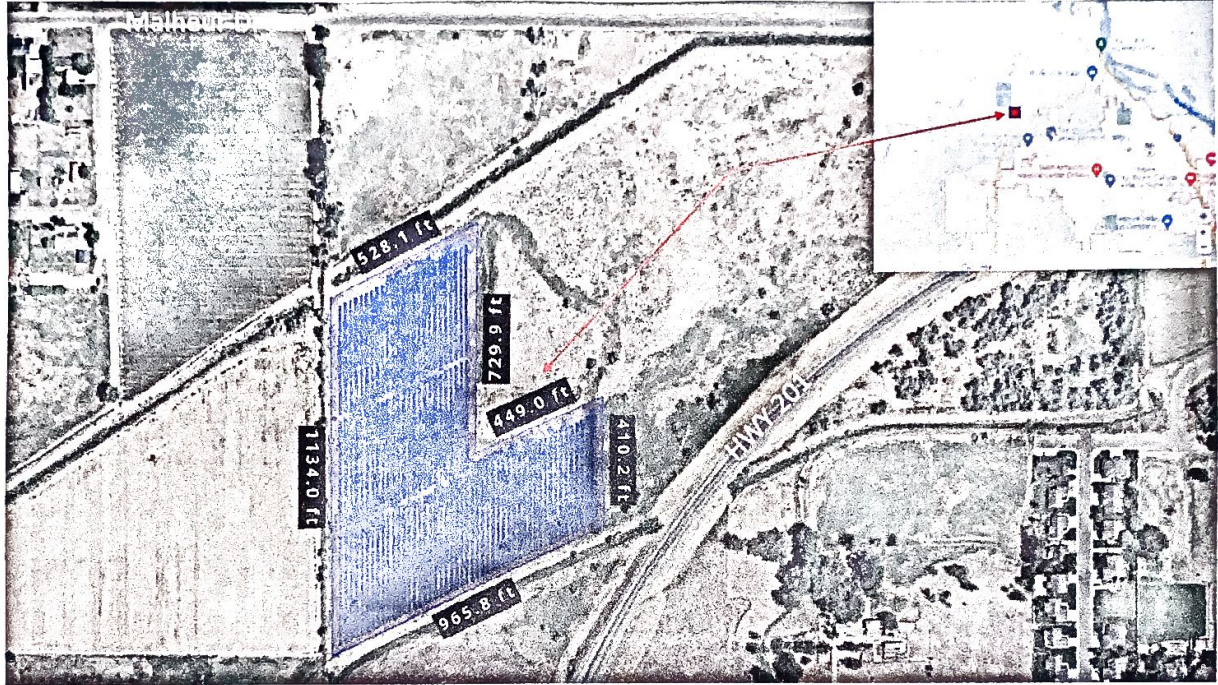
Exhibit A:

The following Idaho Power rate schedules are eligible for subscription:

Rate Schedule	Schedule Description	CSP Customer Type
01	Residential Service	Residential
05	Residential Service Time-of-Day Pilot Plan	Residential
07	Small General Service	Small Commercial
09	Large General Service	Large comm./Ind./Irr.
19	Large Power Service	Large comm./Ind./Irr.
24	Agricultural Irrigation Service	Large comm./Ind./Irr.

Exhibit B:

Project Location: 1900 Malheur Dr, Ontario, OR





RESOLUTION #2021-140

A RESOLUTION AUTHORIZING CITY STAFF TO PARTNER WITH FLEET DEVELOPMENT TO RESEARCH, DRAFT, AND SUBMIT AN APPLICATION FOR THE OREGON COMMUNITY RENEWABLE ENERGY PROGRAM ON BEHALF OF VERDE LIGHT COMMUNITY SOLAR PROJECT TO BRING COMMUNITY ENERGY BENEFITS AND COST SAVINGS TO ONTARIO

- WHEREAS:** Fleet Development proposes a partnership with the City of Ontario to apply for \$1 million in funding for the Verde Light Community Solar Project; and
- WHEREAS:** The City of Ontario is an eligible applicant and qualifying community as a rural community less than 500,000 in population and as an otherwise disadvantaged community; and
- WHEREAS:** The City can enable a community solar project; and
- WHEREAS:** The city can receive discounted electricity costs for eligible City power accounts; and
- WHEREAS:** For its efforts as a grant applicant, the City would receive a funding fee up front from grant proceeds for processing the application and passing the funds through to the project; and
- WHEREAS:** The community solar program limits Idaho Power's community solar project capacity to just 3.28 megawatts and the Verde Light project is allocated most of this capacity at 2.95 megawatts.

NOW THEREFORE BE IT RESOLVED, that the City Council of Ontario authorizes its staff to work with Fleet Development to research, draft, and submit an application for the Oregon Community Renewable Energy Program; and

BE IT FURTHER RESOLVED, that staff will return to the City Council for approval of any financial commitment on behalf of the city.

PASSED AND ADOPTED by the City Council of the City of Ontario this 14th day of December 2021, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 14th day of December 2021.

ATTEST

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS**
December 14, 2021

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: OPIOID LAW SUIT SETTLEMENT OPT-IN

DATE: December 10, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL AUTHORIZE THE CITY MANAGER TO EXECUTE DOCUMENTS ALLOWING THE CITY OF ONTARIO TO OPT INTO THE SETTLEMENT OF THE OPIOID LAW SUIT.

SUMMARY:

Attorneys representing the State of Oregon and its largest municipalities held a meeting on December 10, 2021 requesting all cities to opt into the settlement with the opioid pharmaceutical companies. The ability to opt in to the settlement will not be available until later this month, but it must be done before January 2, 2022. It will be done digitally to a city representative.

BACKGROUND:

After years of negotiations, two proposed nationwide settlement agreements have been reached that would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen, and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson. The proposed settlements require distributors and Janssen to pay billions of dollars to abate the opioid epidemic. Distributors will pay up to \$21 billion over 18 years and Janssen will pay up to \$5 billion over no more than 9 years. Up to \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impact of the opioid crisis.

States were first required to opt in to the settlement. Oregon joined both settlements. Second, the political subdivisions within each participating state must then decide whether to participate in the settlements. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds.

CURRENT SITUATION:

Cities participated in a call on December 10 with an update on the process. City representatives were told that the settlement was close and the second action needed, for cities to opt in, is scheduled to be done by January 2, 2022. As you can imagine, this caught a lot of communities off guard. Some were not meeting again until the new year. Fortunately, we heard this in time to prepare the decision for our December meeting.

ANALYSIS:

- A. **STRATEGIC PLAN** No strategic plan impact.
- B. **FINANCIAL** The City of Ontario's share of the settlement is expected to be \$329,729. It is my understanding it will be distributed over a period of 20 years. We have not yet been notified of the date of disbursement.
- C. **TIMING** The state needs each city to authorize an agenda to agree to participate in the settlement by January 2, 2022.
- D. **POLICY/LEGAL** The Council must authorize an agent of the city to complete the electronic signatures to opt into the settlement prior to January 2, 2022.

ALTERNATIVES:

Take No Action: The City will not have a right to the settlement amount. The state will receive less revenue for each locality that does not register.

RECOMMENDATION:

Staff recommends the City Council authorize the City Manager to complete the necessary documentation to opt-in to the settlement agreement at the appropriate time.

ATTACHMENTS:

- 1. Ltr_City of Ontario_Opioid Settlement Overview_10 7 2021
- 2. DRAFT State of Oregon Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement (0051966

National Opioids Settlements
P.O. Box 43196
Providence, RI 02940-3196



RECEIVED
10/09/2021

NPD

59



122810018634

Postal Service: Please do not mark barcode

NPD AE-631-244

Adam Brown, City Manager Ontario City Hall

444 SW 4th Street

Ontario, OR 97914

TO LOCAL POLITICAL SUBDIVISIONS:

IMPORTANT INFORMATION ABOUT THE NATIONAL OPIOID SETTLEMENT.

SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE.

THE DEADLINE FOR PARTICIPATION TO MAXIMIZE SETTLEMENT BENEFITS IS JANUARY 2, 2022.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.

SETTLEMENT OVERVIEW

After years of negotiations, two proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, “Janssen”).

The proposed Settlements require the Distributors and Janssen to pay billions of dollars to abate the opioid epidemic. Specifically, the Settlements require the Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than 9 years, for a total of \$26 billion (the “Settlement Amount”). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states’ and subdivisions’ lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids.

Each of the proposed Settlements has two key participation steps. First, each state decides whether to participate in the Settlements. Oregon has joined both Settlements. Second, the subdivisions within each participating state must then decide whether to participate in the Settlements. Generally, the more subdivisions that participate, the greater the amount of funds that flow to that state and its participating subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds.

This letter is part of the formal notice required by the Settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

You are receiving this letter because Oregon has elected to participate in both of the two national Settlements against (1) the Distributors, and (2) Janssen, and your subdivision may participate in the Settlements. This notice is being sent directly to subdivisions and also to attorneys for subdivisions that we understand are litigating against these companies. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlements.

WHERE CAN YOU FIND MORE INFORMATION?

This letter is intended to provide a brief overview of the Settlements. Detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state. This website will be supplemented as additional documents are created.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

You must go to the national settlement website to register to receive in the coming weeks and months the documentation your subdivision will need to participate in the Settlements (if your subdivision is eligible). All required documentation must be executed and submitted electronically through the website and must be executed using the “DocuSign” service. As part of the registration process, your subdivision will need to identify, and provide the email address for, the individual who will be authorized to sign formal and binding documents on behalf of your subdivision.

Your unique Subdivision Registration Code to use to register is: Z2NG1Z

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN EACH STATE?

The settlement funds are first divided among the participating states according to a formula developed by the Attorneys General that considers population and the severity of harm caused by the opioid epidemic in each participating state. Each state’s share of the abatement funds is then further allocated within each state according to agreement between the state and its subdivisions, applicable state allocation legislation, or, in the absence of these, the default provisions in the agreements.

Many states have or are in the process of reaching an agreement on how to allocate abatement funds within the states. Allocation agreements/legislation and other information about allocation agreements or legislation can be found on the national settlement website. The allocation section of the website will be supplemented as more intra-state allocation arrangements are finalized.

In reviewing allocation information, please note that while all subdivisions may participate in the Settlements, not all subdivisions are eligible to receive direct payments. To promote efficiency in the use of abatement funds and avoid administratively burdensome disbursements that would be too small to add a meaningful abatement response, certain smaller subdivisions do not automatically receive a direct allocation. However, participation by such subdivisions will help maximize the amount of abatement funds being paid in the Settlements, including those going to counties, cities, parishes, and other larger subdivisions in their communities.

To determine your eligibility to receive, directly or indirectly, any of the funds allocated to your state should you elect to participate in the Settlements in which your state participates, you should first visit <https://nationalopioidsettlement.com/> to determine if your state has entered into a state-subdivision agreement or has an allocation statute and/or a statutory trust. If so, then the terms of the state-subdivision agreement, allocation statute, and/or statutory trust (as applicable) will govern your eligibility to receive funds directly or indirectly from the share that is allocated to your state under the national settlement agreements. In some states there will be a proposed state-subdivision agreement that is in the process of being adopted by subdivisions. Any questions concerning the status or terms of the state-subdivision agreement, allocation statute, and/or statutory trust in your state, if applicable, can be directed to the Attorney General's Office.

You may be contacted by the Attorney General's Office with additional information regarding the allocation of settlement funds in Oregon. Subdivisions with representation can expect information from their attorneys as well. We encourage you to review all materials and to follow up with any questions. The terms of these Settlements are complex, and we want to be sure you have all the information you need to make your participation decision.

WHY YOU SHOULD PARTICIPATE

A vast majority of states have joined the Settlements, and attorneys for many subdivisions have already announced support for them. For example, the Plaintiffs' Executive Committee, charged with leading the litigation on behalf of more than 3,000 cities, counties and others against the opioid industry, and consolidated in the national multi-district litigation ("MDL") pending before Judge Dan Aaron Polster in the Northern District of Ohio, recommends participation in these Settlements.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlements, while insufficient to abate the epidemic fully, will allow state and local governments to commence with meaningful change designed to curb opioid addiction, overdose and death;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country, and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities ***as soon as possible***;

Third, if there is not sufficient subdivision participation in these proposed Settlements, the Settlements will not be finalized, the important business practice changes will not be implemented, the billions of dollars in abatement funds will not flow to communities, and more than 3,000 cases may be sent back to their home courts for trial, which will take many years;

Fourth, the extent of participation also will determine how much money each state and its local subdivisions will receive because approximately half of the abatement funds are in the form of "incentive payments," *i.e.*, the higher the participation of subdivisions in a state, the greater the amount of settlement funds that flow into that state;

Fifth, you know first-hand the effects of the opioid epidemic on your community. Funds from these Settlements will be used to commence abatement of the crisis and provide relief to your citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry; and

Sixth, because pills do not respect boundaries, the opioid epidemic is a national crisis that needs a national solution.

NEXT STEPS

These Settlements require that you take affirmative steps to “opt in” to the Settlements. If you do not act, you will not receive any settlement funds and you will not contribute to reaching the participation thresholds that will deliver the maximum amount of abatement funds to your state.

First, register your subdivision on the national settlement website so that information and documents required to participate can be sent to you. You will need the email address of the person who will be authorized to sign on behalf of your subdivision. This is the only action item needed at this time.

Second, have your authorizing person(s) or body begin to review the materials on the websites concerning the settlement agreement terms, allocation and other matters. Develop a list of questions for your counsel or the Attorney General’s Office. In the very near future, your subdivision will need to begin the process of deciding whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process well before the January 2, 2022 deadline to be an initial participating subdivision. Again, the Attorney General’s Office, your counsel, and other contacts within the state are available to discuss the specifics of the Settlements within your state, and we encourage you to discuss the terms and benefits of the Settlements with them.

Third, monitor your email for further communications, which will include a Participation Agreement, Release (where applicable), a model Resolution, and instructions on executing and submitting electronically using DocuSign.

We urge you to view the national settlement website at your earliest convenience. Information and documents regarding the national Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com>.

**State of Oregon Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds – Distributor Settlement**

DRAFT

12.9.2021

**For Distribution to Local
Governments**

**Rights to Further Edit
Reserved**

1. Introduction

Pursuant to the Distributor Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Distributor Settlement Agreement”), including its Section V and Exhibit O, this agreement (the “OR Distributor Allocation Agreement”) is between the State of Oregon and the OR Participating Subdivisions and governs the allocation, distribution, and use of Settlement Fund payments made to Oregon pursuant to Sections IV and V of the Distributor Settlement Agreement.¹ For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX or X of the Distributor Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Distributor Settlement Agreement, acceptance of this OR Distributor Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

The following terms shall have the meaning set forth below when used in this OR Distributor Allocation Agreement. Additional terms defined within this OR Distributor Allocation Agreement shall have that meaning when used in this OR Distributor Allocation Agreement. In addition, terms used in this OR Distributor Allocation Agreement that are defined in the Distributor Settlement Agreement will have that meaning unless otherwise defined in this OR Distributor Allocation Agreement.

- a) *OR Participating Subdivision* means a governmental entity listed on Exhibit A to this Agreement, and any Additional Participant who becomes entitled to a share of the OR Subdivision Funds as described in Section 4(c)(ii) below.
- b) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.
- c) *Litigating Special District* means a school district, fire protection district, health authority, health plan, or other special district that has filed a lawsuit against an Opioid Defendant.
- d) *Litigating Local Government* means a Subdivision located in Oregon, other than a Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of Oregon, against one or more Opioid Defendants prior to October 1, 2020.
- e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., Amerisource Bergen Corporation, and McKesson Corporation) named in a

¹ A parallel but separate agreement (the OR Janssen Allocation Agreement”) will govern the allocation, distribution, and use of settlement fund payments under the Janssen Settlement Agreement. An eligible Subdivision may elect to

participate in either the Distributor Settlement or the Janssen Settlement, or in both.

lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

- f) *State of Oregon* or *State* has the same meaning as “Executive Department” as set forth in ORS 174.112, but does not include the Oregon State Treasurer or the Office of the Oregon State Treasurer. When used in any provision of this OR Distributor Allocation Agreement the term *State of Oregon* or *State* means, as the context requires, an agency, department, division, board, commission or other entity within the Executive Department that has the authority to undertake the obligations or receive the benefit of the particular provision.
- g) *Oregon* means the geographic territory of Oregon and the state and its local governments therein.
- h) *Approved Abatement Uses* means the Opioid Remediation activities described in Exhibit E to the Distributor Settlement Agreement.
- i) *Litigating Local Governments* means the Counties of Clackamas, Clatsop, Columbia, Coos, Curry, Jackson, Josephine, Lane, Multnomah, Washington, Yamhill, and the City of Portland.

3. General Terms

This OR Distributor Allocation Agreement is subject to the requirements of the Distributor Settlement Agreement, as well as applicable law. If the terms of this OR Distributor Allocation Agreement conflict with the terms of the Distributor Settlement Agreement the terms of the Distributor Settlement Agreement will take precedence over the inconsistent provisions of this OR Distributor Allocation Agreement.

Pursuant to Section V(D)(1) of the Distributor Settlement Agreement, (a) all Settlement Fund payments will be used for Approved Abatement Uses, except as allowed by Section V(B)(2) of the Distributor Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Approved Abatement Uses consistent with the Distributor Settlement Agreement.

4. Allocation of Settlement Funds

- a) **Allocation Generally.** The total Settlement Fund payments made to Oregon pursuant to the Distributor Settlement Agreement (the “Oregon Settlement Amount”) shall be combined pursuant to this OR Distributor Allocation Agreement and 45% of such Settlement Funds shall be allocated to the State of Oregon (such funds, the “OR State Funds”) and 55% of such Settlement Funds to the OR Participating Subdivisions (such funds, the “OR Subdivision Funds”).
- b) **State of Oregon Allocation**
 - i. For purposes of this OR Distributor Allocation Agreement “Enabling Legislation” means legislation passed by the Oregon Legislative Assembly and presented to the Oregon Governor for signature, that establishes the authority within the State of Oregon

to accept, administer, and expend the State of Oregon Allocation, and addresses other matters related to this OR Distributor Allocation Agreement. It is the intent of the Parties that the Enabling Legislation will provide, without limitation, that:

1. The State of Oregon Allocation will be deposited in a Prevention, Treatment and Recovery Fund (the “PTR Fund”), overseen by a board (the “PTR Board”), which shall be used by the State for future Approved Abatement Uses as follows:
 - (ii) Administration of the PTR Fund and PTR Board;
 - (iii) Development of a unified and evidence-based state system for collecting, analyzing and publishing data about the availability and efficacy of substance use prevention, treatment and recovery services across the state; and
 - (iv) Funding statewide and regional Approved Abatement uses.
 2. The PTR Board is constituted and authorized so that the State and OR Participating Subdivisions shall have equal representation and voting power on the PTR Board, whether directly or by designated representatives.
 3. Releases any potential claims by all local governments or local service districts, as those terms are defined in ORS 174.116, and special government bodies, as defined in ORS 174.117, that have not previously provided a release consistent with the release described in Section 9 of this OR Distributor Allocation Agreement.
- ii. The OR State Funds will be accepted, administered, and spent in accordance with the Enabling Legislation (as defined in Section 4(b)(i) above). The Parties, including the State of Oregon, agree that they will cooperate in drafting and promoting the passage of the Enabling Legislation. Until the Enabling Legislation becomes law, the OR State Funds shall be deposited in the Oregon Department of Justice’s Client Trust Account and may be expended or distributed by the Oregon Department of Justice for Approved Abatement Uses.

c) OR Subdivision Allocation

- i. The OR Subdivision Allocation will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible to receive Settlement Funds, based on population or litigation status, to become a OR Participating Subdivision. The percentage for each OR Participating Subdivision is set forth in Exhibit A in the column entitled “Abatement Percentage” (the “Local Allocation”). For the avoidance of doubt, Litigating Special Districts and non-litigating Oregon towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of OR Subdivision Funds.

- ii. If the Parties agree to pursue a release consistent with Section 9 of any additional local governments or local service districts, as those terms are defined in ORS 174.116, or special government bodies, as defined in ORS 174.117 (an “Additional Participant”) where such release is advantageous to the Parties in order to maximize the amount of Settlement Funds available to Oregon under the Distributor Settlement Agreement, and such Additional Participants condition its release on receiving an allocation of Settlement Funds due to Oregon, the amount allocated to the Additional Participant will be deducted from the OR Subdivision Funds in an amount agreed to by a number of OR Participating Subdivisions whose share of the OR Subdivision Funds represents 50% or more of the OR Subdivision Funds. Upon such agreement and the execution of a release by the Additional Participant consistent with Section 9, then the OR Subdivision Funds will be reallocated in accordance with the agreement.
- iii. An OR Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes an OR Participating Subdivision, and will receive payments as provided in the Distributor Settlement Agreement.
- iv. An OR Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes an OR Participating Subdivision. The Local Allocation share for a city that is an OR Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is an OR Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for Approved Abatement Uses in that city but will become part of the county’s share of the OR Subdivision Allocation, which will be used in accordance with Section 4.B.ii (Use of OR Subdivision Funds) and reported on in accordance with Section 4.B.iii (OR Funds Oversight).
- v. A city within a county that is an OR Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this OR Distributor Allocation Agreement, the City of Portland will be deemed to have elected direct payment if it becomes a Participating Subdivision.
- vi. The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become an OR Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become an OR Participating Subdivision.
- vii. Funds received by an OR Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Distributor Settlement Agreement and this OR Distributor Allocation Agreement shall be transferred to the PTR Fund (or equivalent fund created by the Enabling Legislation) or, if the Enabling Legislation has not become law, to the fund referenced in Section 4(b)(ii) provided however, that OR

Participating Subdivisions have seven years from receipt of funds to expend or encumber OR Subdivision Funds designated to support capital outlay projects before they must be transferred to the State.

- viii. One hundred percent (100%) of Settlement Funds received by an OR Participating Subdivision that is not also a Litigating Local Government shall be used for Approved Abatement Uses.
- ix. At least ninety five percent (95%) of Settlement Funds received by an OR Participating Subdivision that is also a Litigating Local Government shall be used for Approved Abatement Uses. Up to five percent (5%) of the funds received by a Participating Subdivision that is also a Litigating Local Government may be used for opioid related expenses including opioid related litigation costs and fees for in-house and outside private counsel, subject to any limitations set forth in the Distributor Settlement Agreement.
- x. For the avoidance of doubt, and subject to the requirements of the Distributor Settlement Agreement and applicable law, OR Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Approved Abatement Uses funded from the OR Subdivision Fund. Further, provided that OR Subdivision Funds are used for Approved Abatement Activities, a county and any cities or towns within the county may agree to reallocate their respective shares of the OR Subdivision Fund among themselves, provided that any direct distribution may only be to an OR Participating Subdivision and any OR Participating Subdivision must agree to its share being reallocated.
- xi. Each OR Participating Subdivision is responsible for obtaining necessary budget or expenditure authority under applicable law for its distribution or expenditures of OR Subdivision Funds in accordance with this OR Distributor Allocation Agreement.

d) Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) (“MDL Fees Order”) in the National Prescription Opiate Litigation (MDL No. 2804) “cap[ping] all applicable contingent fee agreements at 15%.” Private counsel representing Litigating Local Government should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement.

A Litigating Local Government may separately agree to use its share of the OR Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel (“State Back-Stop Agreement”), pursuant to Exhibit R, section I(R), of the Distributor Settlement Agreement and the MDL Fees Order, so long as such contingency fee for a Litigating Local Government do not exceed a total contingency fee greater than 12% of the Litigating Counties proportional allocation of 50% of the Oregon Settlement Amount, pursuant to the Distributor Settlement Agreement and, provided further, the Oregon State Back-Stop amount for the Litigating County does not exceed the sum of \$2,500,000, inclusive of contingency fees from the national Attorney Fee Fund and the State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Litigating Local

Governments must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments. An example of the calculation of Back-Stop Fees is set forth in Exhibit C.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Exhibit B may be entered into by a Litigating Local Government, private counsel, and the Oregon Department of Justice. The Oregon Department of Justice shall, upon the request of a Litigating Local Government, execute any agreement executed by a Litigating Local Government and its private counsel if it is in the form of Exhibit B. The Oregon Department of Justice will also consider requests from Litigating Local Governments to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this Distributor Settlement Agreement does not require a Litigating Local Government to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of Oregon or any of its agencies or officers, including without limitation the Oregon Department of Justice or the Oregon Attorney General.

e) Additional Costs

Each OR Participating Subdivision may contribute up to 5% of its share of the OR Subdivision Funds to pay opioid related expenditures such as unreimbursed administrative expenses, costs, professional fees and attorney fees of outside legal counsel and in-house legal counsel employed by the OR Participating Subdivisions (collectively, “Additional Costs”). Each OR Participating Subdivision is responsible for determining the amount of its share of the OR Subdivision Funds it uses to pay Additional Costs (subject to the limit in the previous sentence and as set forth below), and which Additional Costs it chooses to pay.

The Additional Costs may only be used to consistent with the Distributor Settlement Agreement, and pursuant to the August 6, 2021, order by Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributor Settlement Agreement and their counsel. In addition, to the extent the Additional Costs are used to pay the attorney’s fees of outside counsel for a Litigating County, the cumulative amount of such fees paid to such outside counsel pursuant to a Back-Stop Agreement entered into under Section 4(d) and paid as Additional Costs may not exceed 15% of the Litigating County’s proportional allocation of 50% of the Oregon Settlement Amount.

Each OR Participating Subdivision that pays Additional Costs pursuant to this Section 4(e) shall report such payments as required by the Distributor Settlement Agreement and this OR Distributor Allocation Agreement.

Neither the State of Oregon, including the Oregon Department of Justice, nor the Oregon Attorney General shall have any responsibility for any Additional Costs, and shall have no

responsibility or authority to resolve any disputes among the OR Participating Subdivisions, private counsel of the Litigating Counties, or any other parties with respect to any claims for payment of Additional Costs.

5. State and Subdivision Reporting and Oversight

- a) Prior to July 1st of each year until including the July 1st following the date that the Settlement Funds are fully expended, or as otherwise required by any Court Order, each OR Participating Subdivision receiving payment of OR Subdivision Funds under this OR Distributor Allocation Agreement shall deliver an annual report to the Oregon Department of Justice, to the attention of the Deputy Attorney General (as of the Effective Date, to Lisa Udland, Deputy Attorney General, at lisa.udland@state.or.us) regarding how it intends to expend, and how it did expend, its share of OR Subdivision Funds. The Oregon Department of Justice may share those reports with the PTR Board (or its equivalent as established by the Enabling Legislation) and other State entities to ensure expenditures of OR Subdivision Funds were made and will be made in accordance with the Distributor Settlement Agreement and this OR Distributor Allocation Agreement. Each report delivered under this Section 5(a) will also include a certification that all Settlement Funds received by the OR Participating Subdivision have been used in compliance with the Distributor Settlement Agreement and this OR Distributor Allocation Agreement. Each annual report will be in substantially the form determined by the State.
- b) Participating Subdivisions receiving payments of OR Subdivision Funds shall deliver to the State any documents reasonably requested by the State, and any data or information reasonably requested by the State about the use of the OR Subdivision Funds received, including documents, data, or information about OR Participating Subdivision or third-party programs, services, or infrastructure projects receiving the OR Subdivision Funds.
- c) The State will prepare an annual written report regarding the use of Settlement Funds allocated to Oregon until those funds are fully expended and for one year thereafter. These reports will be made publicly available by the State.
- d) The State, the PTR Board (or its equivalent as established by the Enabling Legislation) and all OR Participating Subdivisions receiving OR Subdivision Funds will track all deposits and expenditures. Each OR Participating Subdivision is responsible solely for the OR Subdivision Funds it receives. A county is not responsible for oversight, reporting, or monitoring of OR Subdivision Funds received by a city within that county that receives direct payment.
- e) Each Litigating Local Government receiving OR Subdivision Funds will track all deposits and expenditures, as required by the Distributor Settlement Agreement and this OR Distributor Allocation Agreement. Among other things, Litigating Local Governments using monies from the OR Subdivision Fund for purposes that do not qualify as Approved Abatement Uses must identify and include in their annual report delivered pursuant to Section 5(a), the amount of and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Distributor Settlement Agreement, such information must also

be reported to the Settlement Fund Administrator and the Distributors.

- f) In each year in which the State prepares an annual report the State will also host a public meeting to discuss the annual report and the Approved Abatement Uses being carried out by the State and OR Participating Subdivisions.

6. Audits

- a) If the State has a reasonable basis to suspect that an OR Participating Subdivision's use of OR Subdivision Funds is inconsistent with the Distributor Settlement Agreement or this OR Distributor Allocation Agreement, whether through review of annual reports, requests for information, or information acquired from any other sources, State shall send a request to meet and confer with the OR Participating Subdivision. The State and the OR Participating Subdivision shall meet and confer in an effort to resolve the apparent inconsistency.
- b) If the State and the OR Participating Subdivision are unable to reach a mutually acceptable resolution, the State may conduct an audit of the OR Participating Subdivision's use of the OR Subdivision Funds commencing any time within one year of the initial request to meet and confer, unless the State and the OR Participating Subdivision mutually agree in writing to extend the period during which they attempt to resolve the conflict beyond this one year period. The State may conduct the audit itself, or may engage third parties to conduct such audit
- c) If the State, following the discussions referenced in Section 6(a) or the completion of the audit referenced in Section 6(b), determines that the OR Participating Subdivision's use of OR Subdivision Funds is inconsistent with the Distributor Settlement Agreement or this OR Distributor Allocation Agreement, the State may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of the Distributor Settlement Agreement or this OR Distributor Allocation Agreement.
- d) No audit may be commenced under Section 6(b), and no motion or action may be brought under Section 6(c), related to a specific expenditure of funds more than five years after the date on which the OR Participating Subdivision expenditure of the funds was last reported to the State in an annual report submitted pursuant to Section 6(a).
- e) Notwithstanding the foregoing, this OR Distributor Allocation Agreement does not limit the statutory or constitutional authority of the State of Oregon or a local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

7. Medicaid Clawback

If the federal government determines that it is entitled to a portion of the Settlement Funds pursuant to a Medicaid clawback, then payment of Oregon share of the clawback to the federal government will first be deducted from the Oregon Settlement Amount prior to the distribution of the remaining Settlement Funds due to Oregon pursuant to

Section 4 of this Agreement. To the extent any such Medicaid clawback attempts to recoup Settlement Funds already distributed pursuant to this Section 7, then future distributions of OR Subsidiary Funds will be reduced, and distributions of OR State Funds will be increased until such time as the total amount Settlement Funds distributed accounts for the Medicaid clawback as set forth in this Section 7. State Back Stop funds are excluded from any Medicaid Clawback of Oregon funds.

8. Applicability

This OR Distributor Allocation Agreement applies to all funds received by Oregon for the McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J") settlements. In addition, the allocation percentage contained herein (45% to the State of Oregon, 55% to OR Subdivision Fund), shall apply to future multistate Opioid Settlements with Distributors, Manufacturers, and Pharmacies, subject to consideration of other terms of such settlements that impact allocation considerations. For the Purdue bankruptcy, the allocation of Settlement Funds set forth in Section 4 shall only apply to Oregon's share of Settlement Funds under the plan confirmed by Judge Drain on September 17, 2021. However, any additional amounts paid under the Purdue bankruptcy resulting from Oregon and other states' appeal of the that plan's confirmation shall be paid directly to the State of Oregon, and any such additional amounts shall not be included in the calculation of the amount of the OR State Funds due to the State of Oregon under Section 4. In addition, this OR Distributor Allocation Agreement and allocation percentages described in Section 4 shall not apply to any legal actions pursued by or settled by the State of Oregon as an individual state.

9. Releases

All Parties agree to release all claims as required to participate in the Distributor Settlement Agreement as set forth in the Distributor Settlement Agreement. Each Party shall exercise due diligence, seek all necessary authorizations, and take all necessary steps to complete such release.

10. Miscellaneous

- a) **Enforcement.** The State or any OR Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this OR Distributor Allocation Agreement. Before filing such a motion or action the Party intending to file the motion or action will meet and confer with the Party that is or will be the subject of the anticipated motion or action.
- b) **No Intended Third Parties.** Except as provided in the Distributor Settlement Agreement, this OR Distributor Allocation Agreement is not enforceable by any party other than the State and the OR Participating Subdivisions. There are no intended third party beneficiaries to this OR Distributor Allocation Agreement, and this OR Distributor Allocation Agreement does not confer any rights or

remedies upon, and shall not be enforceable by, any person, legal entity, or public body that is not a Party to this OR Distributor Allocation Agreement.

- c) **Severability.** Except as provided in the OR Distributor Allocation Agreement, if any provision of this OR Distributor Allocation Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this OR Distributor Allocation Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this OR Distributor Allocation Agreement will be valid and enforceable to the fullest extent permitted by law. In the event any provision or part of this OR Distributor Allocation Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
- d) **Additional Litigation.** Nothing in this OR Distributor Allocation Agreement alters or is intended to alter or change the right of the State of Oregon or any OR Participating Subdivision to pursue its own claims against any Defendant through separate opioid-related litigation.
- e) **Waiver of Conflict of Interest.** Consistent with the intent of this Agreement, there is no conflict of interest in Counsel representing the State of Oregon and/or Participating Subdivisions to this Agreement, but to the extent Counsels' representation may constitute a conflict of interest, the Parties waive any potential conflict of interest.
- f) **Construction.** With regard to each and every term and condition of this OR Distributor Allocation Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared and drafted. If at any time the Parties or any court, mediator, arbitrator, or arbitration panel, are required to interpret or construe any such term or condition, no consideration shall be given to the issue of which Party actually prepared, drafted or requested any term or condition thereof.
- g) **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes and cancels all previous negotiations and agreements, if any.
- h) **Amendments.** Any and all amendments to this Agreement must be in writing and must be signed by all Parties. Each Party that enters into this OR Distributor Allocation Agreement represents that it has authority to enter into this OR Distributor Allocation Agreement and that all necessary actions by the Party's respective Commissions, Councils, Boards, or other governing bodies have authorized the Party to enter into this OR Distributor Allocation Agreement.
- i) **Legal Advice.** Each Party to this OR Distributor Allocation Agreement

acknowledges that is has been advised to seek legal counsel and has had the opportunity to have this Agreement reviewed by legal counsel.

- j) **Governing Law.** Except as provided in the Distributor Settlement Agreement, this agreement shall begoverned by and interpreted in accordance with the laws of the State of Oregon.

EXHIBIT A

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Litigating Local Government Percentage column may change pursuant to Section 4.C. of the Oregon State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Distributor Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled “Abatement Percentage,” pursuant to Section 4.B.e., the State of Oregon will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled “Litigating Local Government Percentage,” payments allocated to a Litigating Local Government, which is not an Initial Participating Subdivision, will be re-allocated among the Litigating Local Governments that are Initial Participating Subdivisions.

Regarding the column herein entitled “Abatement Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the Oregon Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled “Litigating Local Government Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the Oregon Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled “Weighted Allocation Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Litigating Local Government Percentage.

EXHIBIT B
OREGON-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributors Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the Oregon Department of Justice, on behalf of the State of Oregon, are entering into this Oregon-Subdivision Backstop Agreement (Backstop Agreement). Terms used herein have the meaning set forth in the Distributor Settlement Agreement or this OR Distributor Allocation Agreement, as applicable.

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Expenses and Costs) of the Distributor Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Distributor Settlement Agreement and the OR Distributor Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Distributor Settlement OR Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of the lesser of \$2,500,000 or a PERCENTAGE NOT TO EXCEED 12% of [SUBDIVISION'S] proportional allocation of 50% of the Oregon Settlement Amount.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Distributor Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this Backstop Agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Oregon Department of Justice is executing this agreement solely because the definition of "State Back- Stop Agreement" in Exhibit R of the Distributor Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the Oregon Department of Justice nor the State of Oregon have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any funds of the State of Oregon to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[OREGON DOJ SIGNATURE BLOCK]

EXHIBIT C

Sample Back-Stop Calculation

\$329M = Oregon total allocation

50% = Agreed OR Participating Subsidiaries direct contribution percentage for Back-Stop computation

\$164.5M = Agreed local direct contribution amount for Back-Stop computation

X% = direct allocation percentages for litigating subdivisions as set out in Exhibit G of the Distributor Settlement Agreement

$\$164.5\text{M} \times X\%$ = direct allocation for Litigating Local Governments for purpose of Sample Back-Stop computation

12% = Cap for Back-Stop payment

$(\$164.5\text{M} \times X\%) \times 12\%$ = Maximum total payment to attorneys for Litigating Local Governments from both the national attorney fee fund + Back-Stop payment

$((\$164.5\text{M} \times X\%) \times 12\%) - \8.8M = Back-Stop payment to litigating subdivisions assuming \$8.8M is recovered from the national fund (so long as this Back-Stop payment does not exceed \$2.5 million)



**AGENDA REPORT
NEW BUSINESS**
December 14, 2021

To: Mayor and City Council

FROM: Terry Leighton, Fire Chief

THROUGH: Adam J. Brown, City Manager

SUBJECT: REQUEST FOR EXTENSION #3 OF RURAL BOARD CONTRACT

DATE: December 14, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE EXTENSION #3 OF THE AGREEMENT WITH THE RURAL FIRE PROTECTION BOARD.

SUMMARY:

The City of Ontario needs to negotiate a long-term extension of its contract with the Ontario Rural Fire Protection District. Conducting a review of a staff cost study with a private firm stalled negotiations, but staff is now ready to proceed negotiating, but needs a short-term extension of the contract.

BACKGROUND:

The city has a long-standing relationship with the Ontario Rural Fire Protection District (ORFPD). Essentially, the city shares a fire department with the ORFPD. The district has its own taxing power and elects its own members. They cover approximately 60 square miles of area outside of the Ontario city limits.

The district also provides contracted services to the Snake River Correctional Institute (SRCI). That contract was renewed for a ten-year period and the district recovered additional revenue to serve the fire protection needs of SRCI. That demand for service ultimately impacts the services the city fire department renders to the district. The city's current agreement with the district expired on June 30, 2021; however, Extension #1 was executed July 13, 2021, extending the contract to September 30, 2021. Extension #2 was executed September 28, extending the contract to December 31, 2021.

CURRENT SITUATION:

The immediate need is to have a written extension of the Intergovernmental Agreement (IGA) so that the city and the district still have a formal relationship, and can move forward with negotiations.

ANALYSIS:

- A. **STRATEGIC PLAN** The contract with the Ontario Rural Fire Protection District supports the city's financial stability strategic goal; however, the Council would like the Fire Protection District to support their own operations.
- B. **FINANCIAL** Key to the negotiation of the contract with the Ontario Rural Fire Protection District was the settling of the 3-year negotiation process of the Fire Protection District. That wrapped up in late 2020.

Staff conducted a financial analysis of the Rural Fire District. The City Council asked that an accounting firm, Nichols Accounting Group, validate the study conducted by staff prior to negotiations. That study wrapped up with minor edits made by both staff and Nichols. The study shows that the city is currently subsidizing the rural district fire operations by a significant amount.

- C. **TIMING** The current contract expired on June 30, 2021. Extension #1 was executed in July, extending the time to September 30, 2021. Extension #2 was executed in September, extending the time to December 31, 2021. Staff is requesting approval of Extension #3 for an additional 3-month extension from December 31, 2021 to March 31, 2022 of the IGA to allow for negotiations for a new contract between the City and the Fire Protection District. Since the study is wrapped up with Nichols Accounting, staff is ready to proceed with negotiations.
- D. **POLICY/LEGAL** Authority to approve Intergovernmental Agreements lies with the City Council.

ALTERNATIVES:

Take No Action - Without action, there will be no active agreement with the Ontario Rural Fire Protection District.

RECOMMENDATION:

Staff recommends the City Council approve the requested 3-month extension of the current Intergovernmental Agreement.

ATTACHMENTS:

1. AGMT_CC_Rural Fire Extension #3 Agreement

**EXTENSION #3 TO
AGREEMENT TO PROVIDE FIRE SUPPRESSION AND OTHER SERVICES**

THIS EXTENSION AGREEMENT is entered into this 14th day of December 2021, between the Ontario Rural Fire Protection District No. 7-302 ("District") and the City of Ontario, a municipal corporation ("City").

WHEREAS, on February 3, 1999, City entered into an Agreement to Provide Fire Suppression and Other Services with District, which Agreement was amended by Addendum #1, dated February 22, 2000, by Addendum #2 dated February 20, 2001, by Addendum #3 dated March 7, 2002, by Addendum #4 dated February 4, 2003, by Addendum #5 dated March 1, 2004, by Addendum #6 dated January 18, 2005, by Addendum #7 dated February 6, 2006, by Addendum #8 dated March 5, 2007, by Addendum #9 dated March 3, 2008, by Addendum #10 dated May 7, 2009; by Addendum #11 dated July 1, 2010; and by Addendum #12 dated February 16, 2016, which expired on June 30, 2021.

WHEREAS, the parties, through Extension #1, entered into a three-month extension of the Agreement on July 13, 2021; and through Extension #2, extended that Agreement for an additional three-month period on September 28, 2021.

WHEREAS, the parties, through Extension #3, desire to extend the Agreement for an additional three months.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

The Agreement between the parties based upon Extension #3 is hereby extended through March 31, 2022.

IN WITNESS WHEREOF, this Extension Agreement #3 has been executed as the day and year first above written.

Mayor Riley J. Hill
City of Ontario

Chairman Larry White
Ontario Rural Fire Protection District



**AGENDA REPORT
PUBLIC HEARING
December 14, 2021**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **ORDINANCE #2800-2021: PLANNING ACTION 2021-09-29AZ: A REQUEST BY BILL MILLS OF MML, LLC FOR THE ANNEXATION AND REZONE OF PROPERTY FROM URBAN GROWTH AREA EMPLOYMENT ZONE 2 ACRES (UGA-E-2) TO CITY EMPLOYMENT ZONE 2 ACRES (E-2) TO ALLOW CONNECTION TO CITY SERVICES AND FURTHER DEVELOP THE PROPERTY**

DATE: November 30, 2021

PROPOSED MOTION:

A. APPROVAL:

1. I MOVE THAT THE CITY COUNCIL APPROVE THE FINDING OF FACTS FOR THE ANNEXATION AND REZONE OF THE SUBJECT PROPERTY FROM URBAN GROWTH AREA EMPLOYMENT ZONE 2 ACRES (UGA-E-2) TO CITY EMPLOYMENT ZONE 2 ACRES (E-2), AS SET FORTH IN ACTION 2021-09-29AZ BASED ON THE INFORMATION, FINDINGS AND CONCLUSIONS SET FORTH IN SECTIONS I THROUGH IV OF THIS REPORT.
2. I MOVE THAT THE CITY COUNCIL APPROVE ORDINANCE #2800-2021 A REQUEST FOR ANNEXATION AND REZONE OF THE SUBJECT PROPERTY FROM URBAN GROWTH AREA EMPLOYMENT ZONE 2 ACRES (UGA-E-2) TO CITY EMPLOYMENT ZONE 2 ACRES (E-2), AS SET FORTH IN ACTION 2021-09-29AZ BE RECOMMENDED FOR APPROVAL TO THE CITY COUNCIL, BASED ON THE INFORMATION, FINDINGS AND CONCLUSIONS SET FORTH IN SECTIONS I THROUGH IV OF THIS REPORT ON FIRST READING BY TITLE ONLY.

IF VOTE IS UNANIMOUS:

3. I MOVE THAT THE CITY COUNCIL WAIVE THE SECOND READING OF ORDINANCE #2800-2021 A REQUEST FOR ANNEXATION AND REZONE OF THE SUBJECT PROPERTY FROM URBAN GROWTH AREA EMPLOYMENT ZONE 2 ACRES (UGA-E-2) TO CITY EMPLOYMENT ZONE 2 ACRES (E-2), AS SET FORTH IN ACTION 2021-09-29AZ BE RECOMMENDED FOR APPROVAL TO THE CITY COUNCIL, BASED ON THE INFORMATION, FINDINGS AND CONCLUSIONS SET FORTH IN SECTIONS I THROUGH IV OF THIS REPORT.

B. DENIAL:

1. I REQUEST FOR ANNEXATION AND REZONE OF THE SUBJECT PROPERTY FROM URBAN GROWTH AREA EMPLOYMENT ZONE 2 ACRES (UGA-E-2) TO CITY EMPLOYMENT ZONE 2 ACRES (E-2), AS SET FORTH IN ACTION 2021-09-29AZ BE RECOMMENDED FOR DENIAL TO THE CITY COUNCIL, BASED ON THE INFORMATION, FINDINGS AND CONCLUSIONS SET FORTH IN SECTIONS I THROUGH IV OF THIS REPORT. (NEED TO CHANGE STAFF FINDINGS).

SUMMARY:

The applicant owns a parcel of land known as 17S4733C, tax lot 6701. The applicants wish to annex and rezone the property into the city to connect to city services and further develop the property. This application, if approved, will result in the annexation of 5.00 acres, plus the north half of the right of way for Anthony Yturri Memorial Beltline (being described as all that portion north of the center-line of said Beltline, east of the east right of way of North Verde Drive as annexed in Ordinance

#2757-2019 and southwest of the extension of the north line the above said 5 acre parcel, into the city and a rezone of the property from Urban Growth Area Employment Zone 2 Acres (UGA-E-2) to City Employment Zone 2 Acres (E-2).

BACKGROUND:

This request for annexation and rezone needs a recommendation for approval or rejection from the Planning Commission to the City Council. The Ontario Municipal Code (OMC) designates the Planning Commission as the decision-making body for a request for rezone, without City Council participation. The OMC designates the City Council as the decision-making body for a request for annexation, without Planning Commission participation. State law requires an Ordinance be adopted by the local governing body to accomplish a rezone. The city's governing body is the City Council, and they are the only body that may adopt an ordinance; therefore, a request for rezone should go before the Council for a final decision. Staff feels that the best procedure is to be consistent with state law; therefore, this matter needs a recommendation from the Planning Commission, and then forwarded to the City Council for their decision.

There have been no recent City Planning Commission actions on this property in the past 20+ years that could be found in the planning records other than a city-wide Comprehensive Plan update in 2007. There was a Deferred Improvement Agreement (DIA) done in 2005, filed under County Instrument #2005-8323 to allow for development until such time as city sewer and water are made available to the property. The deferment of the construction to North Verde Drive will stay in place and the building will be connected to city sewer and water as part of the annexation conditions of approval.

CURRENT SITUATION:

The proposed development must comply with applicable provisions of the OCC (City of Ontario Zoning Ordinance as set forth in the Ontario City Code), and the City of Ontario Comprehensive Plan. Generally, unless otherwise noted, if a request is found to be consistent with the Zoning Ordinance it is considered to be consistent with the Comprehensive Plan.

A. Rezone

1. Section 10B-20-30 REQUIRED FINDINGS, DECISION CRITERIA. In preparing findings to support a quasi-judicial zoning map amendment decision, the following findings shall be addressed except when alternatives are set forth or where a required finding clearly does not apply to the current action:

- a. The zoning map amendment is in conformance with statewide planning goals and guidelines.
- b. The zoning map amendment is in conformity with the acknowledged comprehensive plan.
- c. The applicant has demonstrated a mistake or error in the original zone designation, or the applicant has demonstrated a change in physical, social or market conditions generally affecting the area which make the proposed change appropriate.
- d. A public need is demonstrated for this zoning at this location and is not the granting of a special privilege for a single property or small group of properties.
- e. The property affected by the change is adequate in size and shape to facilitate its use and development as permitted under the new zoning classification.
- f. The property affected by the proposed change of zone is properly related to streets and public facilities and with services adequate to meet the demands of the uses allowed in the new zone.
- g. The proposed zoning map change will not result in adverse effects upon surrounding properties or surrounding uses from dust, noise, vibration, odor, heat, glare, lighting, or discharges into the air, water or land.

Findings of fact based on the answers and information given in the application made a part hereof:

- 1. Explain how the proposed zoning map amendment is in conformance with statewide planning goals and guidelines.

When the property was originally zoned UGA E-2 all the statewide planning goals and guide lines were taken into account and this request is staying within these goals and guide lines.

- 2. Explain how the proposed zoning map amendment is in conformance with the Acknowledged Comprehensive Plan.

The rezone is in conformance with the acknowledged plan as the requested rezone is the same as the acknowledge Comprehensive plan, no change is requested.

The acknowledge comprehensive plans shows this land to be zoned UGA E-2 and to be rezoned to City E-2 once annexed. Therefore, guidelines will not be changed or affected by this annexation.

3. As applicant, you must explain how there has been a mistake or error in the original zone designation or a change in physical, social or market conditions generally affecting the area, which makes this proposed zone change appropriate.

There is no error and the requested zone is in compliance with the current City comprehensive plan.

4. As applicant, you must show a public need is demonstrated for this zoning at this location and is not the granting of a special privilege for a single property or small group of properties.

This request is not granting a special privilege and is a requirement of an existing DIA (Deferred Improvement Agreement) to Annex and rezone once City sewer was available to the property. Which is now available.

5. Explain how the property affected by the change, if approved, is adequate in size and shape to facilitate its use and development as permitted under the new zoning classification.

The minimum acreage for the E-2 zone is 2 Acres and the Parcel size is 5 Acres, which meets and exceeds the requirement of the zone requested.

6. Explain how the property affected by the proposed change of zone is properly related to streets and other public facilities and with services adequate to meet the demands of the uses allowed in the new zone. This shall explain how this proposal will not absorb a disproportionate share of public facilities, utilities and general assets.

The existing property and business have access onto N. Verde Drive which is a County road constructed to county standards and will be brought up to city when needed. The property is already served by City water and will be connected to City Sewer in Verde Drive once annexation is approved.

7. Explain how the proposed change in zoning will not result in adverse effects upon surrounding properties or surrounding uses from dust, noise, vibration, odor, heat, glare, lighting, or discharges into the air, water or land.

The requested zone is in compliance to the comprehensive plan and will not adversely affect the surround area the area surround the property is also zoned appropriately with this zone.

Summary Conclusions: Based on the findings above:

a. The City of Ontario Municipal Code Implements policies contained in the City of Ontario Comprehensive Plan, which conforms to the Statewide Planning Goals; generally, if a proposed rezone meets all criteria and standards contained in the OMC, the request will be consistent with Comprehensive Plan Policies and therefore conform to the Statewide Planning Goals. As this proposal meets the criteria in the above section, this proposal is consistent with Statewide Planning Goals. CRITERION IS MET

b. The finding 2 above, show that the request is within goals and conformance of the Acknowledged Comprehensive plan. Therefore, this proposal has demonstrated to be consistent with the Comprehensive Plan. CRITERION IS MET

c. The applicant states in finding 3, that no mistake was made, that the requested zone is required due to annexation into City Limits and matches the planned zoning as per Comprehensive Plan. Therefore, there is no mistake made the findings demonstrates that this criterion is met. CRITERION IS MET

d. The applicant states in finding 4, that request is legally necessary due to the annexation of the property; granting of this request is not a special privilege and no public need has to be demonstrated. The property is UGA Employment zone 2 Acres designated under the Comprehensive Plan so the City Employment zone 2 Acres is in compliance with the Comprehensive Plan. CRITERION IS MET

e. As noted in the findings 5, the subject property exceeds the minimum parcel size of the requested zoning and is of adequate size for future development. CRITERION IS MET

f. As noted in the finding 6 above, the property is properly related to streets and public facilities exists within the public streets and the existing uses and services demonstrate that uses allowed in the proposed zone are provided. CRITERION IS MET

g. The applicant states in the finding 7 above, the zone change will not adversely affect the surrounding area as the current use

is the same use as the proposed zone change which is Employment Zone 2 Acres. The permitted uses are related to low volume traffic and uses which do not lend themselves to the creation to significant amounts of noise or other discharges of dust or odor into the air is uncommon in a residential zone. CRITERION IS MET

Conclusion Rezone: ALL CRITERIA ARE MET

B. Annexation:

1. 10B-45-10 INITIATION OF ACTION. When a person, authorized by statute, wishes to extend the city's boundaries, an application on forms supplied by the city shall be filed with the Planning Director and which include: annexation consent forms, by the property owners, and by tenants if required by law or court decision; request for a change in zoning map designation, or plan change if required; request for other quasi-judicial action if required; fees, and other exhibits and requirements for a quasi-judicial action as set forth in this Title. All land use actions associated with the annexation shall be consolidated, as feasible, and one fee paid.
2. Oregon Revised Statute 222.125: Annexation by consent of all owners of land and majority of electors; proclamation of annexation. The legislative body of a city need not call or hold an election in the city or in any contiguous territory proposed to be annexed or hold the hearing otherwise required under ORS 222.120 when all of the owners of land in that territory and not less than 50 percent of the electors, if any, residing in the territory consent in writing to the annexation of the land in the territory and file a statement of their consent with the legislative body. Upon receiving written consent to annexation by owners and electors under this section, the legislative body of the city, by resolution or ordinance, may set the final boundaries of the area to be annexed by a legal description and proclaim the annexation.

Findings based on the answers and information given in the application made a part hereof:

1. The applicants have paid the fees and provided the proper application with signatures.
2. The property is annexable because it lies inside the Urban Growth Boundary and is contiguous with current city limits along its west boundary (Verde Drive).
3. The property is currently zoned for Employment Zone 2 Acres use in the Urban Growth Area; the requested zone, City Employment Zone 2 Acres (E-2), is consistent with contiguous property.
4. Findings from preceding sections of this report are herein included by this reference. A change to the comprehensive plan map or text is not necessary to annex the property; however, the annexation of the property must be consistent with all applicable Comprehensive Plan Policies.
5. Annexation would benefit the city by increasing tax revenue, and, by providing more City Employment Zone 2 Acres in a highly developable area.

Conclusion: All criteria and standards applicable to a request for annexation have been met. The property may be annexed.

SUMMARY CONCLUSIONS AND PLANNING COMMISSION DECISION

A request a rezone of property may be recommended for approval or denial by the Planning Commission to the City Council if all applicable decision criteria and standards are found met, or able to be met through appropriate conditions of approval. In this case, findings must be made by the Planning Commission that the specific criteria are either met, able to be met through conditions of approval, or not met; options and discussion are provided under "Findings:" and "Conclusion:" for each criterion. All the criteria and standards must be met in order for the request to be recommended for approval.

At the November 8, 2021 Planning Commission meeting, the Planning Commission established and approved the findings of facts and sent a recommendation to the City Council to approve the findings of facts and approve the annexation and rezoning of the property with this report.

ANALYSIS:

- A. **STRATEGIC PLAN** This action is in alignment with the City Council Strategic Plan for Desirability, as the property will be used for employing people, as well as allow for future development of the city, meeting its potential for future growth of the community.
- B. **FINANCIAL** There is no financial impact to the city currently, but it will add tax revenue.
- C. **TIMING** This action is needed as soon as possible so that the lands can be developed and connected to city services.

- D. **POLICY/LEGAL** The proposed development must comply with applicable provisions of the OCC (City of Ontario Zoning Ordinance as set forth in the Ontario City Code), and the City of Ontario Comprehensive Plan. Generally, unless otherwise noted, if a request is found to be consistent with the Zoning Ordinance, it is consistent with the Comprehensive Plan.

An annexation and rezone must be done by an ordinance and the City Council is the final authority for approving a city ordinance.

ALTERNATIVES:

The Planning Commission could table the action until a time certain if more information is needed to make a decision.

RECOMMENDATION:

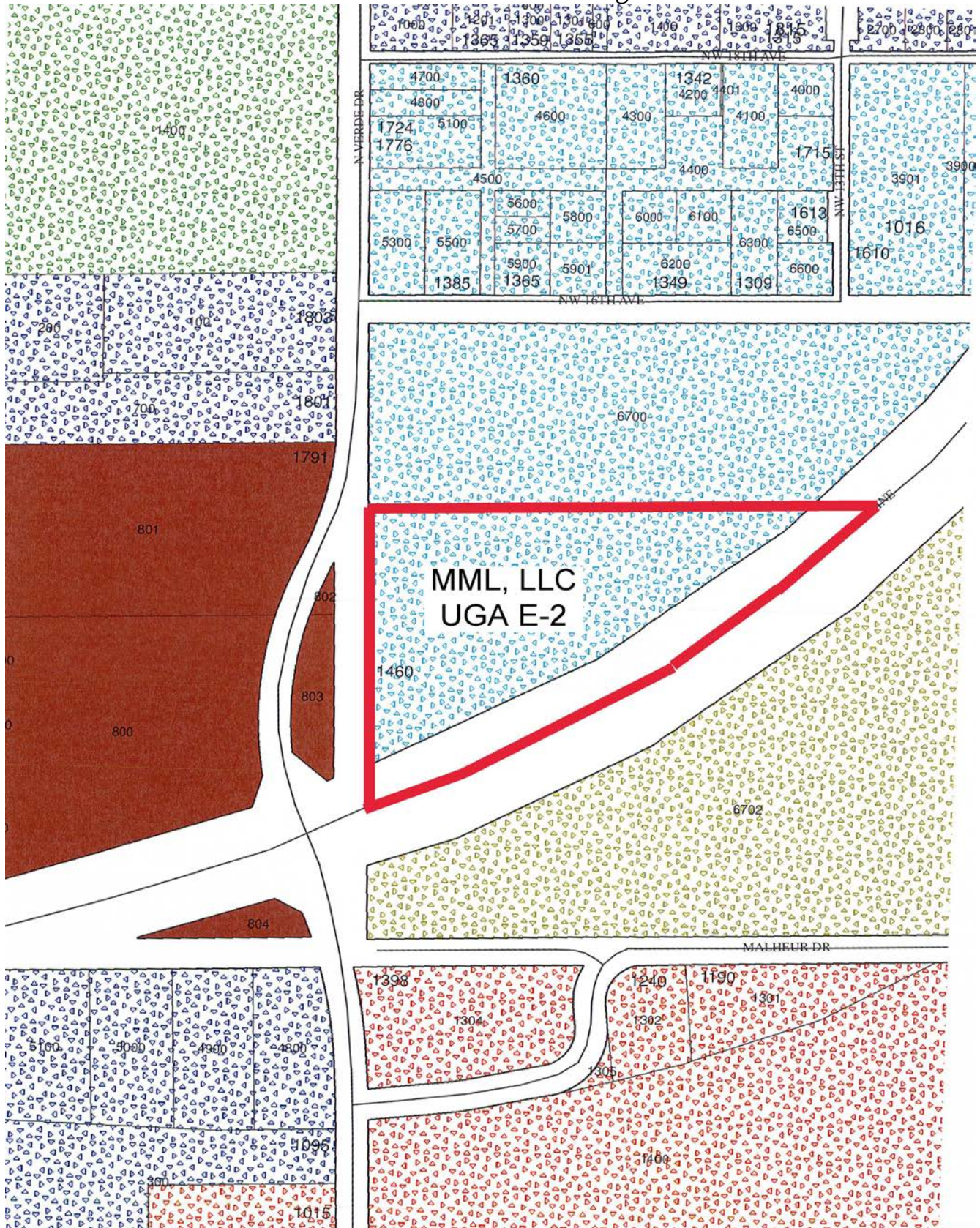
Staff recommends that the City Council approve and adopt the findings of facts as recommended by the Planning Commission to the City Council to approve the annexation and rezone from UGA-Employment Zone 2 Acres to City Employment Zone 2 Acres (E-2) of the subject property and adopt Ordinance #2800-2021.

ATTACHMENTS:

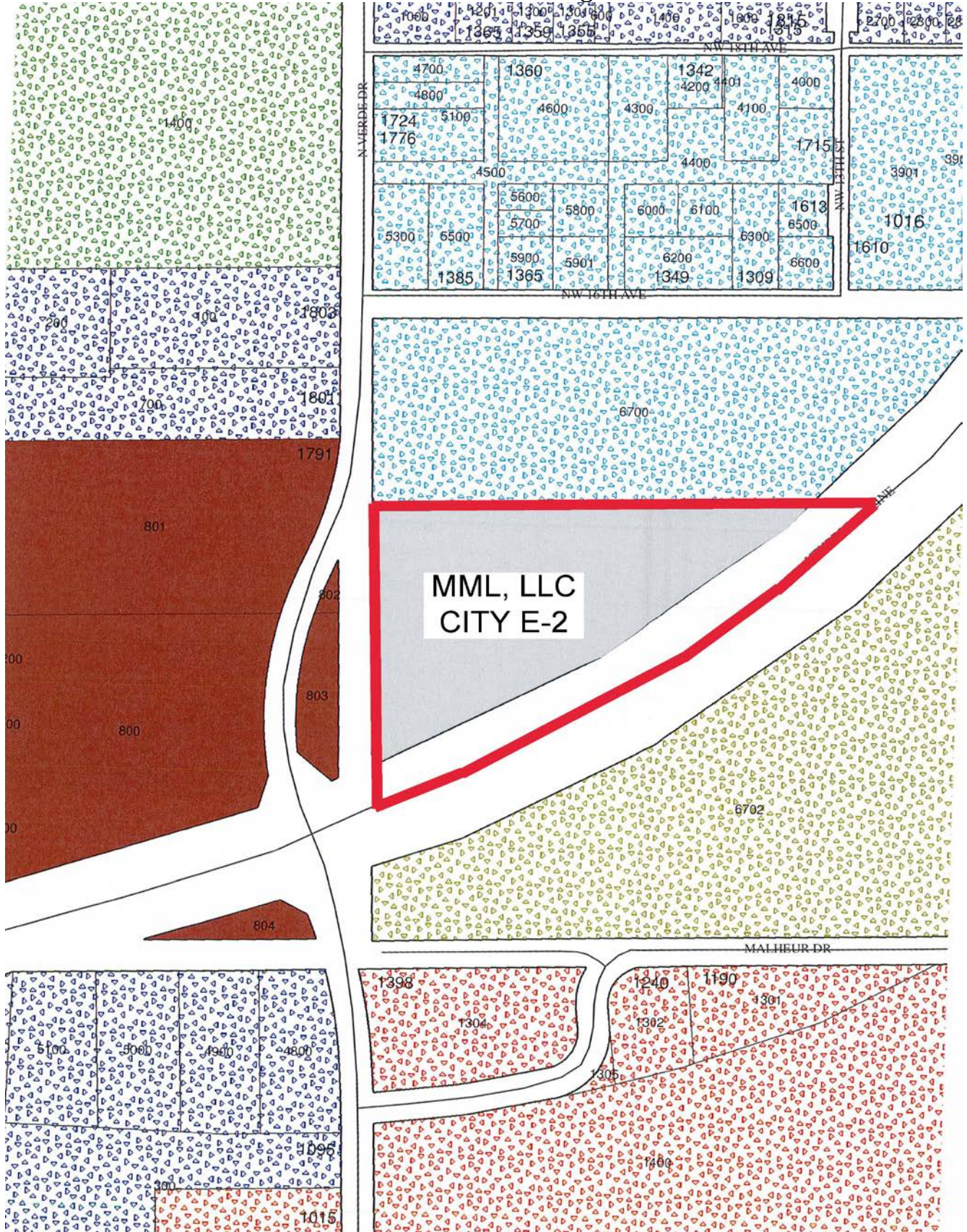
1. Attachment 1 Before rezone
2. Attachment 2 After rezone
3. Attachment 3 Area Map
4. Attachment 4 Rezone Description
5. Attachment 5 Rezone Plat Map
6. Attachment 6 Rezone Tax Map
7. Attachment 7 Ord #2800-2021 Annex & Rezone MML, LLC 2021-09-29AZ

Attachment "1"

Parcel Before Rezoning



Parcel After Rezoning



Attachment "3"



Legend

- 100 ft radius
- Map Index
- MML LLC
- Tax lots within 100' radius from MML LLC

100 FEET RADIUS MAP
MML LLC
Reference #20170

0 200
Feet

Map is prepared for
assessment purposes only

Attachment “4”

Rezone Parcel Description

Exhibit “A”

Property Description

Land in Malheur County Oregon, in Section 33 of Township 17 South, Range 47 East of the Willamette Meridian, being Parcel 2 of Partition Plat 07-13 recorded under Instrument No. 2007-3979, in Cabinet B, Slide 75 on May 29, 2007 in the Malheur County Clerks deed records.

AND all that portion of the right of way of the Tony Yturri Memorial Beltline adjacent to above said Parcel 2 being described as lying north of the centerline of said Beltline right of way, east of the east right of way line of N. Verde Drive as annexed by City Ordinance # 2758-2019, Instrument # 2019-2721 and southwest of the extension of the north line of above said Parcel 2 extended to said centerline.

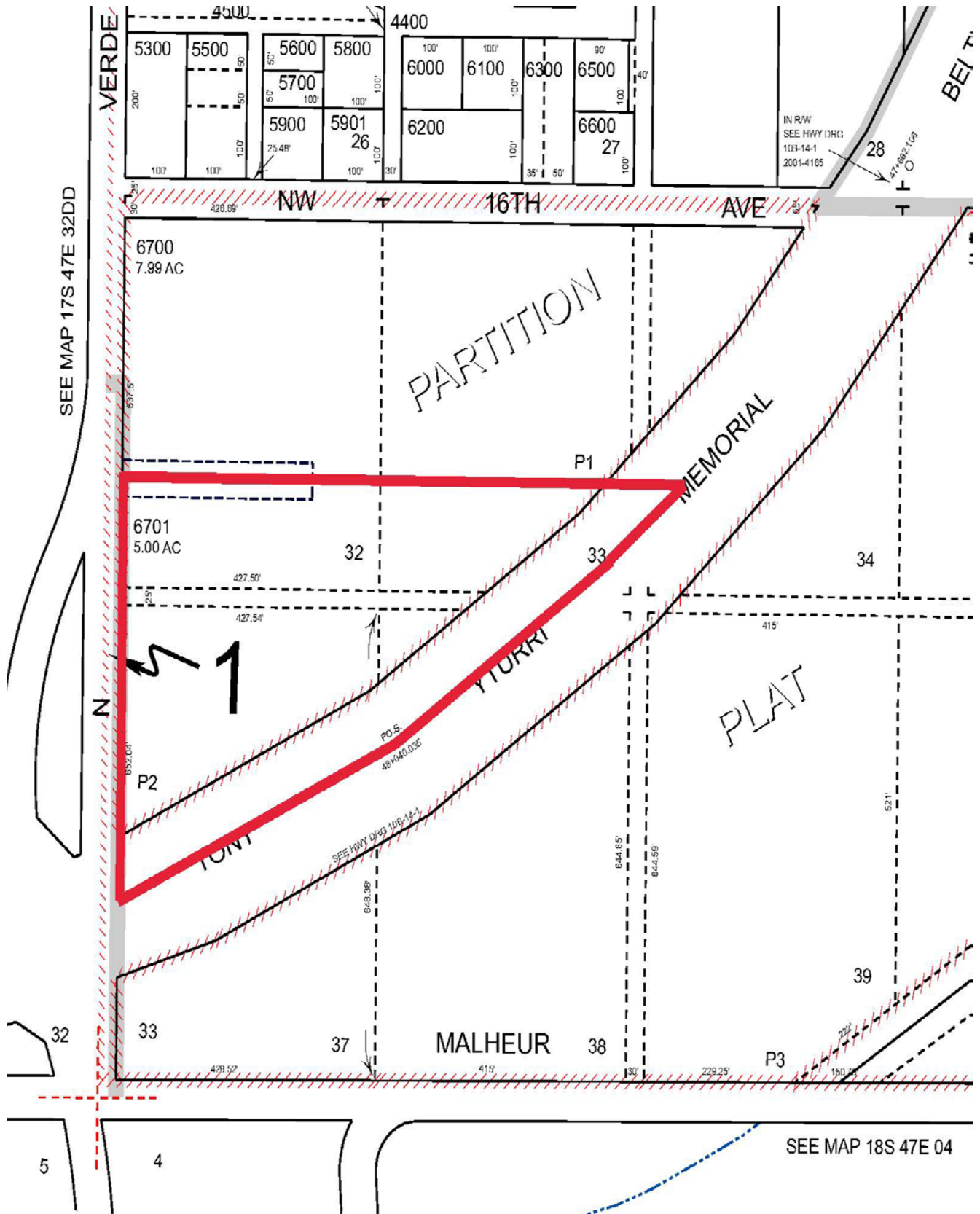
End of Description.

Rezoned Plat Map Parcel 2

[illegible]

Attachment "6"

Rezoned Tax Map





ORDINANCE #2800-2021

AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO FROM URBAN GROWTH AREA EMPLOYMENT ZONE 2ACRES (UGA-E2) TO CITY EMPLOYMENT ZONE 2ACRES (E2), BEING A PARCEL WITHIN THE SW1/4 SW1/4 SECTION 33, TOWNSHIP 17 SOUTH RANGE 47 EAST, W.M..

- WHEREAS,** There has been submitted to the City of Ontario a written request for annexation and rezoning to the city signed by 100% of the owners of land within the affected territory to be annexed; and
- WHEREAS,** All of the owners of land in that territory have consented in writing to the annexation of their land in the territory and have filed a statement of their consent with the legislative body of the city; and
- WHEREAS,** The City Charter and the City Code does not expressly require the city to submit a proposal of annexation of territory to the electors of the city; and
- WHEREAS,** All the owners have requested the lands to be rezoned from UGA Employment Zone 2Acres (UGA E2) to City Employment Zone 2Acres (E2).

NOW THEREFORE, THE CITY OF ONTARIO ORDAINS AS FOLLOWS:

1. Annexation Area. The following contiguous territory be and the same is hereby annexed: The property legally described and mapped in the attached Exhibits “A” and “B” respectively.
2. Rezoning. That based on the Planning Commission findings and recommendation in Planning Action 2021-09-29AZ, the lands as shown and described in the attached Exhibits “A” and “B” be rezoned from UGA Employment Zone 2Acres (UGA E2) to City Employment Zone 2Acres (E2).
3. Record. The City Planner shall submit to the Oregon Secretary of State (1) a copy of this Ordinance, (2) a copy of the statement of consent of the landowner in the territory annexed; and (3) Shall send a description by metes and bounds, or legal subdivision, and a map depicting the new boundaries of the City within 10 days of the effective date of annexation to the Malheur County Assessor, Malheur County Clerk and the State Department of Revenue.

PASSED AND ADOPTED by the Common Council of the City of Ontario this _____ day of _____, 2021 by the following vote:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor this _____ day of _____, 2021.

ATTEST:

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder

Exhibit "A"

Property Description for Annexation/Rezone

City Action No. 2021-09-29AZ

Land in Malheur County Oregon, in Section 33 of Township 17 South, Range 47 East of the Willamette Meridian, being Parcel 2 of Partition Plat 07-13 recorded under Instrument No. 2007-3979, in Cabinet B, Slide 75 on May 29, 2007 in the Malheur County Clerks deed records.

AND all that portion of the right of way of the Tony Yturri Memorial Beltline adjacent to above said Parcel 2 being described as lying north of the centerline of said Beltline right of way, east of the east right of way line of N. Verde Drive as annexed by City Ordinance # 2758-2019, Instrument # 2019-2721 and southwest of the extension of the north line of above said Parcel 2 extended to said centerline.

End of Description.

Subject property

SEE MAP 17S 47E 32DD





**AGENDA REPORT
PUBLIC HEARING
December 14, 2021**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **ACCEPT RIGHT OF WAY FOR A PORTION OF SUNSET DRIVE AND SKOOKUM DRIVE, PER APPROVED PLAT OF HARRAH HEIGHTS SUBDIVISION, APPROVED UNDER PLANNING ACTION 2021-04-18 SUB**

DATE: December 7, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE DEDICATION OF THE RIGHT OF WAY FOR A PORTION OF SUNSET DRIVE AND SKOOKUM DRIVE AS SHOWN ON THE PLAT OF HARRAH HEIGHTS SUBDIVISION, SAID SUBDIVISION BEING APPROVED BY AN ADMINISTRATIVE ACTION ON AUGUST 10, 2021, UNDER PLANNING FILE 2019-04-18SUB AND AUTHORIZE THE COUNCIL PRESIDENT TO EXECUTE HIS SIGNATURE ON THE FINAL PLAT ACCEPTING THE DEDICATED RIGHT OF WAY.

SUMMARY:

This action is to have the City Council, who is the governing body for the City of Ontario, accept the right of way of a portion of Sunset Drive and Skookum Drive as shown on the Plat attached as an exhibit to this report.

BACKGROUND:

The subject property has been platted into a 20 lot residential subdivision with public right of way being dedicated.

On August 20, 2021, the Community Development Director administratively approved the subdivision named Brockside Subdivision. The action requires the dedication of public right of way for portions of Sunset Drive and Skookum.

CURRENT SITUATION:

The Subdivision is ready to be finalized and the public right of way accepted by the City Council.

ANALYSIS:

- A. **STRATEGIC PLAN** This subdivision leads the way for future development in the area with the dedication of right of way to meet the Growth and Desirability portions of the City Council's Strategic Plan.
- B. **FINANCIAL** As part of the development, there was an agreement made for the city to cover the cost of the oversizing of the water line and it was approved by the Public Works Department and the City Council under a separate action.
- C. **TIMING** This action needs to be completed and the right of way accepted so that the developer may move forward with the sale of the new lots in a timely manner.
- D. **POLICY/LEGAL** The City Council, under 10 B-55-45 for a land division involving the creation of streets, shall, by action of the City Council at a public hearing, approve the final plat by motion accepting the public right of way, and the Mayor and planning officials shall sign the plat.

ALTERNATIVES:

The alternative could be to not accept the right of way.

The Council could, by motion, not accept the right of way offered for dedication and instruct the applicant to make the street private. These alternatives would not meet city codes for connectivity and existing public use of portions of the roads.

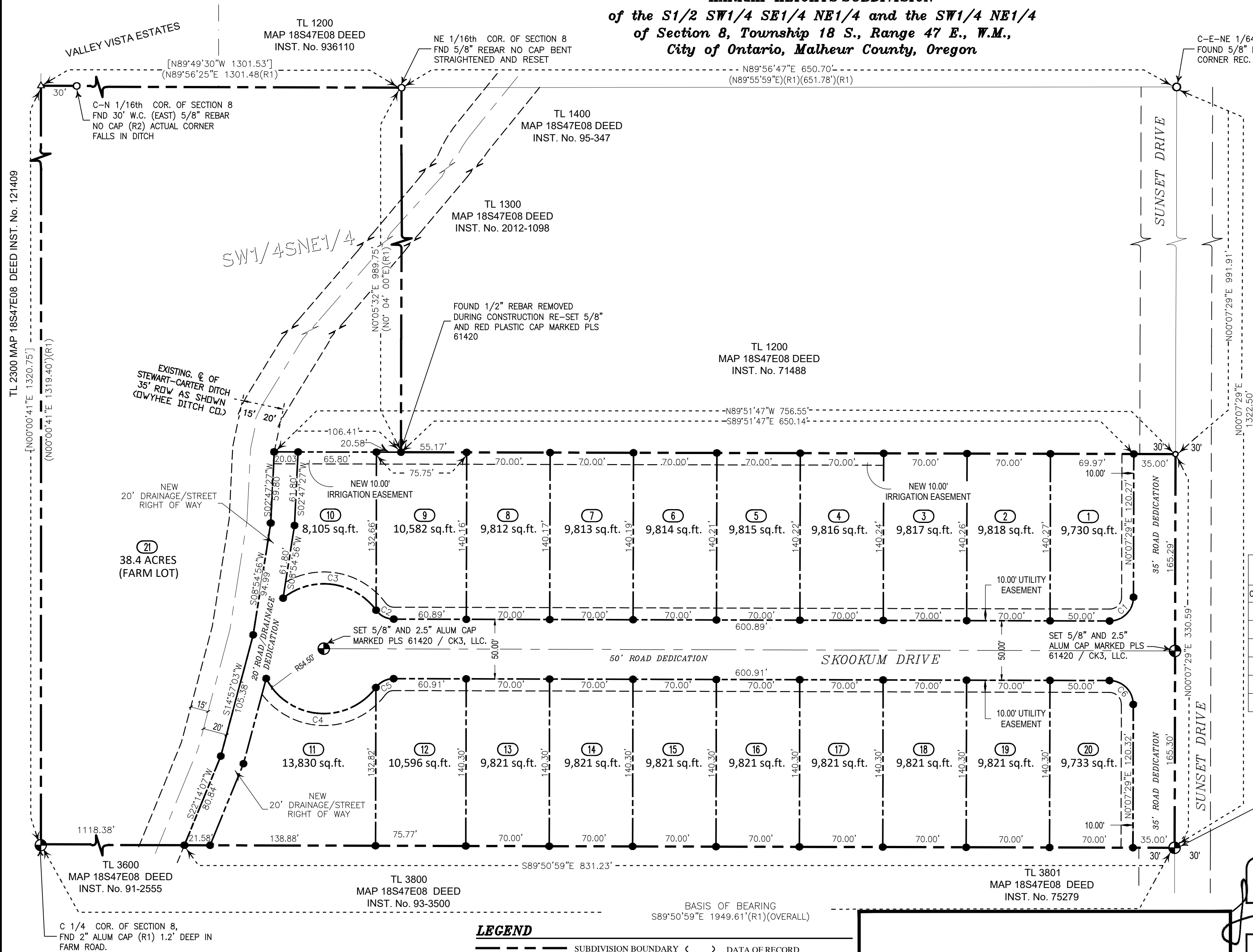
RECOMMENDATION:

Staff recommends that the Council approve the request for the dedication of the street right of way and authorize the Council President to sign the plat and acceptance of the right of ways as shown on the attached Plat.

ATTACHMENTS:

- 1. Attachment 1-Harrah Heights Subdivision Plat pg 1
- 2. Attachment 2-Harrah Heights Subdivision Plat pg2

HARRAH HEIGHTS SUBDIVISION
of the S1/2 SW1/4 SE1/4 NE1/4 and the SW1/4 NE1/4
of Section 8, Township 18 S., Range 47 E., W.M.,
City of Ontario, Malheur County, Oregon



RECORDS OF REFERENCE

- R1 PARTITION PLAT No. 19-12, FOR CHELSEY & ANDREA WARRINGTON BY ATLAS LAND SURVEYING, FILED UNDER COUNTY SURVEY NO. 18-47-0969.
R2 RECORD OF SURVEY, FOR MALHEUR COUNTY OREGON BY SKINNER & ASSOCIATES, Inc., FILED UNDER COUNTY SURVEY No. 18-47-0774.



CURVE TABLE

CURVE No.	RADIUS	DELTA	LENGTH	TANGENT	BEARING CHORD	CHORD
C1	20.00	90°01'10"	31.42	20.00	N45°07'03"E	28.29
C2	18.50	53°25'27"	17.25	9.31	S63°09'40"E	16.63
C3	54.50	92°29'22"	87.98	56.92	N82°41'38"W	78.73
C4	54.50	115°54'49"	110.26	87.07	S85°20'24"E	92.39
C5	18.50	53°25'26"	17.25	9.31	S63°24'55"W	16.63
C6	20.00	89°58'44"	31.41	20.00	S44°53'00"E	28.28

C-E-E 1/64 COR. OF SECTION 8
FND. BRASS CAP, 2" DEEP AS PER
CORNER REC. INST. No. 18-47-0451
REMOVED DURING CONSTRUCTION
RE-SET 5/8" AND 2.5" ALUM CAP
MARKED PLS 61420 / CK3, LLC.

I, LANCE C. KING, HEREBY
CERTIFY THAT THIS IS AN EXACT
REPRODUCTION OF THE ORIGINAL

LEGEND

—	SUBDIVISION BOUNDARY	< >	DATA OF RECORD
---	LOT LINE	[]	CALCULATED DISTANCE
- - -	EASEMENT LINE	⊕	MONUMENT AS NOTED
- - -	RIGHT-OF-WAY (R-O-W)	●	SET 5/8"x30" REBAR WITH LS RED CAP 61420
- - -	ROAD CENTER LINE	○	FND. 5/8" IRON BAR AS NOTED
- - -	DITCH CENTER LINE	○	FND. 1/2" IRON BAR AS NOTED
- - -	SECTION LINE (SEC.)	△	CALCULATED POINT
- - -	DISTANCE LINE		

CERTIFICATE OF MALHEUR
COUNTY RECORDER
STATE OF OREGON } S.S.
COUNTY OF MALHEUR }

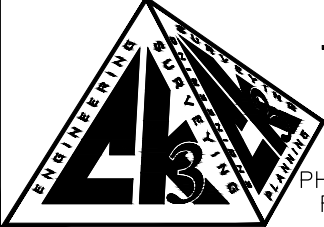
**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

**OREGON
MAY 10, 2011
LANCE CLARK KING
61420**

RENEWS: 6/30/2023

**MALHEUR COUNTY
SURVEYOR**

By _____
Received: _____
Filed: _____
Survey No. _____
Dwg. No. _____



CK3, LLC
ENGINEERING-SURVEYING & PLANNING
ONTARIO 368 SW 5TH AVE. HERMISTON 945 W. ORCHARD AVE.
ONTARIO, OR 97914 HERMISTON, OR 97838
PHONE (541) 889-5411 PHONE (541) 567-2345
FAX (541) 889-2074 FAX (541) 567-2305
WEB: CK3LLC.NET

Number of affidavits of vendor, mortgage or trust deed holder attached:

HARRAH HEIGHTS SUBDIVISION
of the S1/2 SW1/4 SE1/4 NE1/4 and the SW1/4 NE1/4
of Section 8, Township 18 S., Range 47 E., W.M.,
City of Ontario, Malheur County, Oregon

DECLARATION, ACKNOWLEDGEMENT & DEDICATION

STATE OF OREGON }
COUNTY OF MALHEUR } S.S.

KNOW ALL MEN BY THESE PRESENTS:
THAT I RILEY J. HILL, THE UNDERSIGNED, THE OWNER OF THE LANDS AS SHOWN AND DESCRIBED ON THIS PLAT, AND HAVE CAUSED THE SAME TO BE SUBDIVIDED AND SURVEYED IN ACCORDANCE WITH OREGON REVISED STATUTE, CHAPTER 92. SHOWN HERE AS HARRAH HEIGHTS SUBDIVISION.

I ACKNOWLEDGE THE FOLLOWING EXISTING EASEMENT:
A 35 FOOT WIDE STEWART-CARTER DITCH R-O-W TO OWYHEE DITCH CO. AS SHOWN OVER AND ACROSS LOT 21.

I CREATE GRANT AND DEDICATE THE NEW FOLLOWING EASEMENTS AND RIGHT OF WAYS:
I HEREBY DEDICATE AS PUBLIC RIGHT OF WAY, TO THE PUBLIC FOR STREET AND UTILITY SUPPOSES ALL THAT AREA SHOWN AS SKOOKUM DRIVE BEING 50 FEET WIDE AND A 54.50 FOOT CUL-DE-SAC, THE 20 FOOT WIDE STREET DRAINAGE AREA ON THE WEST END OF SKOOKUM DRIVE AND THE 35 FOOT WIDE AREA ALONG WEST SIDE OF SUNSET DRIVE, ALL AS SHOWN.
I HEREBY DEDICATE 10 FOOT WIDE PUBLIC UTILITY EASEMENTS ADJACENT TO LOTS 1 THROUGH 20 AS SHOWN.
I HEREBY DEDICATE 10 FOOT WIDE PUBLIC IRRIGATION/DRAINAGE EASEMENT ALONG THE BACK LOT LINES OF LOTS 4 THROUGH 10 AS SHOWN.

RILEY J. HILL _____

ACKNOWLEDGMENT

STATE OF OREGON }
COUNTY OF MALHEUR } S.S.

ON THIS _____ DAY OF _____,
IN THE YEAR OF 2021, BEFORE ME, C.A. KING,
A NOTARY PUBLIC IN AND FOR SAID

COUNTY AND STATE, PERSONALLY APPEARED RILEY J. HILL, AND PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND UPON BEING DULY SWORN ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME. IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND SEAL.

CINDY ANN KING,
NOTARY PUBLIC
COMMISSION No. 930515
EXPIRES: AUGUST 17, 2022



CITY ACCEPTANCE

THE CITY OF ONTARIO ACTING THROUGH IT'S COUNCIL PRESIDENT HEREBY ACCEPTS ON BEHALF OF THE PUBLIC AND PUBLIC UTILITIES THE DEDICATION OF RIGHT OF WAY AND EASEMENTS AS SHOWN:

CITY OF ONTARIO
KEN HART, COUNCIL PRESIDENT

SURVEYOR'S CERTIFICATE & NARRATIVE

THIS SURVEY WAS MADE AT THE REQUEST OF RILEY HILL, TO SUBDIVIDE THE PARCEL OF LAND AS DESCRIBED IN THE STATUTORY WARRANTY DEED, INSTRUMENT No. 2014-2584, CREATING TWENTY SMALL RESIDENTIAL LOTS EAST OF THE STEWART CARTER DITCH A REMAINING LARGE FARM LOT ON THE WEST SIDE OF SAID DITCH AS SHOWN.

CONTROL FOR THIS PLAT AND TO DETERMINE THE ALIQUOT PARTS WHERE ORIGINALLY FOUND AND TIED IN 2015 BUT MR. HILL PUT THE PROJECT ON HOLD IT WAS RE-STARTED IN 2021 AND THAT SAME CONTROL ALONG WITH ADDITIONAL CONTROL FROM (R1) WAS VERIFIED AND USED AS SHOW. THE BASIS OF BEARING IS AS MEASURED FROM THE FOUND ALUMINUM MONUMENT AT THE CENTER 1/4 CORNER OF SECTIONS 8, AND THE FOUND BRASS CAP AT THE CENTER EAST EAST 1/64 CORNER OF SECTIONS 8 AS SHOWN HEREON.

THE SOUTH LINE OF THIS PROPERTY WAS RETRACED ON A STRAIGHT LINE BETWEEN FOUND MONUMENTS OF RECORD AT THE CENTER 1/4 CORNER OF SECTION 8, AND THE C-E-E 1/64th CORNER AS SHOWN.

THE EAST LINE OF THE S1/2SW1/4SE1/4NE1/4 WAS RETRACED BETWEEN FOUND THE MONUMENT AT THE C-E-E 1/64th CORNER AND THE C-E-NE 1/64th CORNER AS SHOWN A 1/2' REBAR OF UNKNOWN ORIGIN WAS FOUND AT THE NORTHEAST CORNER OF THE S1/2SW1/4SE1/4NE1/4 AND HELD AS SHOWN.

THE REMAINING LINES WHERE RETRACED BETWEEN THE FOUND MONUMENTS AS SHOWN SEVERAL NOT OF RECORD. ADDITIONAL TIES WERE MADE TO WELL ESTABLISHED MONUMENTS OF RECORD FOR VERIFICATION ALL FIT WELL AND MONUMENTS NOT OF RECORD APPEAR TO BE RECOGNIZED MONUMENTS.

I LANCE C. KING A REGISTERED PROFESSIONAL LAND SURVEYOR HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MONUMENTED THE BOUNDARIES OF PARCELS AND LOTS IN ACCORDANCE WITH ORS CHAPTER 92. THAT THE POINT OF BEGINNING IS AS SHOWN ON THE MAP AND IS WITHIN THE REQUIREMENTS OF ORS 92.060(1). I CERTIFY THAT THE FIRST MONUMENT ESTABLISHING OR REESTABLISHING A BOUNDARY MONUMENT WAS PLACED ON ???????. THAT THE ADJOINING PROPERTY AND ALL PROPERTY ACCESSED IN THIS SURVEY WAS DONE IN ACCORDANCE WITH ORS 672.047. THAT THE SURVEY WAS MADE BY ME OR UNDER MY DIRECTION, THAT THE MONUMENTS ARE AS SHOWN AND THAT THIS MAP IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY. THE LAND BEING SUBDIVIDED IS DESCRIBED AS FOLLOWS:

LAND IN MALHEUR COUNTY, OREGON AS FOLLOWS:
LAND WITHIN THE CITY OF ONTARIO, MALHEUR COUNTY, OREGON, WITHIN TOWNSHIP 18 SOUTH RANGE 47 EAST, W.M. SECTION 8 AS FOLLOWS:
THE SW 1/4 OF THE NE 1/4 AND THE S 1/2 OF THE SW 1/4 OF THE SE 1/4 OF THE NE 1/4. SUBJECT TO THE OWYHEE CANAL RIGHT OF WAY.

APPROVALS:

MALHEUR COUNTY SURVEYOR

APPROVED THIS _____ DAY OF _____, 2021

MALHEUR COUNTY SURVEYOR _____

MALHEUR COUNTY JUDGE

APPROVED THIS _____ DAY OF _____, 2021

DAN P. JOYCE _____

MALHEUR COUNTY COMMISSIONER

APPROVED THIS _____ DAY OF _____, 2021

RON JACOBS _____

MALHEUR COUNTY COMMISSIONER

APPROVED THIS _____ DAY OF _____, 2021

DON HODGE _____

ONTARIO CITY PLANNING DEPARTMENT

APPROVED THIS _____ DAY OF _____, 2021

DAN K. CUMMINGS DEVELOPMENT DIRECTOR
CITY OF ONTARIO

MALHEUR COUNTY ASSESSOR

APPROVED THIS _____ DAY OF _____, 2021

DAVE INGRAM, COUNTY ASSESSOR

OWYHEE IRRIGATION DISTRICT

APPROVED THIS _____ DAY OF _____, 2021

MANAGER _____

I, LANCE C. KING, HEREBY
CERTIFY THAT THIS IS AN EXACT
REPRODUCTION OF THE ORIGINAL _____



RENEWS: 6/30/2023

MALHEUR COUNTY
SURVEYOR

By _____

Received: _____

Filed: _____

Survey No. _____

Dwg. No. _____



CK3, LLC
ENGINEERING-SURVEYING & PLANNING

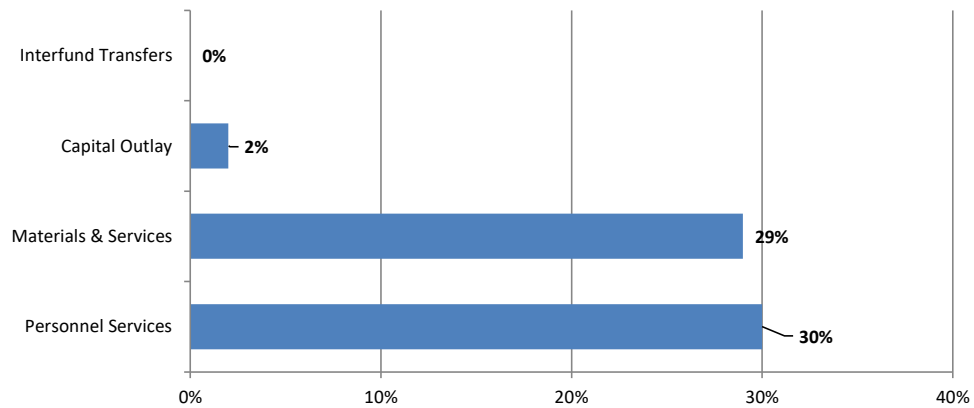
ONTARIO 368 SW 5TH AVE.
ONTARIO, OR 97914
PHONE (541) 889-5411
FAX (541) 889-2074
HERMISTON 945 W. ORCHARD AVE.
HERMISTON, OR 97838
PHONE (541) 567-2345
FAX (541) 567-2305
WEB: CK3LLC.NET

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENSE
FOR THE PERIOD ENDED
OCTOBER 31, 2021**

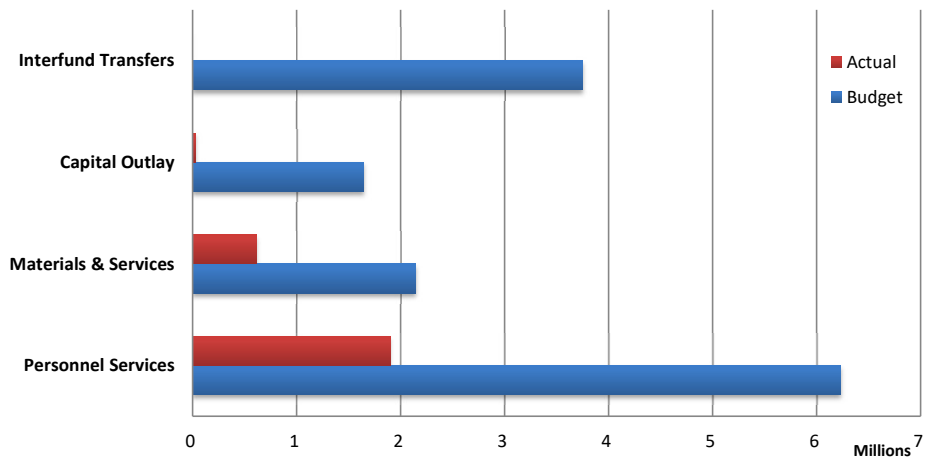
DEPARTMENT	BUDGET	ACTUAL	% EXPENDED	COMMENTS
Parks	565,107	79,221	14.0%	
Parks & Recreation	565,107	79,221	14.0%	
Fire	1,884,340	526,649	27.9%	
Code Enforcement	151,348	41,528	27.4%	
Police	4,171,983	1,239,614	29.7%	
Police reserves	2,625	666	25.4%	
Public Safety Total	6,210,296	1,808,457	29.1%	
Administration	535,334	157,035	29.3%	
City Council	28,359	10,740	37.9%	
Business Registration	1,100	6	0.6%	
Cemetery	206,775	47,483	23.0%	
Finance	254,736	38,142	15.0%	
Technology	193,641	76,768	39.6%	Licenses timing
General Government Total	1,219,945	330,175	27.1%	
Community development	192,607	58,296	30.3%	
Community Development	192,607	58,296	30.3%	
Administrative Overhead	1,457,143	220,916	15.2%	
Non-Departmental Contributions	404,015	44,208	10.9%	
Other Total	1,861,158	265,124	14.2%	
Operating Transfers Out	3,715,818	-	0.0%	
GENERAL FUND TOTALS	\$ 13,764,931	\$ 2,541,272	18.5%	
YTD BUDGET BENCHMARK				33.3333% 

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENSE
FOR THE PERIOD ENDED
OCTOBER 31, 2021**

% Expended by Category



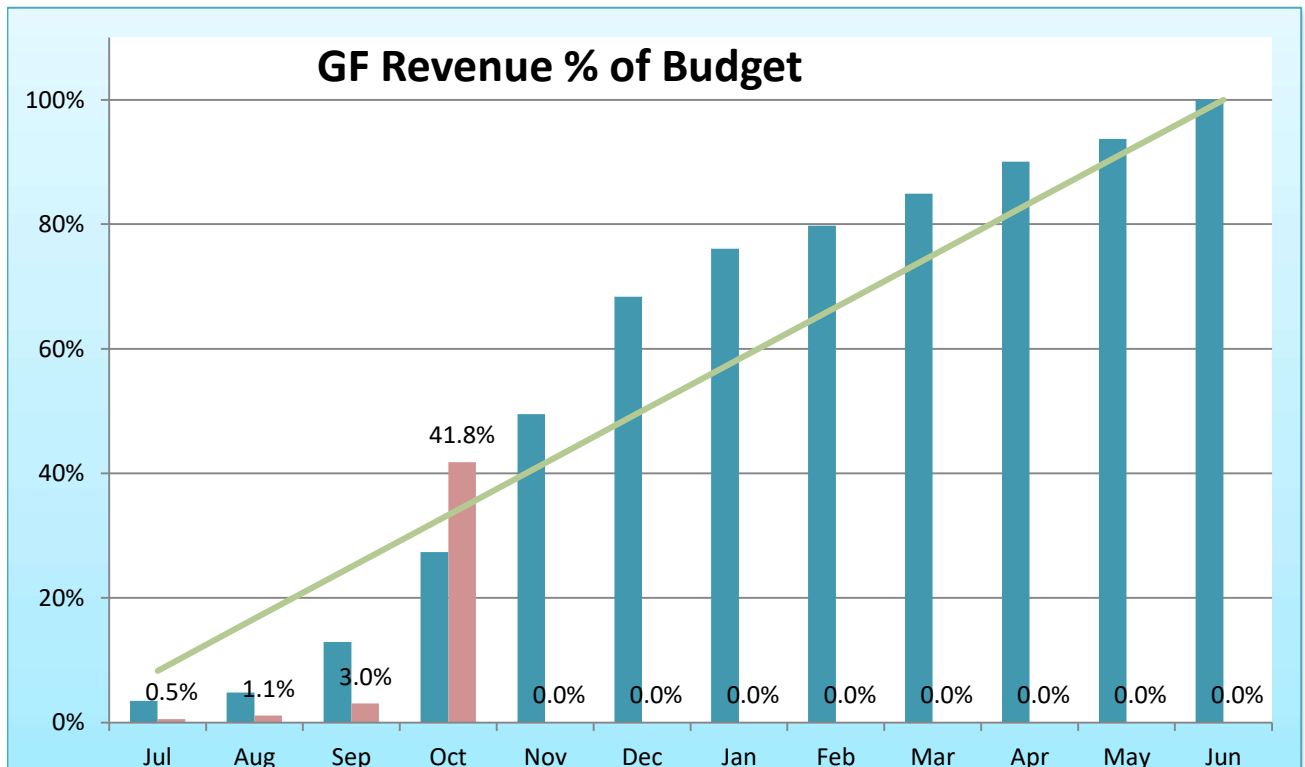
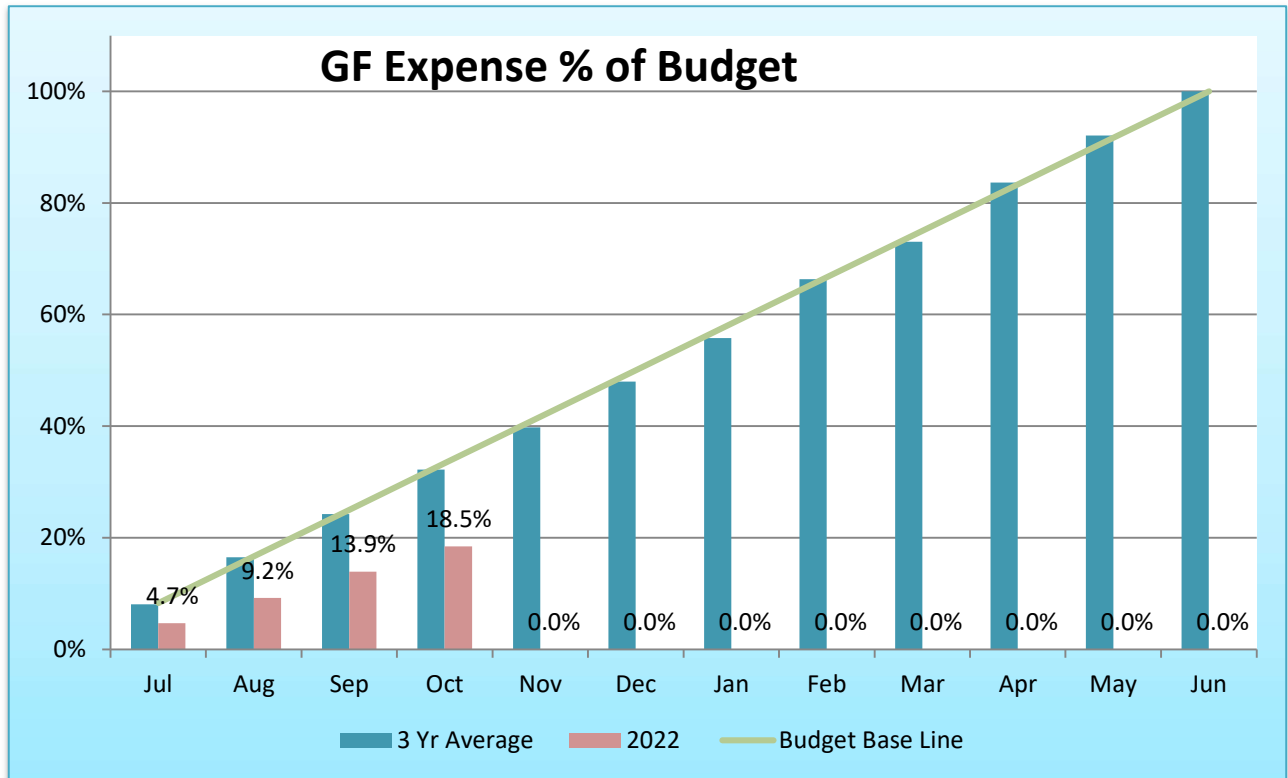
Budget to Actual by Category



**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT REVENUE
FOR THE PERIOD ENDED
OCTOBER 31, 2021**

DEPARTMENT		BUDGET	ACTUAL	% REALIZED	COMMENTS
GENERAL FUND BEGINNING FUND BALANCE		5,270,730	5,660,993	107.4%	preliminary
Parks		2,000	480	24.0%	
Parks & Recreation		2,000	480	24.0%	
Fire		234,572	28,360	12.1%	
Code Enforcement		70,800	4,371	6.2%	
Police		199,850	17,115	8.6%	
Dispensary Business License		55,800	39,446	70.7%	
		-			
Public Safety Total		561,022	89,292	15.9%	
Interest		28,000	7,171	25.6%	
State Revenue Sharing		153,265	-	0.0%	
Administrative Services		497,148	165,716	33.3%	
Other General Revenues		8,485	9,356	110.3%	
Donations		10,000	-	0.0%	
Property Taxes		3,983,255	136,790	3.4%	
Alcohol Bvg License & Fee		238,446	38,589	16.2%	
Cigarette tax		13,376	2,737	20.5%	
Marijuana tax		3,000,000	-	0.0%	
Franchise Fees		1,579,874	400,891	25.4%	
Business Registration		2,500	145	5.8%	
Cemetery		35,000	9,175	26.2%	
General Government Total		9,549,349	770,571	8.1%	
Planning & Zoning		4,000	3,299	82.5%	
Community development		4,000	3,299	82.5%	
Operating Transfers In		223,480	-	0.0%	
Transfer Total		223,480	-	0.0%	
GENERAL FUND REVENUE TOTALS		\$ 10,339,851	\$ 863,641.61	8.4%	
YTD CURRENT YEAR PROFIT(LOSS) \$ (1,677,631)					
YTD BUDGET BENCHMARK				33.3%	-25.0%

**CITY OF ONTARIO
GENERAL FUND
FOR THE PERIOD ENDED
OCTOBER 31, 2021**



**CITY OF ONTARIO
OTHER FUNDS - DEPARTMENT EXPENSES AND REVENUE
FOR THE PERIOD ENDED
OCTOBER 31, 2021**

DEPARTMENT/FUND	EXPENDITURES				REVENUES		
	BUDGET	ACTUAL	% EXPENDED		BUDGET	ACTUAL	% REALIZED
002 Marijuana Enforcement Fund	30,000	12,796	42.7%		30,000	12,796	42.7%
010 Grant Fund	202,500	81,604	40.3%		202,500	1,304,129	644.0%
027 Building Fund	200,945	36,750	18.3%		393,464	628,165	159.6%
030 Capital Projects Fund	3,027,069	32,132	1.1%		6,009,377	4,647,754	77.3%
031 SDC Fund	539,542	-	0.0%		539,542	810,110	150.1%
045 Street Fund	6,177,799	803,497	13.0%		6,220,596	852,370	13.7%
050 Trust Funds	815,886	149,967	18.4%		815,886	626,518	76.8%
055 Reserve Funds	3,951,207	1,550,868	39.3%		5,166,407	2,458,005	47.6%
060 Revolving Loan Fund	339,021	-	0.0%		339,021	315,258	93.0%
105 Water Fund	6,831,076	1,082,925	15.9%		8,154,293	3,785,762	46.4%
110 Sewer Fund	8,307,537	979,690	11.8%		9,962,066	4,549,544	45.7%
115 Storm Sewer Fund	314,109	41,253	13.1%		463,445	427,821	92.3%
120 Airport Fund	436,632	48,517	11.1%		436,632	317,829	72.8%
Comments:							
YTD BUDGET BENCHMARK			33.3%				

**CITY OF ONTARIO
BUDGET RESOLUTIONS
FOR THE PERIOD
OCTOBER 31, 2021**

RESOLUTION #	FUND	DEPARTMENT	ACCOUNT	BUDGET CHANGE	NET CHANGE
2021-123	SEWER FUND	SEWER FUND	CDBG SEWER PROJECT	\$ 434,744	\$ 434,744.00
2021-123	SEWER FUND	SEWER FUND	CDBG GRANT	\$ 50,000	
2021-123	SEWER FUND	SEWER FUND	CONTINGENCY	\$ (384,744)	
2021-125	AIRPORT FUND	AIRPORT	CARES ACT FUNDING	\$ 13,000	\$ 13,000.00
2021-125	AIRPORT FUND	AIRPORT	SECURITY IMPROVEMENTS	\$ 14,492	
2021-125	AIRPORT FUND	AIRPORT	MINOR AIRPORT IMPROVEMENTS	\$ (1,492)	
2021-130	GENERAL FUND	ADMIN OVERHEAD	CONTINGENCY	\$ (30,000)	\$ (30,000.00)
2021-130	GENERAL FUND	ADMIN OVERHEAD	E IDAHO TRAFFIC STUDY	\$ 30,000	
2021-136	STREET FUND	STREET	MISC STREET REVENUES	\$ 172,297	\$ 129,500.00
2021-136	STREET FUND	STREET	DORIAN STREET IMPROVEMENTS	\$ 25,000	
2021-136	STREET FUND	STREET	AIRPORT WAY STREET PROJECT	\$ 104,500	
2021-136	STREET FUND	STREET	CONTINGENCY	\$ 42,797	
2021-136	CAPITAL PROJECTS	UCF	AIRPORT WAY WATER & SEWER LINE	\$ 35,000	35,000
2021-136	CAPITAL PROJECTS	UCF	CONTINGENCY	\$ (35,000)	
2021-136	STORM SEWER	STORM SEWER	STORM DRAINAGE MAINLINE REPAIR	\$ (10,500)	
2021-136	STORM SEWER	STORM SEWER	AIRPORT WAY STORM SEWER	\$ 10,500	10,500
2021-133	GENERAL FUND	GENERAL REVENUES	TRANSFER IN	\$ 223,480	\$ 223,480.00
2021-133	GENERAL FUND	ADMIN OVERHEAD	DOWNTOWN LIGHTING	\$ 288,480	
2021-133	GENERAL FUND	ADMIN OVERHEAD	DOWNTOWN ATTRACTION	\$ (50,000)	
2021-133	GENERAL FUND	TRANSFERS	TRANSFER TO AIRPORT FUND	\$ (15,000)	
2021-133	AIRPORT FUND	AIRPORT	TRANSFER IN	\$ (15,000)	(15,000)
2021-133	AIRPORT FUND	AIRPORT	PHANTOM CONCRETE PAD	\$ (15,000)	
2021-133	CAPITAL PROJECTS	SPECIAL PROJECTS	CAPITAL ASSET SALES	\$ 223,480	223,480
2021-133	CAPITAL PROJECTS	SPECIAL PROJECTS	TRANSFER OUT	\$ 223,480	
2021-133	SEWER FUND	SEWER	FLOW PACING	\$ 63,465	63,465
2021-133	SEWER FUND	SEWER	CONTINGENCY	\$ (63,465)	
2021-134	GENERAL FUND	ADMIN OVERHEAD	POLE BARN	\$ 45,658	\$ 406,433.00
2021-134	GENERAL FUND	ADMIN OVERHEAD	DUMPSTER ENCLOSURES	\$ 35,000	
2021-134	GENERAL FUND	ADMIN OVERHEAD	FIBER LINES	\$ 15,600	
2021-134	GENERAL FUND	PARKS	TENNIS COURT	\$ 200,000	
2021-134	GENERAL FUND	NON DEPARTMENTAL APPF	FAÇADE GRANT	\$ 25,000	
2021-134	GENERAL FUND	PARKS	GAZEBO RELOCATION	\$ 25,400	
2021-134	GENERAL FUND	ADMIN OVERHEAD	WAYFINDING	\$ 59,775	
2021-134	GENERAL FUND	GENERAL REVENUES	AVAILABLE CASH ON HAND	\$ 406,433	
2021-134	GRANT FUND	GRANT	CDBG - EUVALCREE	\$ 50,000	50,000
2021-134	GRANT FUND	GRANT	CDBG - EUVALCREE GRANTS PAID	\$ 50,000	
2021-134	WATER FUND	WATER	WTP LABORATORY UPGRADE	\$ 40,000	62,830
2021-134	WATER FUND	WATER	POLE BARN	\$ 22,830	
2021-134	WATER FUND	WATER	AVAILABLE CASH ON HAND	\$ 62,830	
2021-134	SEWER FUND	SEWER	CHLORINE ANALYZER	\$ 15,000	37,830
2021-134	SEWER FUND	SEWER	POLE BARN	\$ 22,830	
2021-134	SEWER FUND	SEWER	AVAILABLE CASH ON HAND	\$ 37,830	

Public Works Department

Quarterly Presentation July-
September 2021

Jacobs

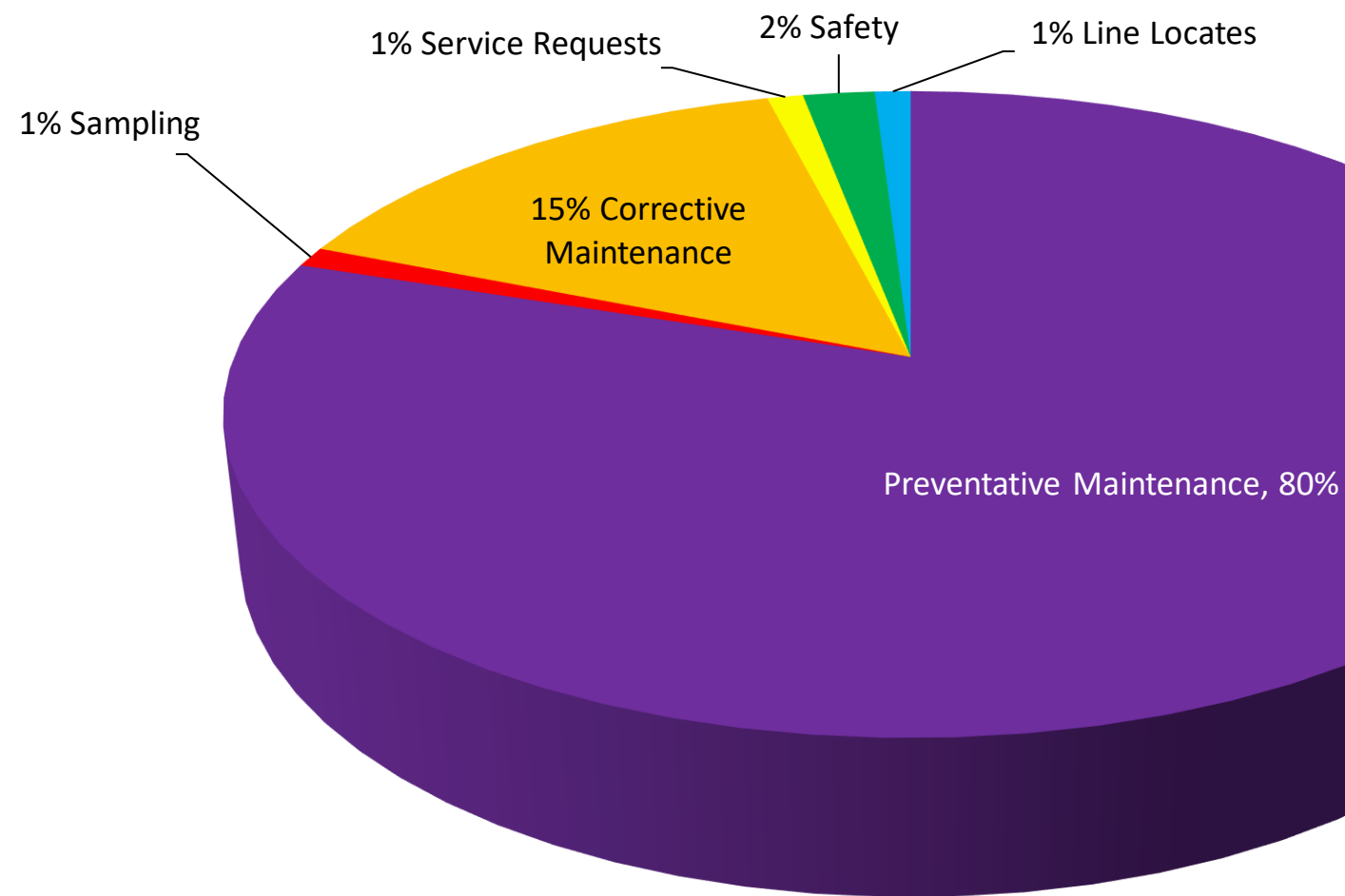
Challenging today.
Reinventing tomorrow.



ONTARIO
OREGON
THE GATEWAY TO ADVENTURE

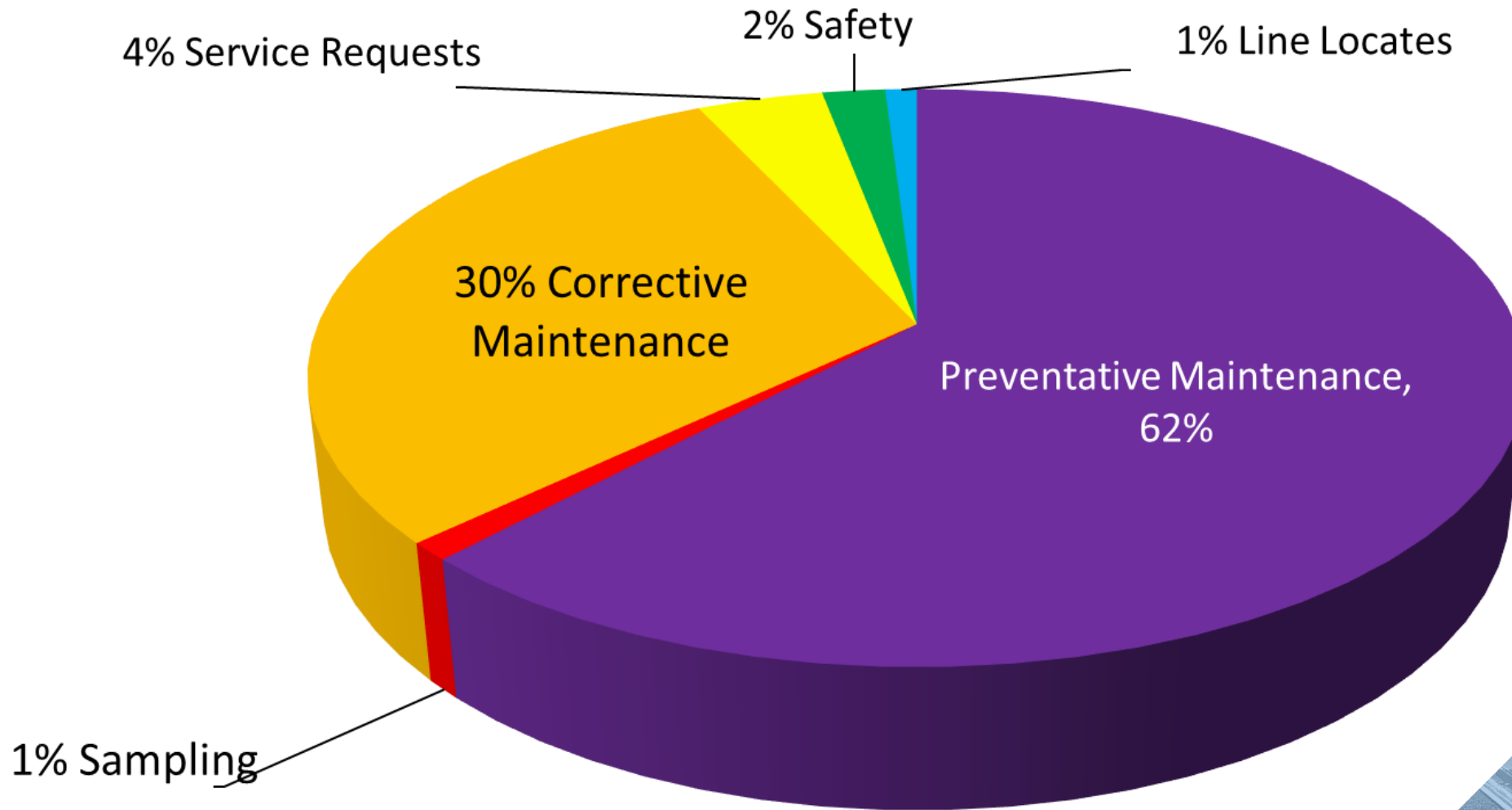
Department Summary

July-September 2021



Department Summary

April-June 2021



Safety Review



US Vaccine Requirement Update: Compliance with Federal Contractor Executive Order and OSHA ETS

Check out the new FAQs posted on JacobsConnect around this Vaccine Executive Order:

<https://jacobsconnect.jacobs.com/docs/DOC-309039>.

On Sept. 9, 2021, President Joe Biden issued Executive Order 14042 establishing new COVID-19 safety protocols for contractors working on or supporting federal projects. The President also directed the Occupational Safety and Health Administration (OSHA) to issue an emergency temporary standard (ETS) requiring all private employers with 100 or more workers to mandate COVID-19 vaccination or weekly testing for all employees. Jacobs is taking proactive steps to implement the anticipated requirements by the deadlines outlined in the Executive Order.

US P&PS and Corporate Function Employees:

Visit your Vaccination Certification Portal and provide your status by **November 1, 2021**

Corporate Functions & P&PS Vaccination Certification Portal

If you have already provided your vaccination status and do not need to update your information, no action is needed.

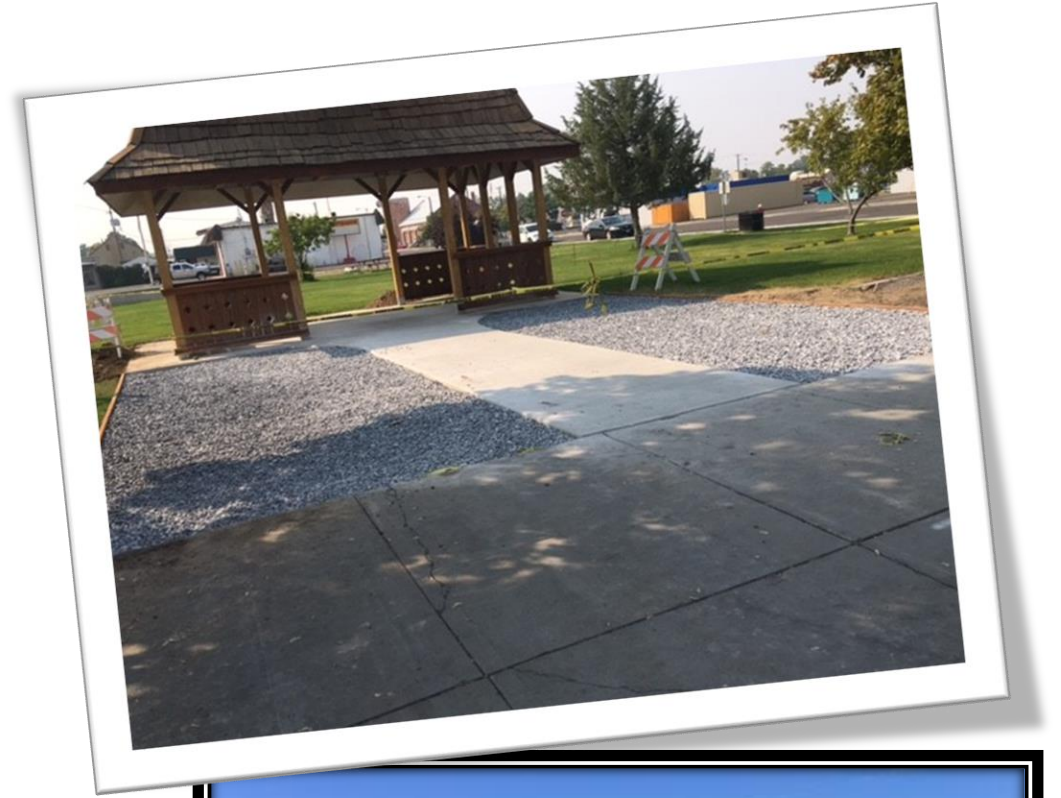
Project Safety Champion: Dustin Mosher

Development Review & Special Projects

- Opening of SE Goodfellow St. and Ribbon Cutting Conducted.
- Relocation of Gazebo at Moore Park.
- *Safe Routes to School* sidewalk grant at 50% Design Stage.

City Engineer: *Paul Woods*

Senior Engineer Technician: *Al Haun*



Water Treatment Plant



Water Supervision: Casey Mordhorst and Robert Crites

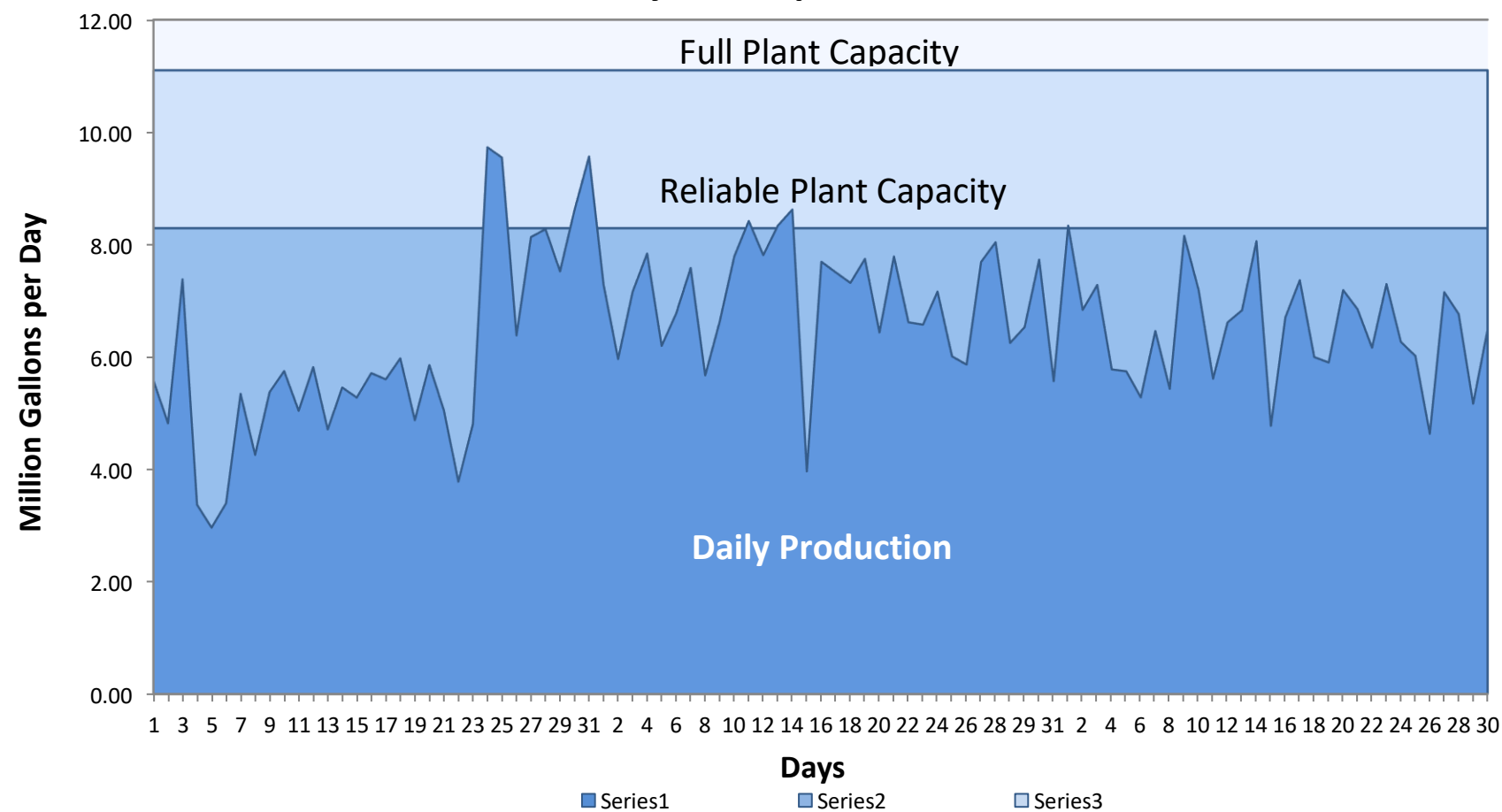


Water Treatment Plant Summary



- Production vs. Capacity

Demand vs. Availability
July 01 - Sept 30 , 2021

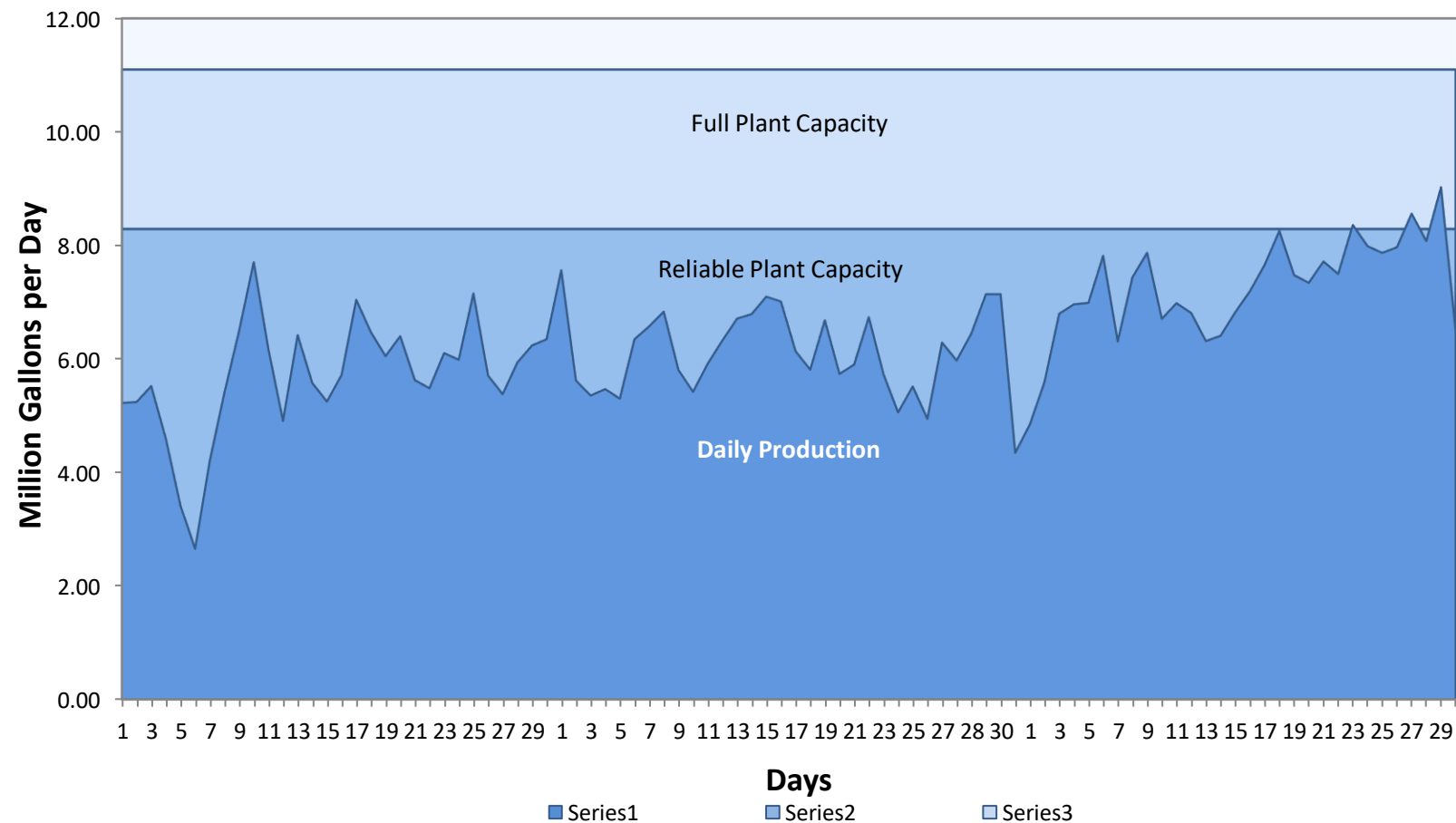


Water Treatment Plant Summary



- Production vs. Capacity

Demand vs. Availability
Apr 01 - June 31 , 2021



Quarterly Accomplishments Water Utilities



- Quarterly Disinfection by Product (DBP) samples taken
- WesTech filters evaluated for performance and condition of media
- Crews continue to work with the Ontario Police Dept to maintain minimum trespassing onto well field
- 12” Valve replaced on SW 5th Ave



Wastewater Treatment Plant Summary



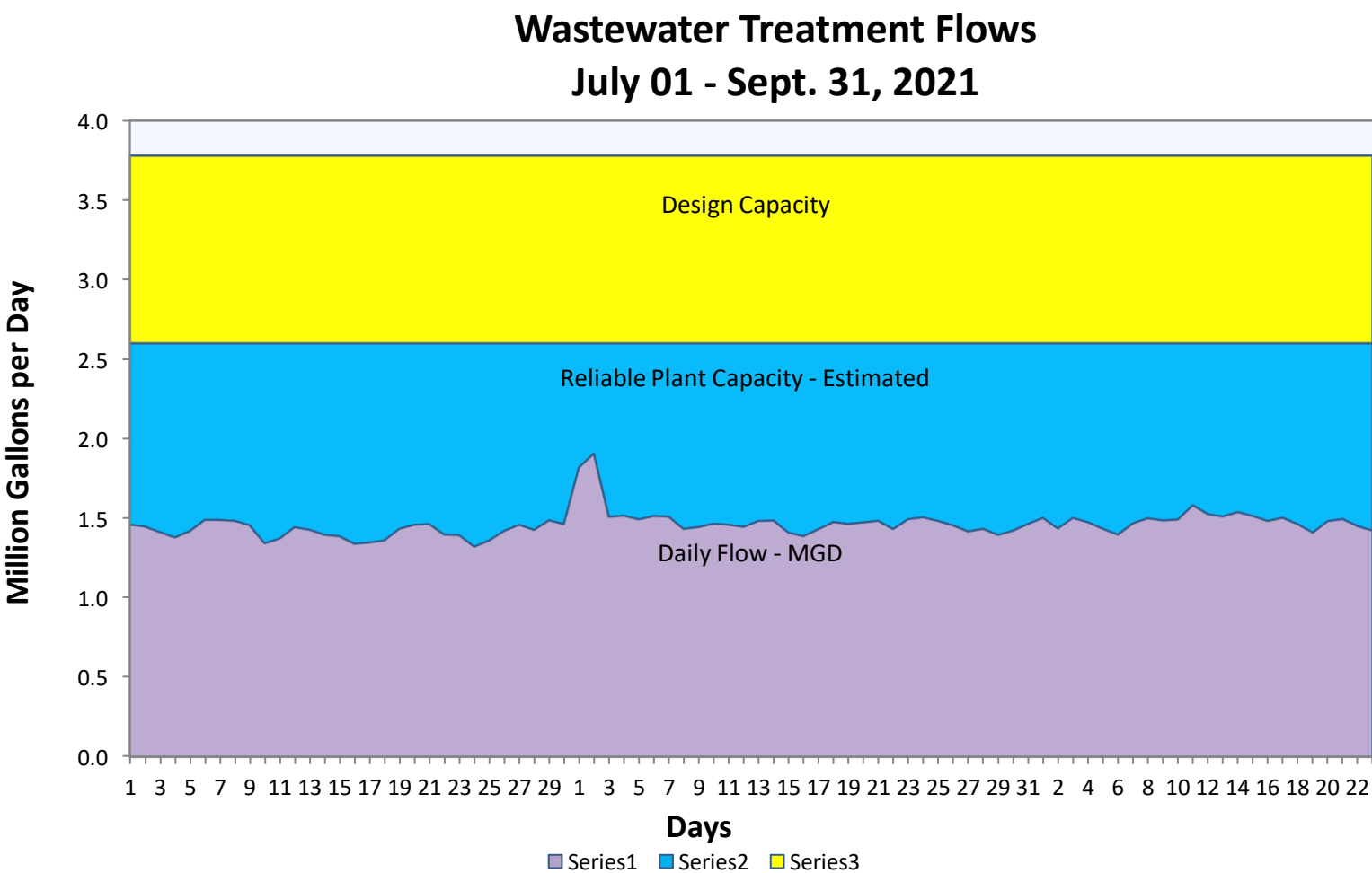
Wastewater Supervisor: *Robert Crites*



Wastewater Treatment Plant Summary



- Wastewater Treatment Flows



Quarterly Accomplishments Wastewater Treatment & Sewer Collection



- Pivot and Lagoon road maintenance
- New soft start installed on Skyline Reservoir pump
- Installed new gate at Skyline Reservoir property for safe entry to conduct winterization efforts



Building, Parks & Cemeteries



Facilities Supervisor: *Jay Hysell*



(Western Treasure Valley Rotary
Club Special Projects)



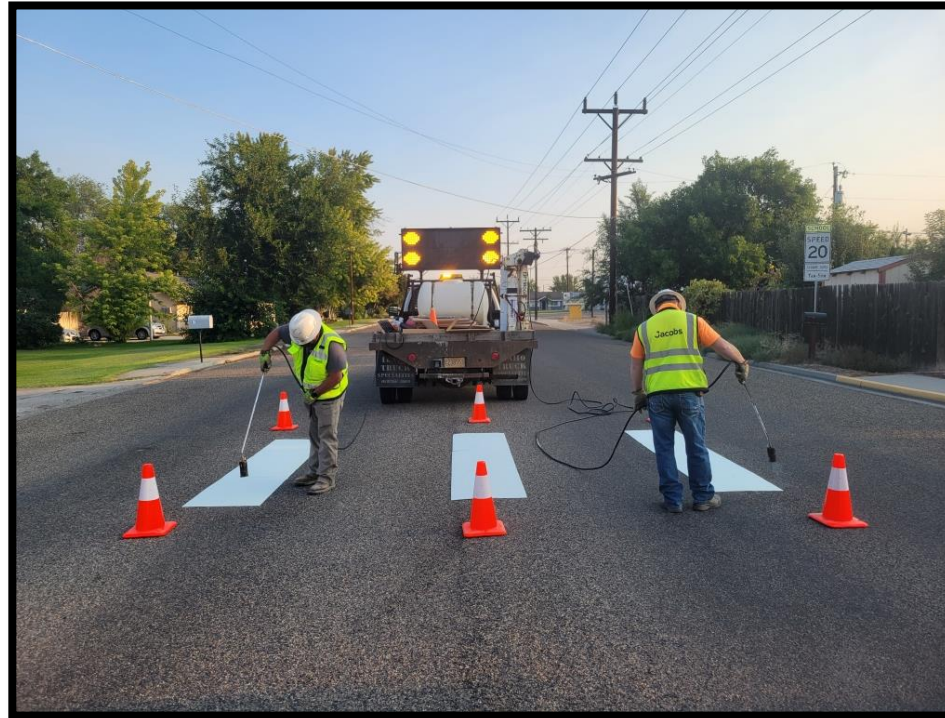
Quarterly Accomplishments Buildings, Parks & Cemeteries



- Window AC unit in City Hall #2 Apartment Complex replaced.
- Outside lights at Laxson and Beck Park repaired.
- Completed Beck Park Tennis Court Rehabilitation Project and Ribbon-Cutting Ceremony.



Field Services: Streets & Collection/Distribution



Operations Manager: *Casey Mordhorst*
Streets Supervisor: *Rob Presley*



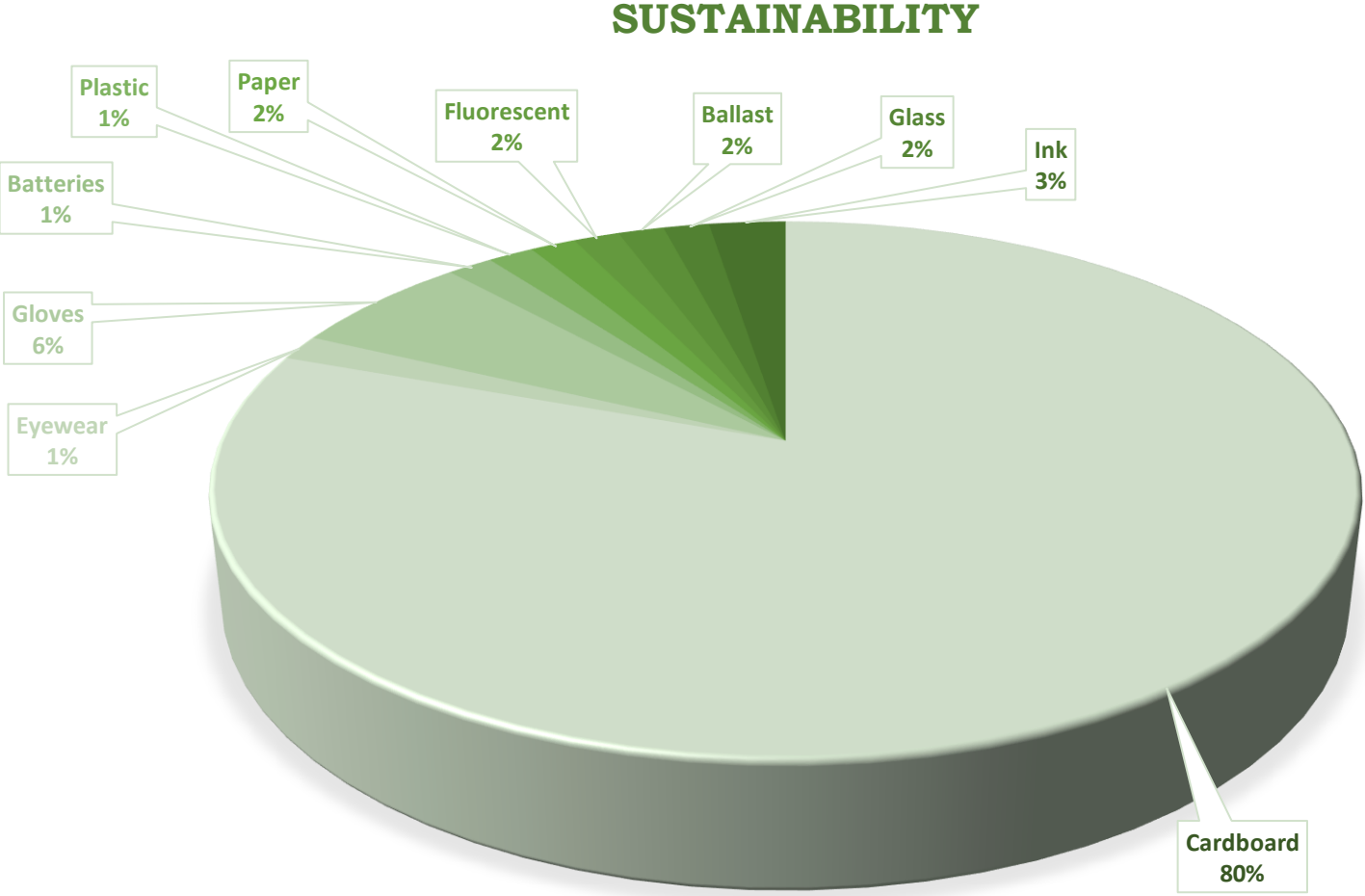
Quarterly Accomplishments Field Services



- City wide Curb Painting, Cross walk painting & Thermo plastic.
- Completed 2021 Chip, Fog Seal Project
- Annual School zones Traffic Control Completed updated
- 12” Valve replaced on SW 5th Ave



Sustainability Review



Champion Tools
J OMFS Sustainability

Project Sustainability Champion: *Alicia Cardozo*

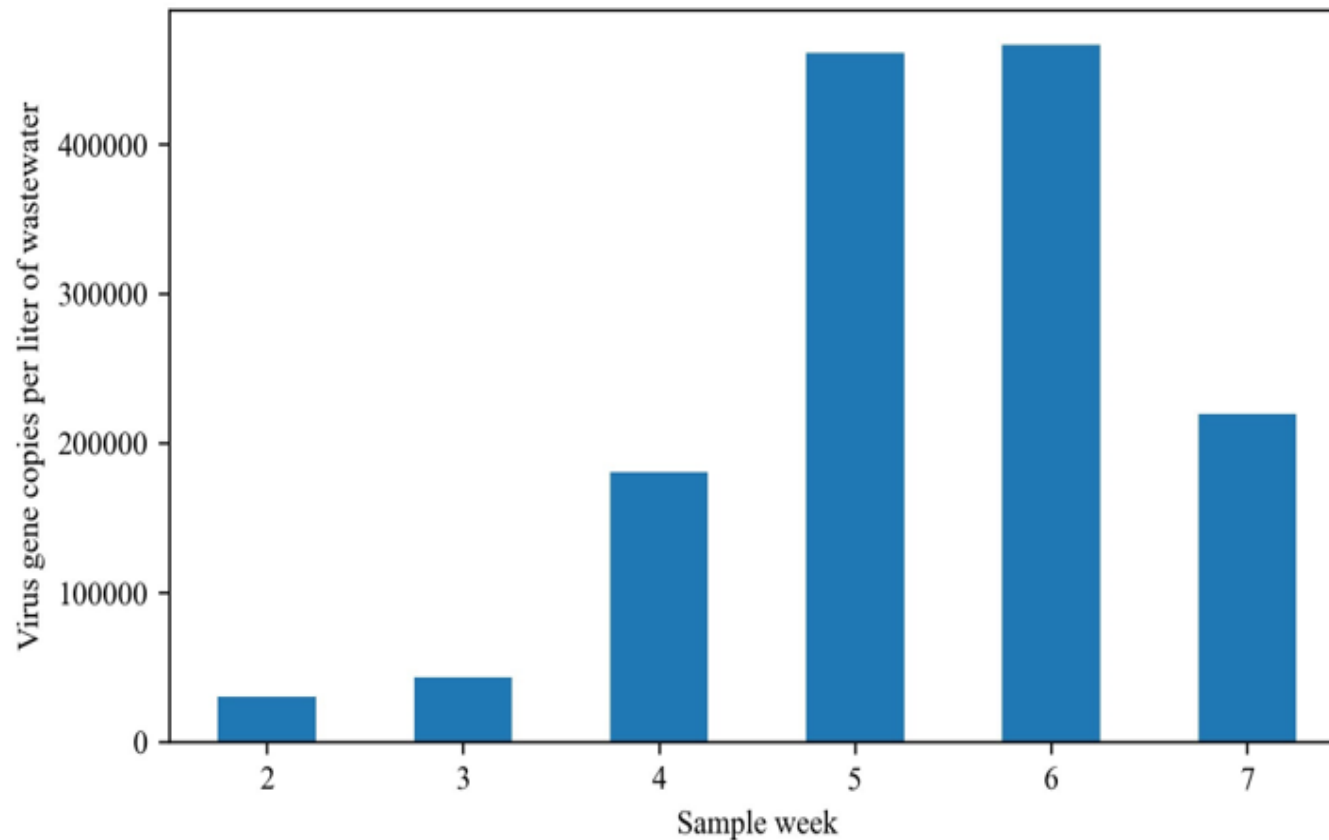


SARS-CoV-2 Wastewater Report Oct 27, 2021

Ontario City Inf
Ontario, OR

Sample Collection Date:
Oct 11, 2021
(Week 7)

Detected - 219,300
virus gene copies per liter of
wastewater



Non-detected values do not mean the virus is not present in the sample, only that the virus was below the detection limit of 5 virus gene copies/mL. Any questions, email emdriever@asu.edu.



Public Works Quarterly Presentation July-September 2021

Public Works Director: Al Cablay
Office Manager: Suzanne Mulvany
Office Specialist: Alicia Cardozo





November 2021 ACTIVITY REPORT



November 2021



Emergency Medical:

(Types of medical calls responded to: Falls with injury, fall lift assists, medical emergencies, medical alarms, assaults, etc.)

CITY	171
RURAL	10

4 of these emergency calls required back-up crews to be called in to respond to 2nd call.

Hazmat Team Calls:

0

Fire Related Emergency Calls:

(Types of fire related calls responded to: Rescue calls, building fires, vehicle fires, smoke detector/fire alarm activation, unauthorized burning, etc.)

	TOTAL	General	Mutual Aid
CITY	29	1	1
RURAL	4	1	0

0 of these emergency calls required back-up crews to be called in to respond to 2nd call.

TOTAL CALLS FOR MONTH

CITY	200
RURAL	14

Firefighter Training:

10/26 – Vehicle extrication with the new battery powered hydraulic tools.





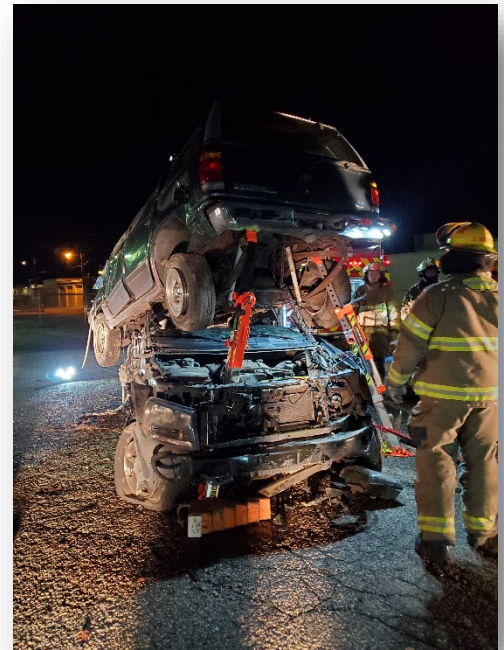
November 2021



Firefighter Training Continued:

11/2 – Ethics and Diversity in the workplace.

11/16 – Vehicle stabilization with the new stabilization bars and patient removal.



11/20 – Pumper operator class in Indian Valley ID.

11/23 – Fire victim search drills, with the thermal image camera and the use of the drone.

Permits Issued:

City Open Burns 5

City Burn Barrels 1

Rural Open Burns 39

Rural Burn Barrels 9



November 2021



Inspections:

9/30/21 – St. Peter school with the State Fire Marshal.

10/28/21 – The Bar and Dance club S. Oregon Fire sprinkler pressure test.

11/8/21 – North Verde Auto Salvage annual required state inspection.

11/12/21 – N. Oregon tri-plex fire sprinkler rough in.

11/18/21 – Farmers Supply Co-op Propane tank farm with the State Fire Marshal.

Community Involvement:

10/27/21 – Ribbon cutting at Beck Kiwanis tennis courts.

10/28/21 – Ribbon cutting at Elevation 2150 dispensary.

– Trunk or Treat at Ontario High School.





November 2021

Community Involvement Continued:

10/29/21 – Trunk or Treat at Four Rivers Cultural center.

11/2/21 – Escort the OHS soccer team out of town for state play-offs.



11/6/21 – Veterans Day Parade.





November 2021



Community Involvement Continued:

11/11/21 – *Veterans Day ceremony at Four Rivers cultural center.*

11/19/21 – *Traffic control and public education at Frosty Fest downtown.*

11/20/21 – *Provide drive through covid vaccine clinic at Fire Station 2.*

Summary of Calls of Interest:

City Incidents:

10/26 995 Manor Way 156 responded to a commercial alarm. This was a false alarm and they assisted with resetting the alarm system.

10/30 212 SE 10th Ave. R1 responded with 100 for a commercial alarm at Holiday Inn Express. The air compressor had gone bad, and this allowed the dry fire sprinkler system to become charged. The crew shut down the system and drained it so the alarm could be cleared to just the trouble mode. The hotel staff called the service techs to come repair the system.

11/2 1100 Block of SW 4th Ave. Rescue 1 responded to a large amount of black smoke coming from a building. Rescue 1 crew responded and investigated the complaint. The smoke was the exhaust from the generator at the physical plant for the hospital.

11/5 930 NW 4th St. #38 R1 responded to a smoke alarm activation. There was no fire or smoke just a dirty smoke detector.

11/8 1080 SW 5th Ave. Rescue 1 responded to heater smoking. They found a wall heater with dirt and Cheetos on the heat element. They turned off the power until the unit could be cleaned.

11/9 I-84 MP 375 R1 responded to an illegal burn of trash and tires at one of the homeless camps.



November 2021



City Incidents Continued:

11/9 6750 Brill and W. Maple Rd. New Plymouth Engine 101 and a crew responded for mutual aid to two separate fully involved fires in New Plymouth.





November 2021



City Incidents Continued:

11/11 555 NW 9th St. R1 crew responded to a cooking fire, the occupant was cooking on the stove top and some food under the pan near the burner caught on fire. The stove was turned off until the food and element could be cleaned.

11/12 1365 SW 12th St. Rescue 1 responded to a house fire that actually was the exterior wall of the garage. The occupant had disposed of ashes in the garbage container that he thought were cold but then started the other garbage on fire and this started the garage wall siding on fire. The owner was able to put the fire out with a garden hose prior to the crew's arrival.

11/13 1700 Block of E. Idaho R1 responded to smoke coming from under the bridge. They found an unattended campfire burning debris that they extinguished. The crew later responded to another unattended campfire along I-84 near Heinz that was just about out and not spreading anywhere, so they let it burn out and they responded to an illegal burn/ smoke complaint at 880 N. Oregon #46 where the smoke was causing a hazard on the freeway.

11/14 I-84 MP 375 R 1 responded to the same homeless camp for an illegal burn of trash.

11/14 1320 SW 4th Ave. Rescue 1 crew responded to a vehicle fire that had been put out by a bystander. The fire had burned wires under the hood in the area of the alternator.

11/15 790 SW 7th Pl. Rescue 1 responded to a commercial alarm in a childcare facility. The alarm had activated but the crew and staff could not find any sign of fire or smoke. The alarm panel showed a fault and trouble, so the alarm was silenced, and the staff was contacting a service man for repairs.

11/16 15 Freedom Dr. R1 crew responded to investigate a pilot light that was not working. They could not find the cause and advised the occupant to call a repairman.

11/18 995 Manor Way #20 R1 responded to a fire alarm that was for burnt food on the stove. The heat had been turned off and the smoke was clearing well.

11/20 759 NW 8th St. Rescue 1 crew was called to do a safety check for any elevated gas levels in this home. None were found and the occupant was told it was safe to occupy.

11/21 I-84 MP 375 and train trestle Rescue 1 responded again to a homeless camp that continues to set fires. This was a tire burning. The crew put the fire out.

11/21 995 Manor Way #20 Rescue 1 responded for a commercial alarm; this was burnt food again. We have responded to this same unit numerous times for this same reason.



November 2021



City Incidents Continued:

11/25 1775 E. Idaho R1 crew responded to a commercial alarm for a water flow, there was no problem and the system appeared normal.

11/25 2104 W Idaho Rescue 1 crew responded to a commercial alarm at the care facility. The staff told the crew that one of the residents pulled the alarm at the front door. The crew reset the pull station and reset the alarm.

Rural Incidents:

10/30 300 Snow moody Rescue 1 responded to a controlled burn of branches and leaves, but the owner did not have a burn permit. He was advised of the requirements.

11/5 605 Jacobson 156 and 100 responded to a Recreational vehicle near a large barn. The property was just outside of the fire district. The owner was advised of the situation by 100 and the crew still went ahead and put the fire out. The RV was fully involved when the crew arrived. The owner had dragged the RV trailer away from the barn. The crew used all their water and there were a few hot spots, so the owner was advised to put a yard sprinkler on the trailer.

11/15 I-84 MP 373 Chester & Foothill 156 responded to a large fire reported from the freeway. This was a controlled burn of an old barn that was in a silage pit. The occupant was on scene and the fire was allowed to continue to burn.

11/20 I-84 MP 373 Rescue 1 responded to a fire with a burn victim. The patient was treated for burns and transported to Life Flight and one firefighter stayed on scene to control the fire. The fire was from starting a fire with gasoline. This was a homeless camp under the bridge.

Jacobs November 2021 Report



Jacobs

Challenging today.
Reinventing tomorrow.

Monthly Business Review

Public Works Department

Contents:

- ENGINEERING DEVELOPMENT REVIEW SUMMARY
- WATER TREATMENT PLANT AND DISTRIBUTION SYSTEM SUMMARY
- WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY
- OPERATIONS MAINTENANCE SUMMARY
- APPENDIX



DEVELOPMENT REVIEW

ACTIVITIES NOVEMBER 2021

- Issued five-(5) Right-of-Way/ROW Permits
- Attended one-(1) Preliminary Development Advisory Committee/PDAC meeting
- Public Works Jacobs monthly safety meeting
- Safe Routes to School/SRTS Grant design support
- T200 and Navarrete Water and Sewer extension design assistance
- Conducted multiple plan reviews for new construction
- Conducted multiple construction inspections
- Citywide GIS mapping continuous updates
- GIS new installations of City utilities
- Snake River Correctional Institute/SRCI Sewer line upgrade Bid Opening

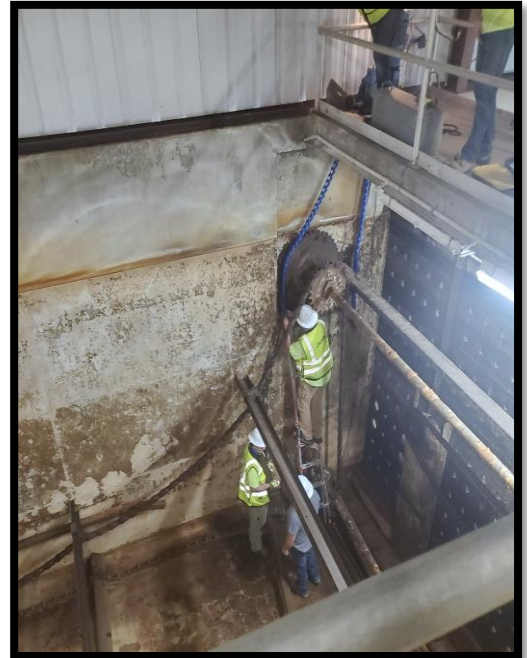


WATER: TREATMENT PLANT AND DISTRIBUTION SUMMARY

ACTIVITIES NOVEMBER 2021



New Flocculator motor and gearbox installed, and clarifier brought online.



Clarifier #1 Chain and Flight tail shaft repaired and reinstalled.



Conducting Project Specific Sanitary Survey (PS3)



WATER: TREATMENT PLANT AND DISTRIBUTION SUMMARY

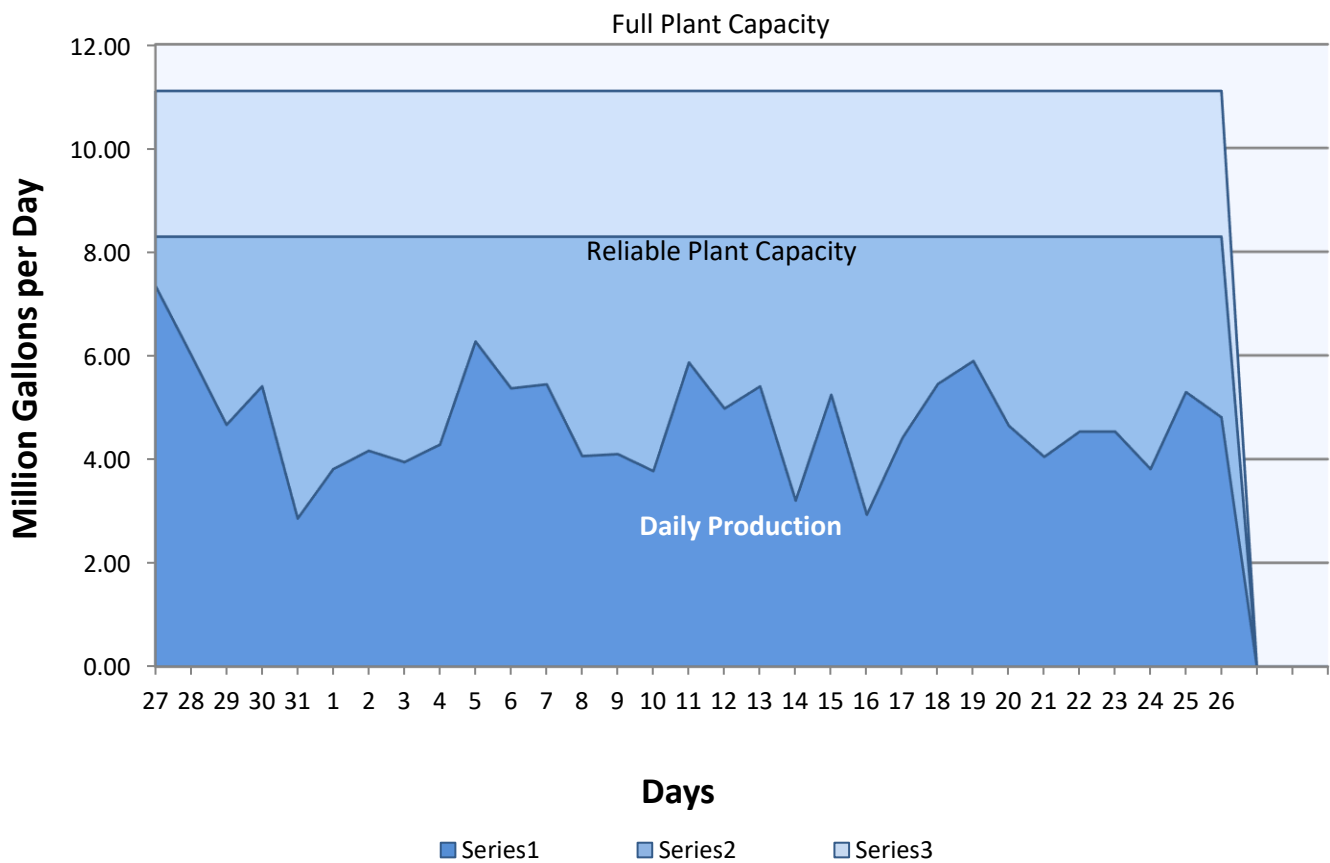
ACTIVITIES NOVEMBER 2021

- Conducting weekly diagnostic checks (jar testing) to ensure that the chemical dosing for the river water quality compliance
- Monthly Bacterial samples taken
- Winterization process completed at Booster Stations, Well Buildings, and Treatment Plant
- Crews adjusting the chemical delivery systems
- Improvements made to Westech chlorine supply line to avoid repeated leaking
- 18 water services turned on customer request
- 12 water services shut off customer request
- 36 water services on/off read only customer request
- 46 water service shutoffs for non-payment
- 38 water service turn ons for payment received
- 9 irrigation services shut off and winterized
- 17 non-functioning water meters changed out
- 8 water services checked and verified off due to non-payment list
- 6 water services checked for consumption (0 or high reading) issues
- 8 customer requests to check for water service leaks
- 9 water service requests shut off due to leaks
- 10 water services turned on and leaks verified and repaired by customer
- 47 utility locates completed
- Water maintenance, repaired leaks, fixed a broken box
- Two-(2) damaged fire hydrants repaired
- Replaced one-(1) fire hydrant on NE 3rd Ave
- Relocated 3" water service on Fortner, installed a new 4' concrete vault and moved it behind the sidewalk.
- Installed 2 water services

WATER TREATMENT PLANT

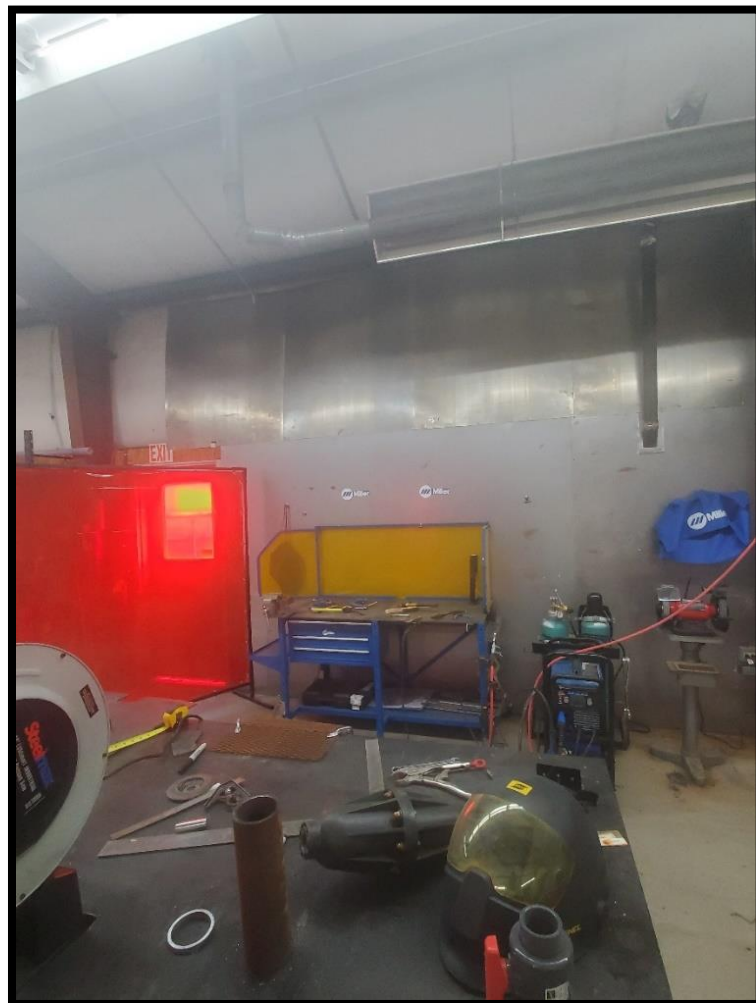
PRODUCTION VS. CAPACITY

Demand vs. Availability Oct 27 - Nov 26, 2021



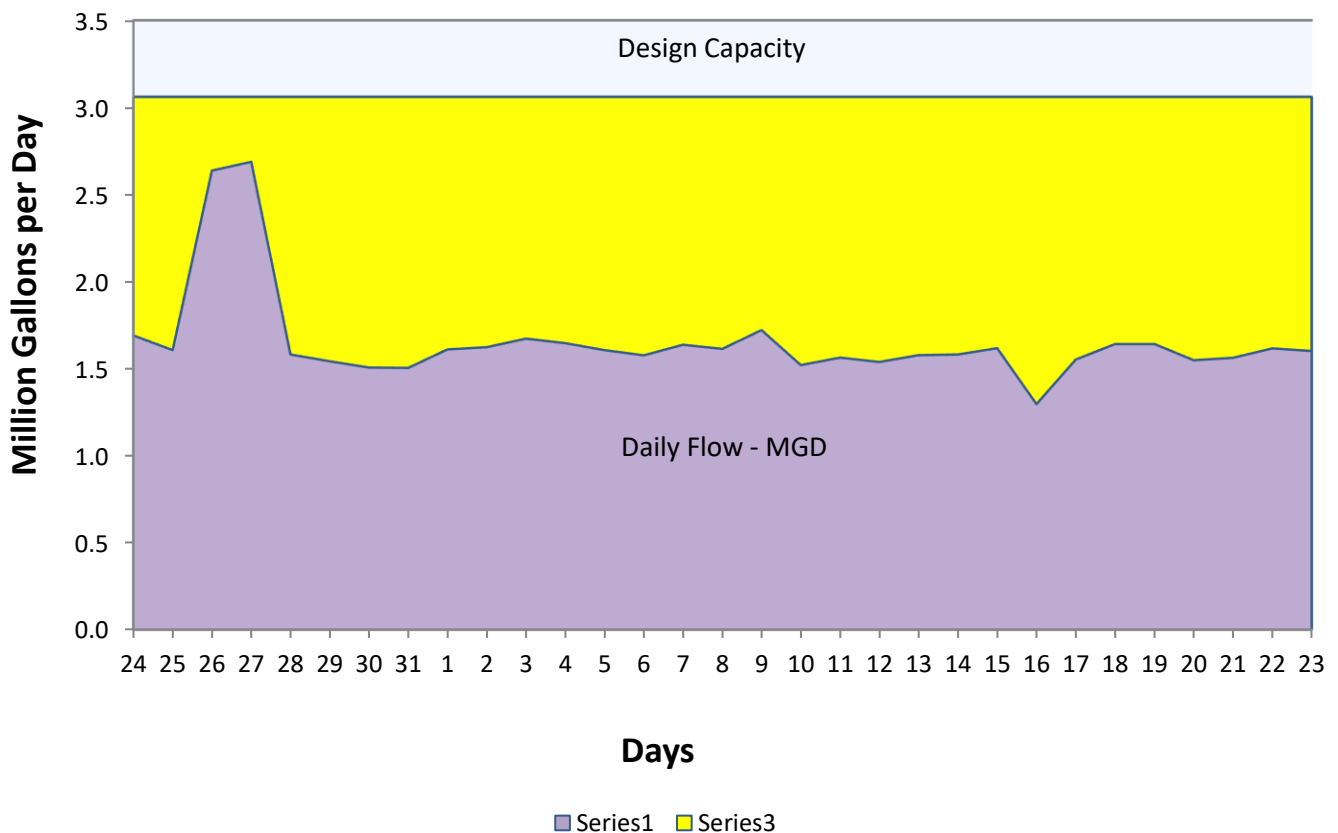
WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY

ACTIVITIES NOVEMBER 2021



WASTEWATER: TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY

Wastewater Treatment Flows Oct 24 - Nov 28, 2021



WASTEWATER TREATMENT PLANT

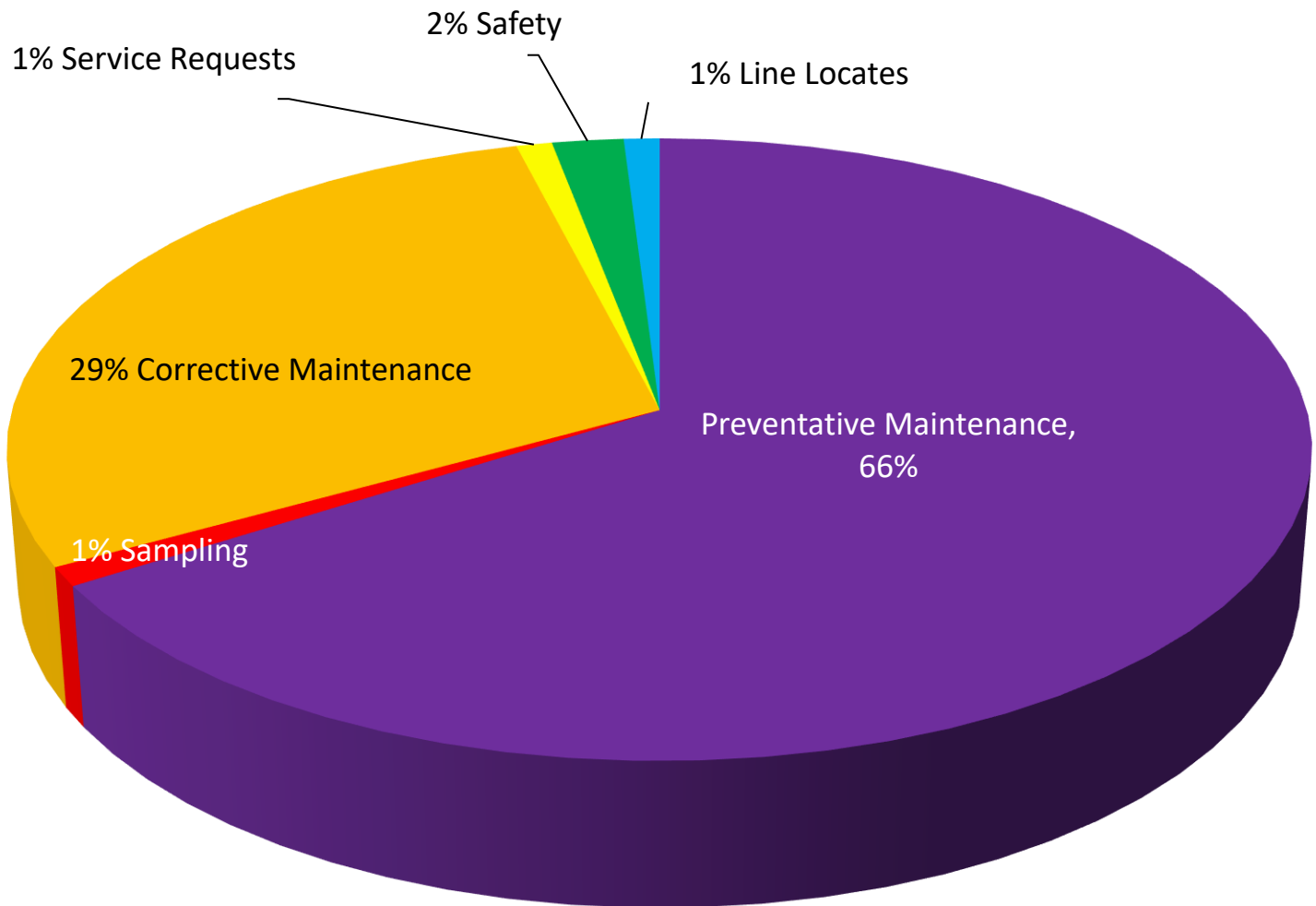
ACTIVITIES NOVEMBER 2021

- All sampling per the 2019 NPDES permit have been taken.
- Began Tier 2 sampling required by the NPDES permit for the next 6 months.
- Continued required copper Biotic sampling required in the NPDES permit.
- West contact chamber cleaned and placed on standby.
- All buildings and equipment have been winterized for the season.
- ASU/OSU COVID-19 samples completed and mailed out.
- New shop Hot Work area was completed.
- Removed pump #1 at Murakami Lift Station - cracked housing on 20HP PACO pump.
[Newest effort to source a replacement pump for this lift station.]
- Cleaned Sewers ahead of the CCTV project that is getting ready to start, this will be ongoing



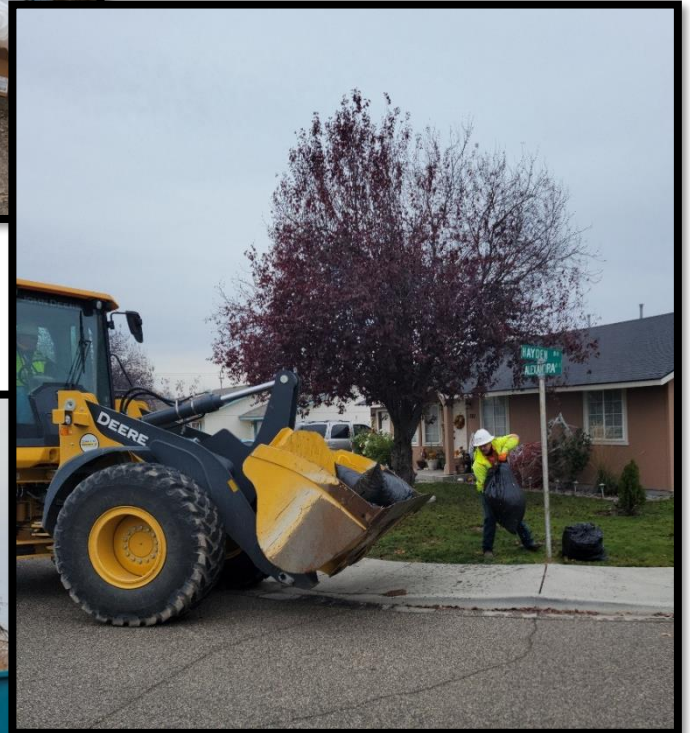
OPERATIONS MAINTENANCE: BUILDINGS, PARKS, CEMETERIES AND STREETS SUMMARY

ACTIVITIES NOVEMBER 2021



OPERATIONS MAINTENANCE: BUILDINGS, PARKS, CEMETERIES AND STREETS SUMMARY

ACTIVITIES NOVEMBER 2021



OPERATIONS MAINTENANCE: BUILDINGS, PARKS, CEMETERIES AND STREETS SUMMARY

ACTIVITIES NOVEMBER 2021

- Triennial Citywide Street Sweeping commenced
- Downtown and Underpass areas swept twice
- Fall leaf pickup commenced
- Sign maintenance throughout town, replacing damaged and signs that had been graffitied
- Set up/Pick-up traffic control for the Frosti Fest
- Set up/Pick-up traffic control for the Veterans Day Parade
- Cleared debris off catch basins and grates Citywide
- Cleaned up two- (2) abandoned Homeless Camps



APPENDIX

PUBLIC WORKS DEPARTMENT

The City of Ontario Public Works Department consists of five Divisions that include Administration, Engineering, Water Treatment and Distribution, Wastewater Treatment and Operations (Streets, Stormwater, Buildings, Parks and Cemeteries). The Department has 30 FTEs (full-time equivalent) employees. This service is provided via a Public-Private Partnership with Jacobs Engineering Group, INC.

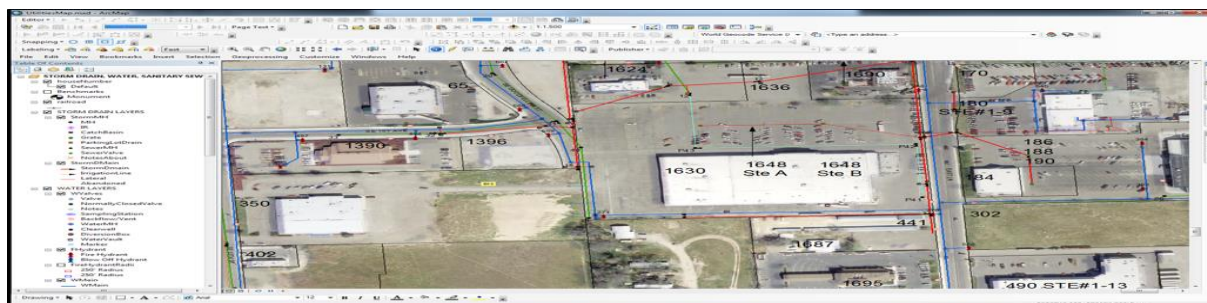
Public Works maintains a water system that complies with the EPA and Division of Health requirements. Staff also maintains the Wastewater Collection system and Wastewater Treatment facilities to meet DEQ standards. These same employees provide sewer and water line construction and maintenance to the City's transportation system (i.e.: streets, sidewalks, bicycle paths, storm-sewer systems and other infrastructure within the City).

ADMINISTRATION

The Administration Division is responsible for the delivery of all of the contractual obligations and oversees the financial, human resource and all resource management processes. The Administrative Staff evaluate the needs for contracted services, implementing necessary service agreements, developing energy management strategies, and formulating short- and long-term programs and plans in conjunction with City Administration (City Management and City Council).

ENGINEERING

The Engineering Division Department works with other utilities, developers and property owners in addressing utility issues, public improvements, subdivision development, local improvement districts and other municipal projects. The Department also maintains a set of Standard Specifications for providing uniform procedures for the installation. The staff reviews and approves construction plans for subdivisions, partitions, streets, sanitary sewer, water lines, and storm drainage construction projects. They also design projects, prepare bid documents and provide project management for Public Works Capital Improvement Program (CIP) project improvements.



The Geographic Information System (GIS) database is maintained by Engineering Department staff. The department also provides support to the city by creating, analyzing, and maintaining the city's geographical digital data. They provide updates to the record maps for all city utilities, right-of-way, easements, land division plots, and city base maps.

OPERATIONS MAINTENANCE

Public Works maintains more than 122 lane miles of improved streets and more than 9 miles of alleys and is responsible for resurfacing, repairing and maintaining the streets, installing and maintaining street signs and markings, tree trimming, and repairing all established pavement markings. This Division also completes excavation and repair of deteriorating streets, gravel road grading, street sweeping, crack sealing, chip sealing, snow removal and sanding during the winter months, and weed control along the alleys. Public Works assist Ontario Chamber of Commerce by placing Holiday decorations on streetlights during the season.

*ONTARIO PUBLIC WORKS MAINTAINS MORE THAN
122 LANE MILES OF IMPROVED STREETS 9 MILES OF
ALLEYS CHIP SEALS LAST A MINIMUM OF 8 YEARS, AND
PUBLIC WORKS CHIP SEALS 7 MILES PER YEAR 56 MILES
OF STORM DRAIN COLLECTION LINES, AND 1,450 CATCH
BASINS*

As part of the annual Street Maintenance Program, crews chip seal street surfaces in the summer months to protect them from water and weather damage and to keep them in good condition. Chip seal roadway treatments help to maintain the existing pavement, delaying further aging resulting from water and sun,

and provides a moisture barrier to existing pavements by sealing surficial cracks. A chip seal application provides substantial savings to taxpayers and can last 8 to 10 years with just minimal roadway maintenance required. The city chip seals approximately 10 miles of streets per year.

The Ontario Park system consists of both active and passive recreational areas. There are four neighborhood parks, one community park, one large urban park, and numerous special use sites in the park system. In total, the City owns 13 park and recreational areas representing more than 1,012 acres of land. The city also owns the Wayne King Skateboard Park. There are two municipally owned and operated Cemeteries – Evergreen and Sunset Cemeteries. The Operations Division is responsible for the operation and maintenance of those areas. Included in their responsibilities are all municipal buildings. This includes general maintenance and repair work, the implementation of preventative maintenance programs, and the administering of service contracts (janitorial, HVAC, electrical, elevator, etc.). This division is also charged with the oversight of facility-related projects, including remodels and systems upgrades.

WATER TREATMENT PLANT

Water treatment plant staff is responsible for treatment of the city's drinking water supply. They must reliably produce high-quality water in adequate volume to meet city needs. Besides the daily laboratory checks, there are monthly, quarterly and yearly reports.

There are two sources of water for Ontario's estimated 11,090 residents: 80 percent comes from the Snake River and 20 percent comes from wells. Two plants treat the City's water. One is a conventional filtration plant and the other is an up flow clarifier. The steps for treatment are flocculation, sedimentation, filtration and disinfection, which meet the compliance of the Oregon Health Authority (OHA).

The Oregon Health Authority requires an operator be on duty 365 days a year. Ontario customers account for 3,845 water services, not including Snake River Correctional Institute (SRCI).

The Water Treatment Plant has a reliable capacity (capacity with the largest pump out of service) of 8.3 Million Gallons Per Day (MGD) and a maximum capacity of 11 MGD. The water treatment plant average production is 6 MGD and the City's largest industrial user, Heinz Frozen Foods, uses an average of 2.2 MGD of that water.

The City retains surface and groundwater rights permits for a combined total of 38.23 cubic feet per second (cfs), 24.71 MGD for municipal use. One hundred percent (100%) of the City's potable water is treated and disinfected at the water treatment plant. The plant has an original 8-MGD design capacity based on the optimum filter loading rates. The City expanded its treatment capacity in 2006, through the addition of two adsorption clarification and filtration tanks.

Water Distribution System include maintenance and repair of approximately 97 miles of water lines and 3,625 services that include service installations, mainline installation, meter reading, maintenance of more than 600 fire hydrants, and valve exercising of more than 1,700 water valves.

THE WATER TREATMENT PLANT HAS A RELIABLE CAPACITY OF 8.3 MGD AND A MAXIMUM CAPACITY OF 11 MGD.

APPROXIMATELY 80 PERCENT OF WATER COMES FROM THE SNAKE RIVER, THE OTHER 20 PERCENT FROM WELLS.

MAINTAINS 80 MILES OF WATER MAINS.

WASTEWATER TREATMENT PLANT

The wastewater treatment plant collects wastewater from the entire city and SRCI. The prison accounts for approximately 16 percent of the flow to the plant.

Wastewater treatment plant operators use a conventional treatment system of aerated lagoons and secondary chlorination treatment. Effluent from the treatment process is used to irrigate forage crops during the growing season. Nine lift stations transport sanitary sewer waste to the Wastewater Treatment Plant. Wastewater is screened and the flow measured at the headworks. Five cells (lagoons) with 25 mechanical aerators assist with biological treatment. Onsite generation of chlorine is used for disinfection.

PUBLIC WORKS MAINTAINS 78 MILES OF SANITARY
SEWER LINES THROUGHOUT CITY LIMITS

Average discharge volume is approximately 1.5 MGD. Winter discharge is to the Snake River from November through March. Summer discharge is land applied to approximately 353 acres of cropland at the Skyline Farm. Sewer collection duties include maintenance and repair of approximately 78 miles of sanitary sewer lines within the city. Responsibilities include constructing new pipelines, cleaning all gravity sanitary sewer lines, repairing or replacing sanitary sewer lines as needed, providing line locations for all water and sewer lines, and maintaining eight lift stations plus a bar screen and one lift station from SRCI. The city has approximately 56 miles of storm drain collection lines and 1,450 catch basins throughout city limits. Duties include storm drain maintenance and repair, cleaning of approximately 11 miles of storm drain lines, and cleaning the catch basins.



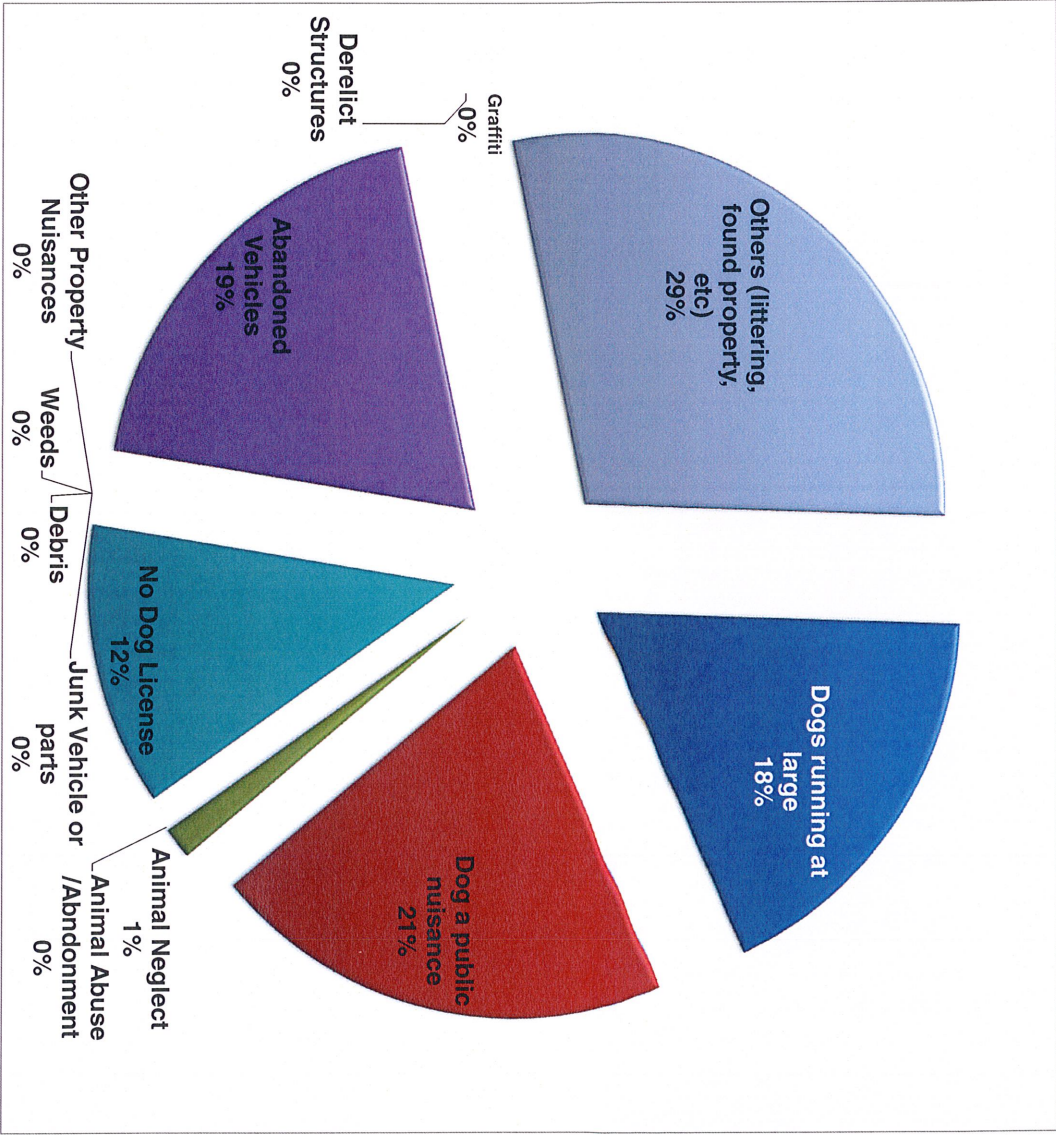
Police Stat Report 2021

Activity	2021 September	2021 October	2021 November	YTD 2021	PRIOR YTD 2020
Calls for Service	911/1467	875/1397	780 / 1264	8797/14082	9521
Murder	0	2	0	3	1
Manslaughter	0	0	1	1	0
Robbery	2	1	3	18	8
Sex Crimes	2	8	4	58	49
Burglary	11	16	13	165	118
Assault	12	19	5	137	158
Arson	0	2	0	5	0
UUMV / Auto Theft	11	10	8	100	0
Arrests	113	103	117	1089	758
Arrests w/Use of Force	3	3	0	24	12
Gang Related Cases	3	1	1	44	32
Graffiti	5	2	1	67	59
Death Investigations	1	3	5	24	27
SRO Cases	19	34	41	160	109
Thefts	68	82	71	737	766
Traffic Stops	58	67	55	912	1693
Cited Traffic/Parking	106	101	87	974	849
Traffic Crashes	45	60	42	481	401
Alarms	28	32	22	305	328

CODE ENFORCEMENT

November: 2021 Stats

Violation	Sep-21	Column1
Dogs running at large	13	
Dog a public nuisance	15	
Animal Neglect	1	
Animal Abuse /Abandonment	0	
No Dog License	9	
Debris	0	
Weeds	0	
Junk Vehicle or parts	0	
Other Property Nuisances	0	
Abandoned Vehicles	14	
Derelict Structures	0	
Graffiti	0	
Others (littering, found property, etc)	21	
Dogs taken to (Fetch This Kennel)	0	
Civil Penalties Issued	0	
C.P. Amount Sent	\$0	
Total Parking Citations	1	
Total Violations	74	
Total Cases	74	
	0	



Notes: CODE ENFORCEMENT HAS BEEN MAKING MORE VERBAL CONTACT WITH PROPERTIES THAT HAVE VIOLATIONS
ABATEMENTS ARE BEING DONE /WITH NO CIVIL PENALTIES BEING SENT AT THIS TIME. CODE ENFORCEMENT HAS BEEN
VERY LUCKY AND HAVE BEEN GETTING COMPLIANCE FROM THE BUSINESS AND RESIDENCE WITH CLEANING UP THEIR PROPERTIES.



Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
Printed: 12/7/2021 12:39 PM

Highlighted items
are EOBB pass
through housing
incentives &
property
improvement rebate



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	878915	Jacobs Engineering Group, Inc.	10/05/2021	454,292.75
ACH	878915	Jacobs Engineering Group, Inc.	10/05/2021	448,139.33
ACH	878915	Jacobs Engineering Group, Inc.	10/05/2021	15,783.83
Total for 10/5/2021:				918,215.91
127836	879600	Zacharia Olson Client Trust	10/06/2021	631.60
Total for 10/6/2021:				631.60
ACH	878915	Jacobs Engineering Group, Inc.	10/07/2021	82,251.31
Total for 10/7/2021:				82,251.31
127839	&525	American Staffing, Inc.	10/22/2021	1,401.19
127840	037600	AT&T	10/22/2021	24.49
127841	UB*11920	CELESTIAL BOVEE	10/22/2021	30.42
127842	879494	Bruneel, LLC	10/22/2021	1,589.90
127843	UB*11914	CAROL BUELL	10/22/2021	124.09
127844	UB*11917	BERNADETTE BURTON	10/22/2021	66.57
127845	626400	Campo & Poole Distributing, LLC	10/22/2021	8,583.97
127846	144000	Cascade Natural Gas Corporation	10/22/2021	44.22
127847	637830	Century Link	10/22/2021	474.09
127848	637828	Century Link Communications, LLC	10/22/2021	110.64
127849	UB*11915	GREGORY CLARK	10/22/2021	50.59
127850	879062	Compass Minerals America, Inc.	10/22/2021	7,068.26
127851	520400	Dorman's, Inc.	10/22/2021	75.90
127852	UB*11921	ANGEL FIGUEROA	10/22/2021	49.30
127853	UB*11919	GURU HOSPITALITY LLC DBA CLARIC	10/22/2021	1,770.48
127854	879299	Dwayne Allen Holloway	10/22/2021	1,801.25
127855	879247	Idaho Communications, LLC	10/22/2021	470.00
127856	376000	Idaho Power	10/22/2021	4,647.53
127857	879191	Kristy Lynn Janti	10/22/2021	80.00
127858	408200	J-U-B Engineers, Inc.	10/22/2021	17,759.42
127859	412500	Keller Associates, Inc.	10/22/2021	11,122.00
127860	UB*11916	MARIA LUCRECIA LOZOYA DE LOPEZ	10/22/2021	136.00
127861	UB*11922	MALHEUR FEDERAL CREDIT UNION	10/22/2021	434.01
127862	&509	Matsy's Restaurant & Catering	10/22/2021	30.00
127863	879582	Mottlab West, Inc.	10/22/2021	17,632.00
127864	879301	Net Assets Corporation	10/22/2021	468.00
127865	572000	Ontario Sanitary Service, Inc.	10/22/2021	313.06
127866	516494	State of Oregon Department of Transportati	10/22/2021	1,890.73
127867	642093	Red's Automotive Repair, Inc.	10/22/2021	235.42
127868	130950	Sparklight Business	10/22/2021	104.41
127869	879138	Stantec Consulting Services, Inc.	10/22/2021	3,291.00
127870	879146	Toshiba Financial Services	10/22/2021	1,721.89
127871	879553	Training & Employment Consortium	10/22/2021	1,188.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
127872	788402	TransUnion Risk & Alternative Data Soluti	10/22/2021	75.00
127873	879151	Waste-Pro	10/22/2021	40.05
127874	774001	Wtechlink	10/22/2021	300.00
127875	UB*11918	ASHLEY YARDLEY*	10/22/2021	116.06
127876	832852	Wells Fargo Business Elite Card	10/22/2021	5,998.05
Total for 10/22/2021:				91,317.99
ACH	878915	Jacobs Engineeering Group, Inc.	10/25/2021	25,068.51
ACH	878915	Jacobs Engineeering Group, Inc.	10/25/2021	454,292.75
127877	879601	May Swihart	10/25/2021	438.11
127878	879602	Justin Zysk	10/25/2021	768.37
Total for 10/25/2021:				480,567.74
127879	480000	911 Supply	10/29/2021	364.98
127880	&525	American Staffing, Inc.	10/29/2021	654.61
127881	036800	Atlas Business Solutions, Inc.	10/29/2021	556.80
127882	879497	Gus Bezates	10/29/2021	19,027.81
127883	UB*11927	MICHAEL BROWN	10/29/2021	77.99
127884	UB*11924	HEATHER BRUFFETT	10/29/2021	96.02
127885	190220	Commercial Tire, Inc.	10/29/2021	4,504.87
127886	237002	Dell Marketing,L.P.	10/29/2021	6,553.08
127887	247940	Dooley Enterprises, Inc.	10/29/2021	609.44
127888	270205	Emergency Responder Services, Inc.	10/29/2021	1,088.50
127889	360015	Home Depot Credit Services	10/29/2021	24.97
127890	456402	Malheur County Clerk	10/29/2021	107.00
127891	451650	Malheur County Tax Collector	10/29/2021	63.14
127892	879603	Christina Marie Markee	10/29/2021	6,000.00
127893	879464	Merchant McIntyre Associates, LLC	10/29/2021	6,500.00
127894	461607	MicroTechnology Systems, Inc.	10/29/2021	8,850.00
127895	602320	NAPA Auto Parts	10/29/2021	115.65
127896	UB*11923	KEVIN O'NEIL	10/29/2021	46.38
127897	532000	Ontario Bearing & Hydraulic, Inc.	10/29/2021	6.62
127898	583401	State of Oregon Department of Environmen	10/29/2021	765.00
127899	242083	State of Oregon Department of Transportati	10/29/2021	6.00
127900	528405	Oster Professional Group, CPA's PC	10/29/2021	24,822.42
127901	UB*11926	MIRNA PEREZ	10/29/2021	11.17
127902	879149	Pro Force Law Enforcement	10/29/2021	3,048.90
127903	642093	Red's Automotive Repair, Inc.	10/29/2021	131.29
127904	879469	SBRK Finance Holdings, Inc.	10/29/2021	2,472.00
127905	702008	Staples Business Credit	10/29/2021	724.04
127906	&357	Larry A. Sullivan	10/29/2021	3,540.00
127907	738002	Symbol Arts, LLC	10/29/2021	422.50
127908	879553	Training & Employment Consortium	10/29/2021	540.00
127909	879605	Treasure Valley Community College	10/29/2021	500.00
127910	879604	Michael K. Walker	10/29/2021	6,000.00
127911	879470	Western Treasure Valley Rotary Club	10/29/2021	838.15
127912	UB*11925	WESTGATE MOBILE ESTATES, LLC	10/29/2021	6,048.11
Total for 10/29/2021:				105,117.44
ACH	PRAFLAC	AMERICAN FAMILY LIFE ASSURANCE	10/31/2021	774.22
ACH	PRAMERF	AMERICAN FUNDS GROUP	10/31/2021	225.00
ACH	PRCCIS	E B S TRUST	10/31/2021	73,739.24
ACH	PRCOLONI	COLONIAL LIFE	10/31/2021	1,001.50

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	PRFED	PAYROLL TAXES	10/31/2021	72,600.58
ACH	PRICMA	I C M A RETIREMENT TRUST 457	10/31/2021	400.00
ACH	PRNATW	NATIONWIDE RETIREMENT SOLUTIO	10/31/2021	400.00
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	10/31/2021	732.00
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	10/31/2021	281.02
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	10/31/2021	12,095.33
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	10/31/2021	7,500.00
ACH	PRPERS	OREGON PERS	10/31/2021	105,245.67
127923	PRLINC	LINCOLN NATIONAL LIFE INS CO	10/31/2021	600.00
127924	PRSFIRE	UMPQUA BANK	10/31/2021	360.00
Total for 10/31/2021:				275,954.56
ACH	878915	Jacobs Engineeering Group, Inc.	11/01/2021	12,640.73
Total for 11/1/2021:				12,640.73
127913	UB*11928	CASI CANADY	11/04/2021	59.41
127914	637830	Century Link	11/04/2021	717.54
127915	637828	Century Link Communications, LLC	11/04/2021	101.75
127916	UB*11929	ADRIANA & MARCO DELACRUZ	11/04/2021	27.91
127917	UB*11930	JOSE LUIS DURAN	11/04/2021	70.56
127918	376000	Idaho Power	11/04/2021	1,759.65
127919	879417	LightSpeed Networks, Inc.	11/04/2021	1,130.16
127920	UB*11931	LOFT PROPERTY MANAGEMENT LLC	11/04/2021	4,239.83
127921	572000	Ontario Sanitary Service, Inc.	11/04/2021	313.06
127922	288897	Verizon	11/04/2021	1,943.22
Total for 11/4/2021:				10,363.09
ACH	PRFED	PAYROLL TAXES	11/05/2021	525.38
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	11/05/2021	3.44
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	11/05/2021	17.97
ACH	PRPERS	OREGON PERS	11/05/2021	1,415.99
127925	&525	American Staffing, Inc.	11/05/2021	362.47
127926	130624	B & W Car Wash	11/05/2021	27.00
127927	879494	Bruneel, LLC	11/05/2021	67.90
127928	626400	Campo & Poole Distributing, LLC	11/05/2021	8,775.91
127929	520400	Dorman's, Inc.	11/05/2021	47.36
127930	879191	Kristy Lynn Janti	11/05/2021	120.00
127931	&263	Jay Hartley Excavation	11/05/2021	1,100.00
Total for 11/5/2021:				12,463.42
127933	005000	A-1 Key and Lock Service	11/12/2021	5.00
127934	879606	ACSM, Inc.	11/12/2021	25,000.00
127935	&525	American Staffing, Inc.	11/12/2021	681.66
127936	879525	ARAMARK Uniform & Career Apparel Gr	11/12/2021	182.08
127937	033300	Argus Observer	11/12/2021	182.88
127938	037600	AT&T	11/12/2021	32.48
127939	879610	B H Guns	11/12/2021	600.00
127940	144000	Cascade Natural Gas Corporation	11/12/2021	154.02
127941	879451	CDR Labor Law, LLC	11/12/2021	1,128.50
127942	637830	Century Link	11/12/2021	473.73
127943	UB*11933	NATHAN COOKE	11/12/2021	6.12
127944	879608	Christopher E. Cox, Consultant	11/12/2021	2,400.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
127945	216000	D & B Supply Company	11/12/2021	169.99
127946	303800	Frank's Extinguisher Service	11/12/2021	355.82
127947	UB*11932	JEFFREY GRAY**	11/12/2021	24.83
127948	879299	Dwayne Allen Holloway	11/12/2021	1,760.00
127949	879247	Idaho Communications, LLC	11/12/2021	990.00
127950	382005	Interpath Laboratory, Inc.	11/12/2021	32.25
127951	21847	Vernon L. Keffer	11/12/2021	20,000.00
127952	422140	Kinney Industries, Inc.	11/12/2021	583.00
127953	456402	Malheur County Clerk	11/12/2021	107.00
127954	879225	Malheur Media, LLC	11/12/2021	75.15
127955	&509	Matsy's Restaurant & Catering	11/12/2021	40.00
127956	879301	Net Assets Corporation	11/12/2021	636.00
127957	516494	State of Oregon Department of Transportati	11/12/2021	2,051.60
127958	641142	The Radar Shop, Inc.	11/12/2021	434.00
127959	642093	Red's Automotive Repair, Inc.	11/12/2021	166.17
127960	360004	Saint Alphonsus Ontario	11/12/2021	36.00
127961	879469	SBRK Finance Holdings, Inc.	11/12/2021	1,324.00
127962	879145	Silver Signet, LLC	11/12/2021	54.50
127963	130950	Sparklight Business	11/12/2021	104.41
127964	704400	Star Fire District	11/12/2021	4,331.35
127965	879340	Teskey, Inc.	11/12/2021	1,290.00
127966	788402	TransUnion Risk & Alternative Data Soluti	11/12/2021	75.00
127967	879212	Uniforms 2 Gear	11/12/2021	1,043.56
127968	288897	Verizon	11/12/2021	2,001.14
127969	879151	Waste-Pro	11/12/2021	40.05
127970	863995	White Cloud Communications-Boise, Inc.	11/12/2021	922.00
127971	774001	Wtechlink	11/12/2021	300.00
Total for 11/12/2021:				69,794.29
ACH	PRFED	PAYROLL TAXES	11/19/2021	2,100.95
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	11/19/2021	11.99
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	11/19/2021	268.42
ACH	PRPERS	OREGON PERS	11/19/2021	3,184.56
127972	028000	Anderson Perry & Associates, Inc.	11/19/2021	653.75
127973	879615	ArchiveSocial, Inc.	11/19/2021	1,867.50
127974	033300	Argus Observer	11/19/2021	726.64
127975	183201	CK3, LLC	11/19/2021	7,500.00
127976	192800	Cone Automotive, LLC	11/19/2021	506.19
127977	262000	Eastside Florist	11/19/2021	117.00
127978	879006	Idaho Materials & Contruction	11/19/2021	74,036.24
127979	879539	Intermountain Plumbing	11/19/2021	235.00
127980	412500	Keller Associates, Inc.	11/19/2021	43,910.00
127981	441140	Looks Nu, Inc.	11/19/2021	390.00
127982	879225	Malheur Media, LLC	11/19/2021	40.00
127983	879464	Merchant McIntyre Associates, LLC	11/19/2021	6,500.00
127984	879582	Mottlab West, Inc.	11/19/2021	1,179.25
127985	477523	Municode	11/19/2021	2,031.64
127986	500400	Norco, Inc.	11/19/2021	197.51
127987	333809	State of Oregon Government Ethics Commi	11/19/2021	768.35
127988	528405	Oster Professional Group, CPA's PC	11/19/2021	24,822.42
127989	879551	Painter Holdings & Business Ventures, Inc.	11/19/2021	14.00
127990	879614	Quick Tow & Recovery	11/19/2021	595.40
127991	879138	Stantec Consulting Services, Inc.	11/19/2021	3,030.75
127992	&357	Larry A. Sullivan	11/19/2021	8,404.16
127993	879146	Toshiba Financial Services	11/19/2021	1,721.89
127994	879087	Adam Brown	11/19/2021	84.62

Check No	Vendor No	Vendor Name	Check Date	Check Amount
127995	UB*11935	JULIE HEARN	11/19/2021	170.00
127996	879612	Michael Iwai	11/19/2021	733.14
127997	501200	Norm's Auto Electric	11/19/2021	500.00
127998	879611	Bertha Oviedo	11/19/2021	150.00
127999	879613	Casey Pamperien	11/19/2021	396.87
128000	879452	Rick Reyna	11/19/2021	98.24
128001	UB*11934	LORENA TADEO	11/19/2021	126.15
Total for 11/19/2021:				187,072.63
ACH	878915	Jacobs Engineering Group, Inc.	11/22/2021	34,409.32
ACH	878915	Jacobs Engineering Group, Inc.	11/22/2021	410,559.62
ACH	879504	Zions Bank Corporate Trust	11/22/2021	276,724.18
128003	879504	Zions Bank Corporate Trust	11/22/2021	243,230.39
Total for 11/22/2021:				964,923.51
128005	879591	ARH Archaeology and Architectural Histor	11/23/2021	2,614.00
128006	879087	Adam Brown	11/23/2021	106.50
128007	637830	Century Link	11/23/2021	723.36
128008	879570	James A Grissett	11/23/2021	14,000.00
128009	376000	Idaho Power	11/23/2021	2,738.50
128010	879417	LightSpeed Networks, Inc.	11/23/2021	1,130.16
128011	879225	Malheur Media, LLC	11/23/2021	534.00
128012	461607	MicroTechnology Systems, Inc.	11/23/2021	1,047.60
128013	879609	MRH, Inc.	11/23/2021	5,000.00
128014	151001	City of Ontario	11/23/2021	1,950.00
128015	516780	Oregon Building Officials Association	11/23/2021	395.00
128016	879616	Donald L. and Elayne M. Ray	11/23/2021	6,000.00
Total for 11/23/2021:				36,239.12
128017	&260	Four Rivers Cultural Center	11/24/2021	29,669.24
128018	539200	Ontario Area Chamber of Commerce	11/24/2021	24,376.48
Total for 11/24/2021:				54,045.72
ACH	PRAFLAC	AMERICAN FAMILY LIFE ASSURANCE	11/30/2021	774.22
ACH	PRAMERF	AMERICAN FUNDS GROUP	11/30/2021	225.00
ACH	PRCCIS	E B S TRUST	11/30/2021	72,134.43
ACH	PRCOLONI	COLONIAL LIFE	11/30/2021	1,001.50
ACH	PRFED	PAYROLL TAXES	11/30/2021	69,509.64
ACH	PRICMA	I C M A RETIREMENT TRUST 457	11/30/2021	400.00
ACH	PRNATW	NATIONWIDE RETIREMENT SOLUTIO	11/30/2021	400.00
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	11/30/2021	732.00
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	11/30/2021	268.08
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	11/30/2021	11,496.89
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	11/30/2021	7,500.00
ACH	PRPERS	OREGON PERS	11/30/2021	102,739.52
ACH	878915	Jacobs Engineering Group, Inc.	11/30/2021	2,200.79
128019	PRLINC	LINCOLN NATIONAL LIFE INS CO	11/30/2021	600.00
128020	PRSFIRE	UMPQUA BANK	11/30/2021	360.00
Total for 11/30/2021:				270,342.07

Check No	Vendor No	Vendor Name	Check Date	Check Amount
Report Total (223 checks):				3,571,941.13