

**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, MARCH 22, 2022, 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 March 18, 2022. 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: February 22, 2022; March 8, 2022 (ES)

6) PRESENTATIONS

A) Airport Master Plan Update
B) City Manager Monthly Presentation

7) NEW BUSINESS

A) New Hangar Lease: Gary Vorderbruggen -135 Cessna
B) New Hangar Lease: John Barinaga -139 Cessna
C) Committee Appointments
D) Ordinance #2804-2022: An Ordinance Adopting Oregon Specialty Code Provisions and Other Building Regulations for the City of Ontario Building Regulations OMC 4-1-1, and Declaring an Emergency
E) SE 5th Avenue Pedestrian Improvements Final Design Services for Keller Associates
F) Water and Sewer Support with Community in Action

8) PUBLIC HEARING

A) Goodfellow Reimbursement District Consideration

9) DEPARTMENT HEAD UPDATES

A) Finance Department: Monthly Report
B) Fire Department: Quarterly Report
C) Community Development: Quarterly Report

10) DISCUSSION ITEMS

A) Insurance Requirements for Amateur Races on the Water Track
B) Ferric Chloride Adjustments
C) City Manager Replacement Process
D) Succession Planning for Building Official Program

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.

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E) Civil Penalty Fine Forgiveness

11) HAND-OUTS

A) Minutes: County Court Feb 9, 2022; Feb 23, 2022; Mar 3, 2022; Mar 9, 2022

B) Monthly Department Stats:
Public Works - February 2022
Code Enforcement - February 2022
Fire - February 2022
Police - February 2022

C) Check Register

12) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

13) EXECUTIVE SESSION

A) ORS 192.660(2)(e): Real Property (Stellings)

14) POSSIBLE ACTION FOLLOWING EXECUTIVE SESSION

15) ADJOURN



CITY COUNCIL MEETING MINUTES February 22, 2022

The scheduled meeting of the Ontario City Council was called to order by Council President Ken Hart at 6:00 p.m. on Tuesday, February 22, 2022, in the Council Chambers of City Hall. Council members present were Sam Baker, John Kirby, Michael Braden, Susann Mills, Eddie Melendrez, and Ken Hart. Mayor Riley Hill was excused.

Members of staff present were Adam Brown, Tori Barnett, Terry Leighton, Kari Ott, Justin Zysk, Dan Cummings, Paul Woods, Casey Mordhorst, Steve Bartol, and May Swihart.

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

President Hart led everyone in the Pledge of Allegiance.

AGENDA

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BAKER moved, MILLS seconded, **TO AMEND THE AGENDA TO INCLUDE A PRESENTATION BY RECREATION DISTRICT DIRECTOR ANDREW MAEDA REGARDING THE AQUATIC CENTER.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-out. Motion carried 6/0/1.

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

PUBLIC COMMENT

Andrew Maeda, Recreation District Director, presented.

CONSENT AGENDA

KIRBY moved, MILLS seconded, **TO ADOPT THE CONSENT AGENDA, WHICH CONSISTED OF THE CITY COUNCIL MEETING MINUTES OF FEBRUARY 8, 2025; LIQUOR LICENSE APPLICATION: MZ ACTION, LLC; AND LIQUOR LICENSE APPLICATION: THE RANCH ONTARIO.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-out. Motion carried 6/0/1.

OLD BUSINESS

Resolution #2022-105: Drug Education Funding

Adam Brown, City Manager, presented.

KIRBY moved, MELENDREZ seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2022-105, A RESOLUTION TO APPROPRIATE ADDITIONAL FUNDING FOR DRUG EDUCATION PROGRAMS.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-out. Motion carried 6/0/1.



Council Donation of Funds for Boys State and Girls State

Adam Brown, City Manager, presented.

BAKER moved, MELENDREZ seconded, **THE CITY COUNCIL AUTHORIZE STAFF TO FINANCIALLY SUPPORT UP TO FOUR SPOTS FOR BOYS STATE AND GIRLS STATE OUT OF DONATIONS FOR A TOTAL OF \$1,400.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-out. Motion carried 6/0/1.

NEW BUSINESS**Appointments to Ontario Promise 529 Education Program**

Council President Hart recommended the appointments of Katherine Collins, Tom Greco, and Wendy Hill to serve on the Ontario Promise 529 Education Program.

KIRBY moved, MILLS seconded, **TO APPOINT KATHERINE COLLINS, TOM GRECO, AND WENDY HILL AS MEMBERS AT LARGE, ALONG WITH KEN HART AND EDDIE MELENDREZ REPRESENTING THE CITY COUNCIL, TO SERVE ON THE ONTARIO PROMISE 529 EDUCATION PROGRAM.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-out. Motion carried 6/0/1.

President Hart asked that the City Recorder continue running the advertisement seeking applicants for the committee, and encouraged the Council to speak to their neighbors and friends about the possibility of serving.

Bid Award: Tapadera Lift Station Expansion Project

Paul Woods, City Engineer, presented.

MELENDREZ moved, BRADEN seconded, **THE CITY COUNCIL AWARD THE BID FOR THE TAPADERA LIFT STATION EXPANSION PROJECT TO M2 CONSTRUCTION IN THE AMOUNT OF \$1,075,699 AND AUTHORIZE THE MAYOR TO SIGN CONTRACT DOCUMENTS.** Roll call vote: Mills-yes; Baker-yes; Kirby-no; Hart-no; Braden-yes; Melendrez-yes; Hill-out. Motion carried 4/2/1.

Task Order Approval for Keller Associates: Engineering Services During Construction – Tapadera Lift Station Project

Paul Woods, City Engineer, presented.

MELENDREZ moved, BRADEN seconded, **THE CITY COUNCIL AUTHORIZE CONTRACT AMENDMENT NUMBER 2 FOR KELLER ASSOCIATES IN THE AMOUNT OF \$117,300 TO PROVIDE ENGINEERING SERVICES DURING CONSTRUCTION INCLUDING CONTROL PANEL DESIGN AND SYSTEM PROGRAMMING FOR THE TAPADERA LIFT STATION EXPANSION PROJECT AND AUTHORIZE THE CITY MANAGER TO SIGN.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-out. Motion carried 6/0/1.

Task Order Approval for Jacobs Engineering Group: Wastewater Treatment System Options Evaluation for Facility Plan Update

Paul Woods, City Engineer, presented.

MILLS moved, KIRBY seconded, **THE CITY COUNCIL APPROVE TASK ORDER NUMBER 6 FOR JACOBS ENGINEERING GROUP IN THE AMOUNT OF \$180,300 FOR WASTEWATER FACILITY PLAN UPDATE SERVICES AND AUTHORIZE THE CITY MANAGER TO SIGN.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-out. Motion carried 6/0/1.

Task Order Approval for Keller Associates: Wastewater Collection System Expansion Options for Facility Plan Update

Paul Woods, City Engineer, presented.



MELENDREZ moved, KIRBY seconded, **THE CITY COUNCIL APPROVE THE AGREEMENT WITH KELLER ASSOCIATES IN THE AMOUNT OF \$107,500 FOR ENGINEERING SERVICES TO UPDATE THE CITY'S WASTEWATER FACILITY PLAN FOR COLLECTION SERVICES AND AUTHORIZE THE CITY MANAGER TO SIGN.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-out. Motion carried 6/0/1.

Task Order Approval of Engineering Services Contract with Murraysmith, Inc.: WesTech Cassette Expansion at the Water Treatment Plant

Paul Woods, City Engineer, presented.

Councilor Braden stated to ensure his understanding of the timing, was the cassette in their possession already?

Mr. Woods stated it was not.

Councilor Kirby asked if ARPA funds could be used for this.

Mr. Brown stated no. The ARPA funds were not intended for use with this project. The ARPA funds were available for the distribution system and the plants, so it was a possibility if they wanted to do that.

Councilor Hart verified that at this point, this action was covered by budgeted funds.

Mr. Brown stated that was correct.

Councilor Hart verified this was just for the engineering for the project.

Mr. Woods stated that was correct.

KIRBY moved, MILLS seconded, **THE CITY COUNCIL APPROVE THE TASK ORDER FOR MURRAYSMITH, INC., IN THE AMOUNT OF \$216,626 FOR ENGINEERING SERVICES TO SUPPORT THE WESTECH CASSETTE EXPANSION AT THE WATER TREATMENT PLANT.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-out. Motion carried 6/0/1.

PUBLIC HEARING

Ordinance #2803-2022: Vacating a Portion of Street Right of Way of SE 3rd Avenue as Dedicated on Partition Plat 19-06, Recorded Under Instrument #2019-1793 within the City of Ontario being that Easterly Portion as Described and Shown in Attachment #1 and the Acceptance of a Section of New Right of Way as Granted in Attachment #1

It being the date advertised for public hearing on the matter of Ordinance #2803-2022, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, no ex-parte contact, and no declarations of conflict of interest.

Dan Cummings, Community Development Director, presented.

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

MILLS moved, KIRBY seconded, **THE CITY COUNCIL APPROVE ORDINANCE #2803-2022: AN ORDINANCE VACATING A PORTION OF STREET RIGHT OF WAY OF SE 3RD AVENUE AS DEDICATED ON PARTITION PLAT 19-06, RECORDED UNDER INSTRUMENT #2019-1793, WITHIN THE CITY OF ONTARIO BEING THAT EASTERLY PORTION AS DESCRIBED AND SHOWN ON ATTACHMENT #1 IN ATTACHED ORDINANCE AND THE ACCEPTANCE OF A SECTION OF NEW RIGHT OF WAY AS GRANTED IN ATTACHMENT #2 IN ATTACHED ORDINANCE MADE A PART HEREOF, ON FIRST READING BY TITLE ONLY.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-out. Motion carried 6/0/1.



MILLS moved, KIRBY seconded, **THE CITY COUNCIL WAIVE THE SECOND READING OF ORDINANCE #2803-2022, AN ORDINANCE VACATING A PORTION OF STREET RIGHT OF WAY OF SE 3RD AVENUE AS DEDICATED ON PARTITION PLAT 19-06, RECORDED UNDER INSTRUMENT #2019-1793 WITHIN THE CITY OF ONTARIO BEING THAT EASTERLY PORTION AS DESCRIBED AND SHOWN ON ATTACHMENT #1 IN ATTACHED ORDINANCE AND THE ACCEPTANCE OF A SECTION OF NEW RIGHT OF WAY AS GRANTED IN ATTACHMENT #2 IN ATTACHED ORDINANCE MADE A PART HEREOF.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-out. Motion carried 6/0/1.

DEPARTMENT HEAD UPDATES

Finance: Monthly Report

Kari Ott, Finance Director, presented. Ms. Ott drew their attention to the legal expenses. The city had budgeted \$40K for the year, but \$51K had been expended as of January, 2022. That reflected the first invoice from the new attorney. A lot of things had come up such as the ballot measures. Also, the Council had wanted to see how that was going to be reflected with the new attorney, with the higher billing rate and hours. In addition, she had been informed by the state that marijuana tax revenues were down about \$45K. However, as of now, she was still projecting to bring in more than budgeted.

Councilor Melendrez asked about the increase in attorney fees for December and January.

Ms. Ott stated January was the first billing with the new attorney, but also the last billing for Larry Sullivan. One of the biggest costs were the measures going on the ballot and the various lawsuits.

Councilor Melendrez asked if some of those costs could be associated with certain Councilors contacting the attorney.

Ms. Ott stated they billed for everything, whatever they were working on for whoever.

Mr. Brown stated in reviewing the invoice, it was noted that the costs were related to the ballot measures, not necessarily speaking with various Councilors. There might be some higher up-front costs as the legal team brought items up to their standards. This firm had different standards than the previous legal counsel, and they worked with a lot of other cities so things would probably be altered to what they were more accustomed to and more in line with other cities.

Ms. Ott stated it was also a learning curve getting caught up on the issues, so there would be costs there.

Councilor Hart asked if she anticipated a budget amendment.

Ms. Ott stated yes, most likely. There was just not enough leeway in that department to cover that cost.

DISCUSSION ITEMS

Resolution #2022-104: Appropriating Funds for Evidence Room

Kari Ott, Finance Director, presented.

In July of 2021, the Ontario Police Department (OPD) commissioned the Oregon Association of Chiefs of Police (OACP) to conduct an audit of the evidence room. The purpose of the audit was to complete an inventory of property and evidence in its possession, and to evaluate the security and processes used in the management of evidence. Upon completion of the audit, OACP made several recommended changes related to best practices. Among those recommendations were improvements to physical security, as well as improvements to organization, storage, and staffing.



The recommendations related to physical security included limiting the number of personnel who had access to the secure area of the property room, installing video surveillance, and implementing methods documenting who accessed the intake area of the property room. To date, OPD has restricted the unescorted access to the secure area of the property room to the Chief and Lieutenant and have installed surveillance cameras in all areas of the property room to include high liability areas such as the gun and drug rooms. Locks for the exterior doors leading to the intake area that would require individual employee card swipes were on order and would be installed upon arrival. Additional recommendations that had been completed include developing policy and procedures for refusal of evidence not up to standards, training for officers on packaging and processing, and creation of manuals and physical examples showing proper packaging and processing of evidence. Additionally, both incoming Chief Iwai and Lt. Cooper have been scheduled for training related to overseeing and supervising property evidence rooms through the International Association of Property and Evidence Officers. Once staff resolved personnel issues, the evidence technician would be required to obtain certifications through this organization as well.

Several additional standards OPD was in the process of implementing that required additional funding to complete:

1. Implementation of a stand-alone evidence management software - This software would improve security and efficiency in handling both physical and digital evidence. The initial startup was \$15,000 with an ongoing monthly subscription rate of \$650.

2. Staffing Recommendations - OACP indicated in their review that OPD did not have adequate staffing to keep up with the day-to-day requirements including processing of new evidence, preparing and providing evidence for court, purging of evidence, and performing required audits and inventories. At minimum, they recommended the evidence technician be staffed as a full-time position. In support of the recommendation, Interim Chief Bartol solicited data related to police reports written and staffing levels from several comparable agencies. This survey showed that OPD was taking nearly five times the number of police reports of their counterparts while having the lowest staffing in both evidence management and records management. This information was forwarded to the Council via email on February 3rd of this year.

In July of 2014, the City of Ontario closed their dispatch center and contracted dispatch services with the Malheur County Sheriff's Office. As part of that merger, most of the dispatchers were transferred to the Sheriff's Office. The city maintained only one employee at 30 hours per week for records management. With those cuts, many of the administrative functions carried out by dispatchers in the past were passed on to police officers. Some examples included conducting vehicle and property releases, releasing of crash reports, certified mailings for impounded vehicles, and non-emergency reports filed at the police window where no investigation was required. These duties would be more efficiently and consistently processed through records personnel. During the merger, agreements were made with the Ontario Police Association that the parttime employee retained by the city would continue to receive their full-time benefits. Therefore, the cost to increase this employee to full time would be limited to actual wages for the additional 10 hours a week, at a cost of \$19,191 annually, or \$6,397 total for the remaining four months of the current budget year. The ongoing increase would be budgeted in the coming fiscal years. Based on the recommendations of OACP and the data gathered from our own survey, staff recommended immediately increasing staffing in records management to full-time status. This increase would not only help in the processing and research of cases needed when conducting purging of evidence, but would help prevent the inevitability of falling behind in day-to-day records management, similar to what happened in the evidence room. Relieving officers of administrative duties normally conducted by records divisions would create efficiencies and free up officers to return to patrol.

To address the shortage in the evidence room, staff recommended the increase of the evidence technician from half-time to full-time in the upcoming budget process for the 2022/2023 budget year. Should the pending personnel actions be resolved prior to that, staff would address the recommendation for full-time staffing through another budget amendment request at that time.

3. Storage, organization and purging of evidence in property room - In their review, OACP pointed out that while the department appeared to have sufficient space within the evidence room, the space was not being utilized efficiently and lacked organization. They cited issues such as bins that did not fit shelves, inconsistent packaging, and shelving. This lack of organization lead to the potential for loss, slowed down the process of purging evidence, and created inefficiencies in the overall process. As a result, the OPD evidence room was at capacity and lacked space to not only store additional evidence, but a place to effectively work and process evidence already in storage.

In January of 2022, Lt. Cooper and Interim Chief Bartol toured several like-sized police department property rooms in Clackamas County. With one exception, these buildings had been built in the last 5 years (one was in excess of 20 years old). In each case, these property rooms utilized products by SpaceSaver, a recognized leader in the storage and organization industry. Each of these departments utilized the SpaceSaver Carriage shelves designed to accommodate right sized storage boxes, and that rolled to one end of the room on rails, allowing for significantly more storage space in a more compact area. Each of the departments also utilized the SpaceSaver evidence lockers, purpose built for securing evidence. These lockers featured doors that automatically locked when closed, prohibiting access other than from inside the secure portion of the evidence room by authorized personnel. They also offered lockable, refrigerated doors for biological evidence such as DUII blood draws and DNA evidence. Currently, OPD utilized surplus gym lockers with padlocks to secure evidence at intake. These lockers were small and did not allow for various sizes of property, such as a backpack. Oftentimes, when backpacks were seized, officers were forced to leave the packs in the intake area next to lockers (in front of video cameras) until they could be secured for safekeeping by personnel authorized in the secure area of the evidence room. While this room was locked from the outside, the best practice was to secure these items in intake lockers. In the first week of February, staff submitted pictures and measurements to SpaceSaver to request an estimate for significant redesign of the locker systems and shelving systems on the main floor of the east room. An initial quote was given. However, after a site visit by the vender on 02-16-22, staff requested several changes which would result in reductions in cost. Those numbers were not available at the time of this report but should be available in the next two weeks. It should be noted that once SpaceSaver was given the go ahead, it took approximately five months for delivery and installation. If staff received favorable quotes and decided to move forward, there were a couple of options for payment. First, fund the entire project at once. Second, pay 33% to start the order, then 33% when the products arrived at SpaceSaver, and the balance when installation was complete. This option could allow staff to fund the first installment through an additional budget adjustment in the current fiscal year, then budget for the second and third payments in the 2022/2023 fiscal year. Once the new software was installed, the job of entering the data into the new system, relabeling every piece of evidence within the property room, and addressing the reorganization of storage locations and shelving would need to be implemented. Currently, the day-to-day processing of evidence was being conducted by the Interim Chief and the Lieutenant Cooper in between their day-to-day administrative duties. In order to ensure a successful implementation of new programs and processes, staff was recommending hiring a professional consultant who specialized in property room inventories, audits, and reorganization. To that end, Interim Chief Bartol had conversations with several such consultants. Based on internet searches as well as industry referrals, staff spoke with several from across the nation. Most all the companies offered similar services and were priced similarly. For consideration, staff focused on three that were located in the pacific northwest. One in Colorado, one in California, and the third in Oregon. All the principals for these companies were either currently working or retired supervisors of larger police department evidence rooms. Ultimately, staff felt the Oregon-based company, Evidence Management Consulting Services (EMCS), was the best fit for several reasons. First, the consultants in this company had both worked in the industry in Oregon law enforcement agency evidence rooms with a combined experience of over 45 years. As a result, they were very familiar with applicable Oregon statutes and laws pertaining to the operations of evidence management. Secondly, while their labor charges were consistent with the other groups, EMS provided two consultants on site working as a team while the others were a single consultant. With a shortage of staff that OPD had to work on the project, the extra resources would be very welcome. Lastly, the consultants with EMS utilized Evidence OnQ on a daily basis within their

own agencies and would be able to provide additional training and insight into the use of the software OPD was recommending for evidence management. The estimate was listed at \$10,670. Staff was recommending budgeting \$16,670 to account for an additional 40 hours of labor (at \$150 per hour) in the event that additional time was needed.

Currently, OPD was utilizing command staff to process evidence and lacked the staffing necessary to independently move forward with implementing the recommended best practices without additional resources. Staff was also using a records management system (RMS) that was not intended for evidence room management. As a result, there were inherent security issues related to permissions preventing modifications to evidence documentation. Additionally, the current RMS did not possess the robust features enjoyed with a dedicated evidence management system. Based on OACP recommendations and data gathered by staff, the police department was under-funding records and evidence management staff, creating inefficiencies and potential for failures in both areas. Lastly, OPD was in need of updating the infrastructure within the evidence room to utilize space more efficiently, creating a more organized and professional evidence room.

Further, Chief Bartol (if approved by Council) had agreed to stay employed with the city as a project manager after Chief Iwai's arrival, in order to facilitate the implementation of the above-listed recommendations until May 2022.

Staff was asking the Council to authorize \$81,087 from General Fund carryover to fund this budget adjustment request for the following items:

1. Increase the records specialist to full-time employment \$6,397
2. Purchase Evidence OnQ software \$16,300
3. Evidence Management Consulting Services \$16,670
4. Continued employment of Mr. Bartol for up to 3 months \$41,720

The locker and shelving systems would be brought to Council at a later date.

The General Fund currently had a balance of \$5,270,730.00. Reducing that number by the requested amount would leave a balance of \$5,189,643.00.

Staff believed these investments were needed as soon as possible. Failure to implement recommended best practices could ultimately result in the loss of evidence and inability to prosecute cases based on a consistent, well documented chain of custody. Additionally, Chief Bartol (if approved by the Council) had agreed to stay employed with the city as a project manager after Chief Iwai's arrival, in order to facilitate the implementation of the above-listed recommendations. However, he was only able to stay through the end of May, limiting the time available to complete the task.

Councilor Hart asked if Ms. Ott knew what the costs would be next year to have the person at full time?

Ms. Ott stated it was approximately just over \$19K for that one FTE.

Councilor Hart asked about the annual software license fee.

Ms. Ott stated it was \$650 a month. Her report included the start up costs, and two months of software costs. Around \$7,800 annually.

Councilor Hart confirmed it would be \$28K a year added to next year's operating budget if they approved this.

Ms. Ott stated yes, but they were also looking at currently only having a half-time evidence technician and trying to make that a full-time position in the next budget, but that was not addressed in the current proposal.



Mr. Brown stated staff was working on a solution to bring the evidence room up to today's professional standards. Other evidence rooms across the state had been visited; they'd had several software demonstrations; and they'd been speaking with several consultants. The final piece was for the evidence room, for which they'd need lockers to improve the security. The comprehensive solution was to have temporary personal to bring it up to date, have the software and the contract services of Chief Bartol, who had agreed to stay on until May to implement the changes. Finally, the locker storage. They should end up with a sophisticated and well-rounded evidence room after everything was implemented.

Ms. Ott stated this was a discussion item, but the Council could take action on it because the sooner it was implemented, the better off they'd be.

Councilor Braden asked Chief Bartol about the role of the EMCS consultant.

Steve Bartol, Police Chief, stated they had worked in property rooms for the past 20 years, with about 45 years' experience together. They were knowledgeable on Oregon revised statutes related to the running of a property room, the retention laws, etc., They were recognized as experts in the field of how they ran their property rooms. Their rooms were the gold standard. They had a wide variety of knowledge to assist them in the processes they needed to do. Additionally, they were daily users of Evidence OnQ, the proposed software. Part of it was the human assets of getting the job done. OPD had a limited number of staff to do the work, and they needed efficient expertise at doing the job to transfer the evidence to the new system and reorganization.

Councilors Melendrez thanked Chief Bartol for walking him through the evidence room and explaining the progress they'd made. He'd like to know more about the programs or systems that would automatically let them know when item could be removed or disposed of.

Chief Bartol stated a software program specifically built for evidence room management had certain robust features that weren't included in a standard records management system, which allowed them to speed up the audit process, the purging process, the transfers of evidence for court, or release of evidence. One benefit of this particular piece of software was that there were certain parameters put in on the front end, such as the statute of limitations for a felony, or a misdemeanor, or like for found property, they were required to hold it for 30 days; homicide evidence had to be retained permanently. Putting those parameters in on the front end, the program checked against the type of evidence that was input. If he input a backpack as found property or for safe keeping, the program knew that in 30 days that was a piece of evidence that was eligible to either be destroyed, removed, or disposed of. With this program, hitting a few keystrokes or buttons would tell you the property that was eligible for purging or disposal. It would also allow them to conduct inventories more quickly.

Councilor Braden stated they were looking to move the evidence room tech to full time with the proposed motion, was that correct?

Chief Bartol stated this motion was to fund the improvements that were needed to get started this fiscal year. If the personal issues that were at hand were resolved prior to the new fiscal year, staff would come back and ask for funding it as a full-time position in the current fiscal year. With the ongoing personnel issues and the hiring process, it would likely be the beginning of the new fiscal year before they'd be ready to hire that person. Staff would present to Council during the budget process the increase for the full-time evidence tech.

Ms. Ott reminded them that they were asking to increase the 30-hour records clerk to 40 hours now, but the full-time evidence tech would not be until the new fiscal year, unless something changed.

Chief Bartol stated with regard to the SpaceSaver shelves, he had included an original design in the presentation. What they had built out was the best-case scenario, but they realized that was expensive, like \$60K, so they revamped quite a bit and were now waiting for a new quote. They'd also presented different options for paying for the lockers and shelves, but the company would need 30% to get started, which could be funded as another budget



amendment request in this fiscal year, but because they were five months out in delivery and installation, they'd require 30% up front, and then budget the remainder in the next fiscal year (half on delivery and half at completion after installation).

Councilor Braden stated in looking at the proposed resolution, the bottom line item was for available cash on hand, and the \$81K net adjustment of this resolution seemed to increase the cash on hand.

Ms. Ott stated yes, because it was the beginning fund balance. Because they were higher than anticipated it increased that to bring it up to where what they need because there was around \$5.6M in the beginning fund balance.

KIRBY moved, MELENDREZ seconded, **THAT THE CITY COUNCIL APPROVE RESOLUTION #2022-104, A RESOLUTION APPROPRIATING FUNDS FOR THE EVIDENCE ROOM IMPROVEMENTS TO INCLUDE THE SHELVING.** NO VOTE.

Councilor Hart asked for a detailed outline of the four lines that would be increased in future operating costs.

Ms. Ott stated the four items that were addressed were to 1) increase the records specialist to full time, from 30 hours a week to 40, for a cost of \$6,397; 2) the purchase of the software and a few months of the recurring software charges at \$16,300, or \$650 a month, so next year would be \$7,800; 3) the consulting services, which was also a one time cost of \$16,670; and 4) the continued employment through May for Chief Bartol for \$41,720, which covered payroll and housing. Total was \$81,087. It was a little over \$19K for the records tech to full time, plus the \$7,800 ongoing.

Councilor Braden stated Councilor Kirby's motion said for the shelving. He couldn't locate the cost for the shelving for adding it to the resolution.

Ms. Ott stated they did not currently know the exact cost.

Chief Bartol stated the best-case scenario for the property room was that original design for \$60K. They could put \$20K down now to get the build started, and then even if it was reduced, the \$20K that was deposited would go towards the overall price.

Ms. Ott stated in the resolution they'd increase the cash on hand by another \$20K and increase the expenses by \$20K.

BRADEN moved, BAKER seconded, **TO AMEND THE RESOLUTION TO INCREASE THE AVAILABLE CASH ON HAND BY \$20K AND THE CORRESPONDING LINE OF EXPENSE TO COVER IMPLEMENTATION OF SHELVING FOR \$20K.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-out. Motion carried 6/0/1.

KIRBY moved, MELENDREZ seconded, **THAT THE APPROVE RESOLUTION #2022-104, A RESOLUTION APPROPRIATING FUNDS FOR EVIDENCE ROOM IMPROVEMENTS AS AMENDED.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-out. Motion carried 6/0/1.

Resolution #2022-106: Appropriating Funds for Building Department Contract Labor

Dan Cummings, Economic Development Director, stated the Building Department currently had one FTE and a part time Building Inspector and Commercial Plan Reviewer. The current Building Official (BO) was responsible for not only insuring all the state building codes were followed, but also issued all building permits, tracked them, and filed them, as well as issuing all the month-end reports required by all state and county departments. Staff had been diligently trying to keep up with the huge workload, but it's at the point of being almost impossible to keep up with the paperwork and perform the plan reviews and inspections required of the Building Office.

The contracted part-time Inspector had given notice that he was going back into retirement in April, which would add to the issue and staff would have to try and find a replacement for the parttime inspector position, as well as the part-time building technician. The building department was unable to maintain the level of service and reporting required by the State of Oregon to continue the building program. Staff was proposing to acquire some contract labor to be paid out of the building funds to help with the office permitting process for four hours a day. This part-time person would be contract labor and could be laid off when the economy slowed, and construction was minimal. If the economy stayed constant and the building department was busy, then this position would easily be covered by the permit fees.

The building department's long history was as follows:

- **1947:** Ordinance #1028, the City of Ontario adopted a small city model building code to establish building regulations within the City of Ontario.
- **1962:** Ordinance #1327, the City adopted the Uniform Building Code (UBC).
- **1971:** Ordinance #1680, the City adopted the 1970 Version of the Uniform Building Code (UBC)
- **1973:** the Oregon Legislature established a statewide uniform building code and created this division to administer it. A statewide building code helps ensure a minimum level of safety in all areas of the state and a uniform regulatory environment for businesses, the general public and contractors. The division adopts building codes with the advice of seven statutory boards. The division certifies inspectors, licenses trade professionals, and establishes training and education requirements; provides code and rule interpretation and dispute resolution; enforces license, code, and permit requirements to prevent unsafe conditions; and conducts inspections where local entities do not.
- **1975:** Ordinance #1772, the city repealed Ordinance #1680 and adopted the State of Oregon 1973 edition of the Oregon Structural Specialty Code and the Fire Life Safety Code and the State of Oregon 1973 edition of the Mechanical Specialty Code and Mechanical Fire and Life Safety Code.
- **1973 until 2005:** the City of Ontario provided a Building Official, along with support from the State of Oregon, to provide for building permits and inspections within the Ontario City Limits.
- **2005:** the City of Ontario contracted with the City of Fruitland to provide for Plan Review and Inspection Services for the City of Ontario. The city provided the full-time position of Building Technician to issue permits and record keeping. Fruitland received 50% of all permit fees to provide the service.
- **Late 2018:** the State of Oregon notified the city that they could no longer contract with a city out of state to provide for the Building Official position and the Building Official was required to be a full-time employee of the city or contract with an Oregon county that had a full-time Building Official. The city was given until June, 2019, to comply with the requirement.
- **2019:** the city hired a retired building official, who had retired from the city of Fruitland, to conduct the Building Official job duties while training our current Building Official while she obtained all the required certification from the State of Oregon to become a Building Official.
- **2020 to current:** our current Building Official took over the responsibility of the Building Official, Lead inspector, as well as continued doing her permitting and record keeping responsibilities and other office duties. The past several years, the building department has had record numbers of permits and revenue.

With the continuation of the booming building going on in Ontario, it had become almost impossible to handle all the job responsibilities of the Building Department, and office support was needed in the department. This part-time person would be paid out of the building fund. The current contract backup building inspector s planning on leaving in April. If this position wasn't filled quickly, it would be imperative to have office support staff in the Building Department. The contract labor would cost approximately \$7,800 through the end of the fiscal year. The funding would come from the Building Department contingency, which currently had a balance of \$192,519. It was critical to get office help hired before the current part-time building inspector retired in April.

MELENDREZ moved, BRADEN seconded, **THAT THE CITY COUNCIL APPROVE RESOLUTION #2022-106, A RESOLUTION APPROPRIATING FUNDS FOR BUILDING DEPARTMENT CONTRACT LABOR.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-out. Motion carried 6/0/1.



HAND OUTS**Check Register** *(Attached)*

January 2022

EXECUTIVE SESSIONS**Executive Session: ORS 192.660(2)(d)**

An executive session was called at 7:55 p.m. under provisions of ORS 192.660(2)(d) to discuss Labor Negotiations. The Council returned to regular session at 8:12 p.m.

ADJOURN

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

ACCEPTED:**ATTEST**_____
Riley J. Hill, Mayor_____
Tori Barnett, MMC, City Recorder



CITY COUNCIL MEETING MINUTES
EXECUTIVE SESSION ONLY
March 8, 2022

An Executive Session of the Ontario City Council was called to order by Mayor Riley Hill at 4:00 p.m. on Tuesday, March 8, 2022, at the Four Rivers Cultural Center. Council members present were Riley Hill, John Kirby, Ken Hart, Michael Braden, Eddie Melendrez, and Susann Mills. Sam Baker was absent.

Members of staff present were Adam Brown, Tori Barnett, Justin Zysk, and May Swihart. Also present were the city's legal team of Jeremy Green, Dustin Hawkins, and Courtney Osborn, as well as Kathi Prestwood, CIS, and Aaron Hysell, CIS counsel.

AGENDA

This Agenda was posted on March 4, 2022.

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

EXECUTIVE SESSION

Executive Session: ORS 192.660(2)(h)

An Executive Session was called at 4:05 p.m. under provisions of ORS 192.660(2)(h) for current or potential litigation. The Council adjourned the session at 5:03 p.m. and convened into a second Executive Session.

Executive Session: ORS 192.660(2)(f)

An Executive Session was called at 5:03 p.m. under provisions of ORS 192.660(2)(f) to discuss items covered by Attorney-Client privilege for current or potential litigation. The Council adjourned the session at 6:02 p.m. and convened into regular session.

ADJOURN

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

ACCEPTED:

ATTEST

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder





Airport Master Plan

Ontario Municipal Airport (KONO)



J-U-B ENGINEERS, INC.



**THE
LANGDON
GROUP**
a J-U-B Company



**GATEWAY
MAPPING
INC.**
a J-U-B Company

OTHER J-U-B COMPANIES



Responsibilities

- **City Council** – Gets the final say on document content and planned improvements.
- **Technical Advisory Committee (TAC)** – Makes recommendations to the City Council.
- **J-U-B Engineers** – Guides the process, creates drawings, exhibits, presentations and recommendations to the TAC and the City Council.
- **FAA** – Approves forecasts and reviews the master plan draft documents. Also approves ALP and air spacing.
- **ODOT** – Offers input at key times in the planning process.



TAC Members

TAC

- **Justin Zysk**- Airport Manager
- **Adam Brown**- City Manager
- **John Kirby**- City Council
- **David Bryant**- TVCC
- **John Freeburg**- Committee
- **Gary Taylor**- Committee Chair
- **Shay Myers**- Committee
- **Shawn Coleman**- Committee Vice Chair
- **Luke Keller**- Committee
- **Brian Rindlisbacher**- BLM
- **Jessica Sherwood**- BLM
- **Michael Spelman**- BLM
- **Catherine Weber**- Fixed Base Operator
- **Shawna Peterson**- Eastern Oregon Border Board

J-U-B Team

- **Neal Fraser**- Project Manager
- **Toby Epler**- Client Manager/Engineer
- **Shawn Dulin**- Designer
- **Christine Roemeling**- Planning Support
- **Garth Cumberbatch**- Aviation Planner



Process Outcomes

Updated Master Plan REPORT

Fully narrated report in compliance with FAA's Standard Operating Procedures guidance. Planned improvements will be shown in easy to understand formats and graphics.



Planning PROCESS

A sequence of working papers, presentations to the TAC and Airport. Airport approves and adopts the Final Plan.

Updated Master Plan DRAWINGS

Full-size drawings that show the Airport Layout Plan, a closer-in view of the apron and hangar area, the airport's airspace, land uses and properties.



FAA's Airport's Geographic Information Systems (AGIS) is a comprehensive database of airspace and survey information for future Air Navigation.



Airport Airspace and
Ground **SURVEY**



The airport, Technical Advisory Committee (TAC), and the public engage in the process. Their voices guide the planning outcomes.

Public
INVOLVEMENT



Public Involvement

- **Technical Advisory Committee**
 - Makes recommendations to the City Council
- **Stakeholder Outreach**
 - Survey
 - Phone/in person conversations
- **Community Introduction**
 - Open house?
 - Project website
 - <https://onomasterplan.jub.com/>



Project Website



Welcome to the Ontario, Oregon Airport Master Plan Update.

Over the coming months the Airport will evaluate the overall facilities and surrounding environment of the airport and seek input for future plans. The project is particularly focused on the land located west of the runway where the golf course used to be. The City and the Airport want to use the available space to provide benefit to the community and additional revenues for the Airport. Your input is appreciated. Information about the project, the process, and the documents created will be updated on this page as the City moves through the Master Planning effort.

Master Plan Documents

Chapter 1 - Introduction

Chapter 2 - Inventory

Chapter 3 - Forecast

Chapter 4 - Facilities Requirements

Chapter 5 - Alternatives

Chapter 6 - Project Implementation

Chapter 7 - ALP

Planning Links

Master Plan Future Use Survey

TAC Meeting 1

TAC Meeting 1 Notes

TAC Meeting 2

Public Meeting

TAC Meeting 3

Contact Information

If you have comments, ideas, or questions concerning the future of the Ontario Airport, please contact the project representative or the airport manager

Justin Zysk - Airport Manager

Call: 541-881-8848

Email: [Click Here](#)

Dan Cummings - Project Representative

Call: 541-881-3222

Email: [Click Here](#)

<https://onomasterplan.jub.com/>

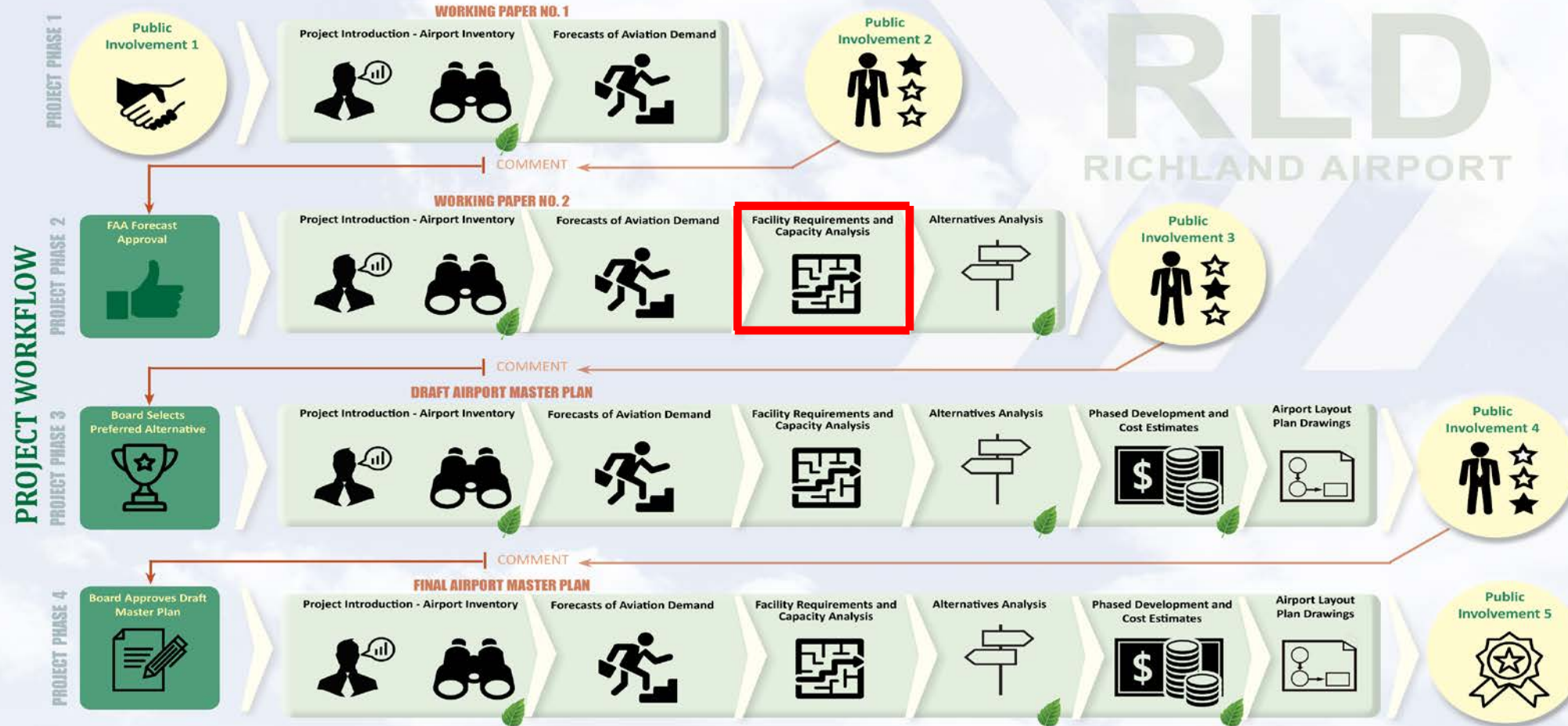


Master Plan Chapters

1. Introduction to the Plan
2. Inventory
3. Forecasts of Aviation Demand
4. Facility Requirements
5. Alternatives Analysis
6. Phased Development and Cost Estimates
7. Airport Layout Plan and Drawings



Master Plan Workflow

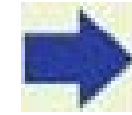


Master Plan Schedule Outlook

ONO	05/2021	06/2021	07/2021	08/2021	09/2021	10/2021	11/2021	12/2021	01/2022	02/2022	03/2022	04/2022	05/2022	06/2022	07/2022	08/2022	09/2022	10/2022	11/2022
Project Creation	★																		
Chapter 1 Introduction		📖																	
Chapter 2 Inventory			📖																
Chapter 3 Forecasts				📖															
Chapter 4 Facility Requirements						📖													
Chapter 5 Alternatives							📖												
Chapter 6 Phased Development										📖									
Chapter 7 ALP Drawings													📖						
FAA Reviews	➡				➡			➡		➡	➡		➡	➡		➡	➡		
Consultations/Public Involvement	👥			👥				👥						👥				👥	
Deliverables	📁				📁							📁			📁			📁	



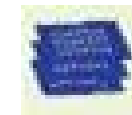
Chapter
Completion



FAA
Approval



TAC
Meeting



Deliverable
Created



Where Are We Now?



Where Are We Going?



Final Product Example

RICHLAND AIRPORT AIRPORT MASTER PLAN



<http://rldmasterplan.com/Docs/Richland%20MPU%20WP%202%200524-1.pdf>

PORT OF BENTON

Working Paper #2 - Chapters 1-5
February 11, 2021

Submitted by:



JUB ENGINEERS, INC.



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

OTHER JUB COMPANIES





Questions?





City Manager's Update

March 22, 2022



Tater Tots Trail



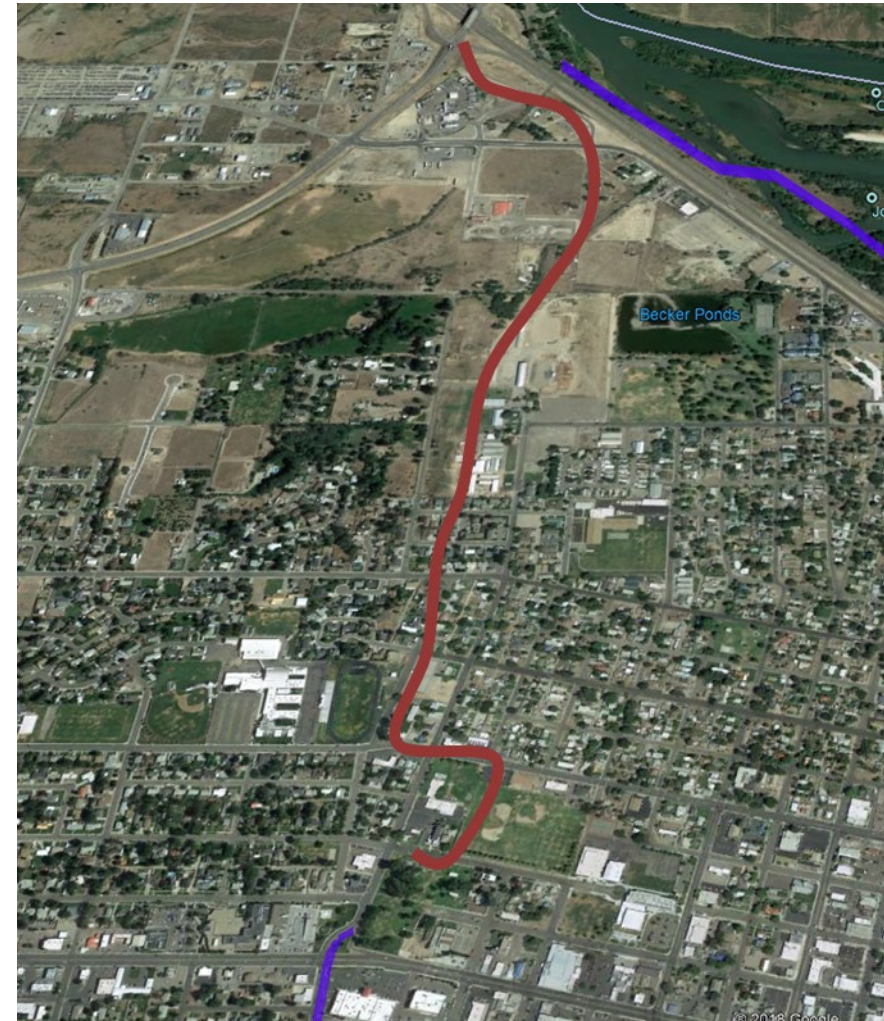
- Application for National Park Service (NPS) technical assistance program.
- Held a conference call with NPS staff on March 17, 2022



HALL
DEPARTMENT
& RESCUE

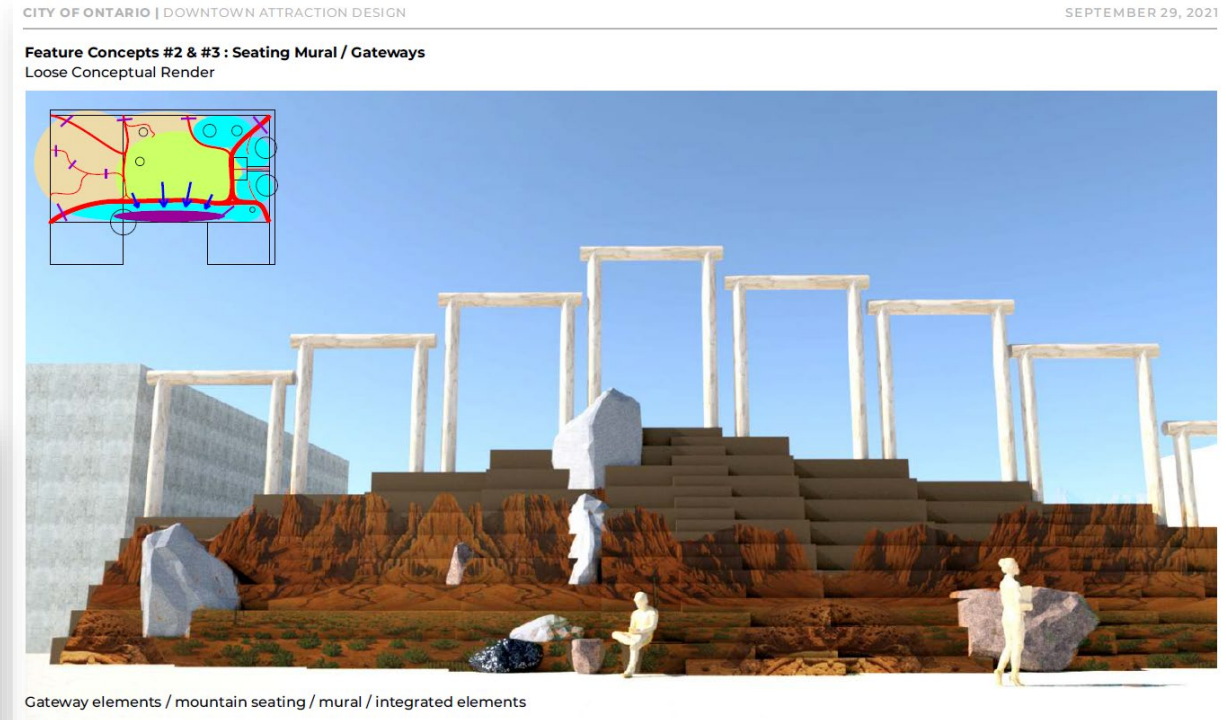
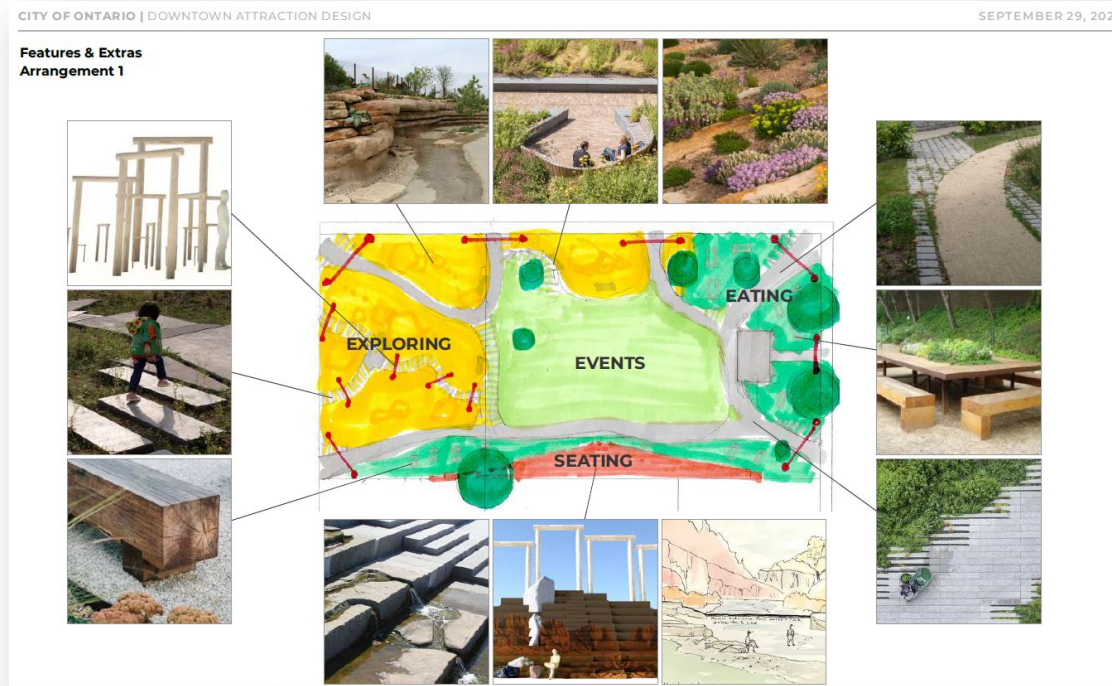
North / South Trail

- Request for qualifications has been released by ODOT



Downtown Attraction

- Site visit held with steering group
- Public feedback opportunity coming up on April 9 at the downtown Springfest activity



Downtown Attraction

- Wayfinding fabricator made a site visit to do locates
- Signs are under construction



Proactive Engineering

Essential Infrastructure: Water, Sewer, Fiber

- Navarrete Property – 100% - \$1.4 million
- Treasure Valley 200 – 100% - \$2 million
- Park Boulevard Connection
- Airport - utilities

Other Projects

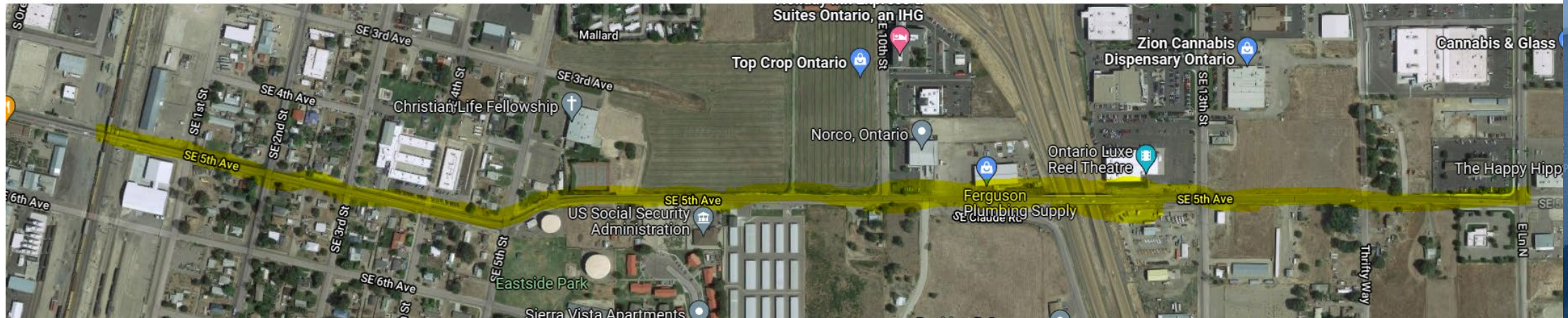
- Water Plant Cassette Additional 2 MGD



SE 5th Avenue Pedestrian Improvements

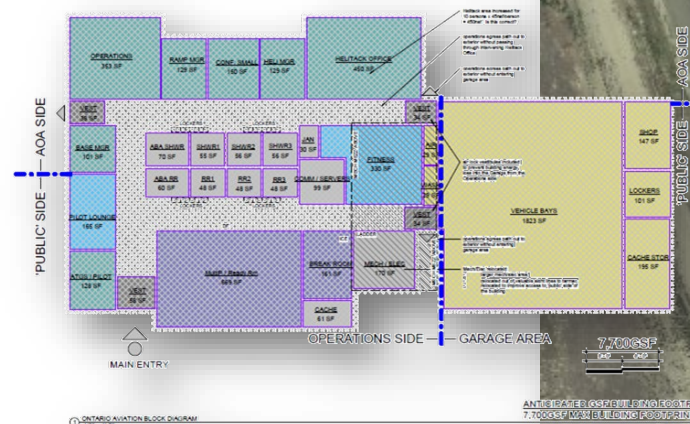


- Design alternatives will be coming to you.
- Cost estimates are looking within \$2 million budget.
- Presentation to City Council is today.



BLM Airport Site

- JUB has submitted proposal for engineering services
- Design services can be underway this calendar year



Commercial Growth

- Continued Retail Growth
 - Family Eye Center
 - Commercial Tire Center
 - Dutch Brothers
- Marriot Hotel





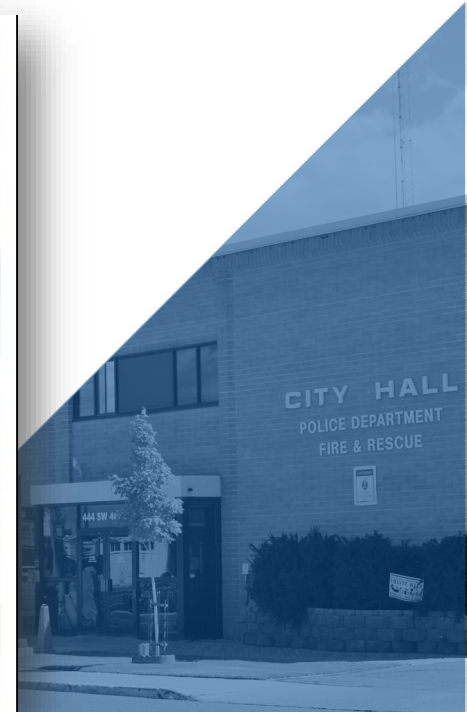
Budget

Budget Committee wrapped up on March 10, 2022

- FY 22-23 Budget would build our side account to over \$7 million

Special Thanks

- Budget Committee
- Budget Staff – Kari Ott, May Swihart, and Justin Zysk
- Department Heads



Questions





**AGENDA REPORT
NEW BUSINESS
March 22, 2022**

To: Mayor and City Council

FROM: Justin Zysk, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: NEW HANGAR LEASE: GARY VORDERBRUGGEN -135 CESSNA

DATE: February 11, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE THE HANGAR GROUND LEASE OF 135 CESSNA TO GARY VORDERBRUGGEN.

SUMMARY:

Gary Vorderbruggen would like to construct a 2,500 square foot (50' x 50') box hangar on proposed hangar site being addressed as 135 Cessna to store his private aircraft(s). This proposed lease was presented to the Airport Committee on March 7, 2022, and was supported by the Committee.

BACKGROUND:

Under the current ALP Plan there are 6 50' x 50' hangar spaces that have been defined as possible commercial hangar leases in the area just east of the current FBO (Fixed Base Operation) site and east of SW 33rd Street, said sites are bounded on the West by the Taxi Way Juliet, on the East by Hotel, on the North by Beechcraft and the South by Cessna as shown on Exhibits A and B.

In the summer of 2020, the City Council approved the extension of sanitary sewer to these hangar spaces and the sewer line was constructed. The site already had access to city water.

CURRENT SITUATION:

On or around January 10, 2022, Gary Vorderbruggen contacted Justin Zysk, the newly hired Airport Manager, to discuss hangar availability. Justin asked Dan Cummings, Community Development Director, to assist in getting hangar information to Mr. Vorderbruggen.

Mr. Vorderbruggen entered into a ground lease with the City of Ontario on January 26, 2022 with a start date of February 1, 2022. Payment for 5 months of prorated rent has already been received. On March 7th, 2022 the Airport Committee was presented this lease and approved a recommendation to City Council to approve this lease.

A PDAC meeting will be scheduled sometime in the near future.

ANALYSIS:

- A. **STRATEGIC PLAN** Growth within the airport is part of the Council Strategic Plan aiding in the stability and sustainability of the airport and the local economy.
- B. **FINANCIAL** This ground lease will bring an annual payment of \$391.00 as well as approximately \$800 to \$1,000 in property taxes to the Ontario Airport fund.
- C. **TIMING** Approval of the lease will allow the developer to move forward with obtaining building permits and the construction of the hangar.
- D. **POLICY/LEGAL** It is required of all developers to obtain a ground lease from the City of Ontario prior to construction of any building on airport property.

ALTERNATIVES:

City Council could choose not to approve the ground lease and construction of the new hangar at 135 Cessna on the airport, and instruct the staff to find an alternative site to fit a 50' x 50 hangar on and renegotiate a deal with Mr. Vorderbruggen.

RECOMMENDATION:

Staff recommends the City Council approve the ground lease between the City of Ontario and Mr. Vorderbruggen for 135 Cessna at the Ontario Airport.

ATTACHMENTS:

1. Gary Vorderbruggen Cessna 135 signed lease with exhibits



LEASE AGREEMENT

135 Cessna

THIS AGREEMENT, made and entered into this 1st day of February 2022 by and between the CITY OF ONTARIO, OREGON, as first party, hereinafter referred to as the "LANDLORD" and, Gary Vorderbruggen, as second party, hereinafter referred to as "TENANT."

WITNESETH:

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

WHEREAS, TENANT desires to lease certain real property for airplane storage and hangar use.

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

- 1) LANDLORD lease to TENANT and TENANT leases from LANDLORD the real property described in Exhibit "A," attached hereto and by this reference incorporated herein, for a period of TWENTY (20) years, commencing on the 1st day of February 2022. If the lease is not in default, unless either party shall give written notice prior to each anniversary date of this lease, and subject to LANDLORD'S receipt from TENANT of the annual lease payment, the lease term will automatically renew for a successive ten-year term. A decision by LANDLORD to give TENANT written notice that LANDLORD does not intend to extend the ten-year term of this lease shall be based upon LANDLORD'S need to utilize the subject property for other airport or aircraft purposes.
- 2) TENANT shall pay to the LANDLORD as yearly rent the sum of **FIFTEEN POINT SIX FOUR (15.64)** cents per square foot of the property described in Exhibit "A", subject to the rights of LANDLORD to escalate said rental amount as more specifically provided for hereinafter. The parties hereto covenant and agree that the total area of the property described in Exhibit "A" is 2,500 square feet for the purposes of determining the annual rent herein. The annual rental amount shall be paid on or before the 15th day of August each year and is payable each year in advance.
- 3) It is mutually understood and agreed between the parties hereto that the rental amount may be adjusted upward or downward annually in the sole discretion of the Common Council of the City of Ontario. Such adjustment may be made in any year and shall be effective for the balance of the lease term or until further adjustment, if any. Any increase in rent shall not exceed the percentage increase in the Consumer Price Index for Oregon for the previous year. Adjustments to the rent shall not be made more frequently than one adjustment per year and each yearly adjustment shall not be an amount greater than 6% of the then existing rent.
- 4) The property shall be used to build an airplane hangar to be used primarily as storage of one or more airplanes. Any such construction shall be completed solely with TENANT'S labor and at TENANT'S expense.

- 5) Any new construction or improvements made on the property are to be approved writing prior to commencement of either, and the same to be constructed and operated conformity with all ordinances and regulations of the City period of time following expiration of the term or termination of the lease.
- 6) The TENANT will keep and maintain all structures on the leased property in a constant state of good repair, and will refrain from storing any airplane parts, equipment, or debris outside buildings and will keep the premises in a clean, sightly condition. Any aircraft hangar located on the leased premises shall have operative doors. It is mutually understood and agreed between the parties hereto that the building inspector of the City of Ontario shall have the right to inspect the premises periodically. In the event the building inspector of the City of Ontario deems any structure upon the leased premises not to be in compliance with any applicable statute, ordinance, rules or regulation or this agreement the TENANT agrees to correct such non-complying item at the TENANT'S sole expense.
- 7) The TENANT agrees to spray or otherwise control weeds located on and around the leased premises.
- 8) The color of paint used in all new construction and in the painting of any and all structures shall conform to the airport color scheme as adopted by the Airport Committee.
- 9) The TENANT shall not use leased land for any purposes other than those authorized herein without the written consent of the LANDLORD.
- 10) The LANDLORD reserves the right to further develop the airport or landing area of the airport as it sees fit.
- 11) The LANDLORD reserves the right, but not the obligation to maintain and keep in repair the landing area of the airport and all public facilities of the airport.
- 12) This lease shall be subordinate to the provisions of any existing or future agreement between the LANDLORD and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.
- 13) During the time of war or national emergency, the LANDLORD shall have the right to lease the landing area or any part thereof to the United States government for military or naval use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government shall be suspended.
- 14) Except with respect to activities for which the LANDLORD is responsible, the TENANT shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens. If the TENANT fails to pay such claims or to discharge any lien, LANDLORD may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 12% per annum from the date expended by LANDLORD and shall be payable on demand. Such action by LANDLORD shall not constitute a waiver of any right or remedy which LANDLORD may have on account of TENANT'S default.

TENANT may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as LANDLORD'S property interests are not jeopardized. If a lien is filed as a result of non-payment, TENANT shall, within ten days after knowledge of the filing, secure the discharge of the lien or deposit with LANDLORD cash or a sufficient corporate surety bond or other security satisfactory to LANDLORD in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

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

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

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

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

- 17) The following shall be events of default:

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

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

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

- 18) In the event of a default, the lease may be terminated at the option of the LANDLORD by notice in writing to TENANT. The notice may be given before or within thirty (30) days after the running of the grace period for default and may be included in a notice of failure of compliance given under the provisions of paragraph 17(b) above set forth. If the property is abandoned by TENANT in connection with a default, termination shall be automatic and without notice.
- 19) If the lease is not terminated by election of LANDLORD or otherwise, LANDLORD shall be entitled to recover damages from TENANT for the default.
- 20) If the lease is terminated for any reason, TENANT'S liability for damages shall survive such termination, and TENANT shall vacate the property immediately and shall remove all improvements and buildings constructed on the leased premises and shall perform any necessary clean-up or other work required to lease the property in its original condition. Any improvements not removed within ninety (90) days after the termination of this agreement shall become the property of the LANDLORD. LANDLORD may re-enter, take possession of the premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without the liability for damages.
- 21) The foregoing remedies shall be in addition to and shall not exclude any other remedy available to LANDLORD under applicable law.
- 22) Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.
- 23) If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to the costs such sum as the court may adjudge reasonable as attorney fees, including attorney fees upon appeal.
- 24) Any notice required or permitted under this lease shall be given when delivered or when deposited in the United States mail as certified mail, addressed as follows:

To LANDLORD: City of Ontario
444 SW 4th Street
Ontario, OR 97914
541-709-7651

To TENANT: Gary Vorderbruggen
4500 Larapin Way
Garden Valley, CA 958633
530-333-5988
shearingguy@gmail.com

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

- 25) Subject to the above-stated limitation on transfer of TENANT'S interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors, and assigns.
- 26) If the TENANT fails to perform any obligation under this lease, the LANDLORD shall have the option to do so after fifteen (15) day's written notice to the TENANT. All of the LANDLORD'S expenditures to correct the default shall be reimbursed by the TENANT on demand with interest at the rate of 12% per annum from the date of expenditure by the LANDLORD.
- 27) In construing this lease, it is understood that the LANDLORD or TENANT may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.
- 28) This lease is a private hangar lease on an approved Commercial Hangar space due to a misunderstanding of the hangar space originally promised to the lessee. The lessee (Tenant) understands that at any time the hangar is used as a commercial hangar, the lessee/tenant agrees to amend the lease to a commercial lease and pay the commercial lease fees at that time.

IN WITNESS WHEREOF, LESSEE, has caused these presents to be signed by its owner, this ____ day of _____, 2022.

CITY OF ONTARIO

TENANT

By: _____
Riley J. Hill, Mayor

By: Gary Vorderbruggen
Gary Vorderbruggen
1-26-2022

ATTEST:

By: _____
Tori Barnett, MMC, City Recorder

EXHIBIT A

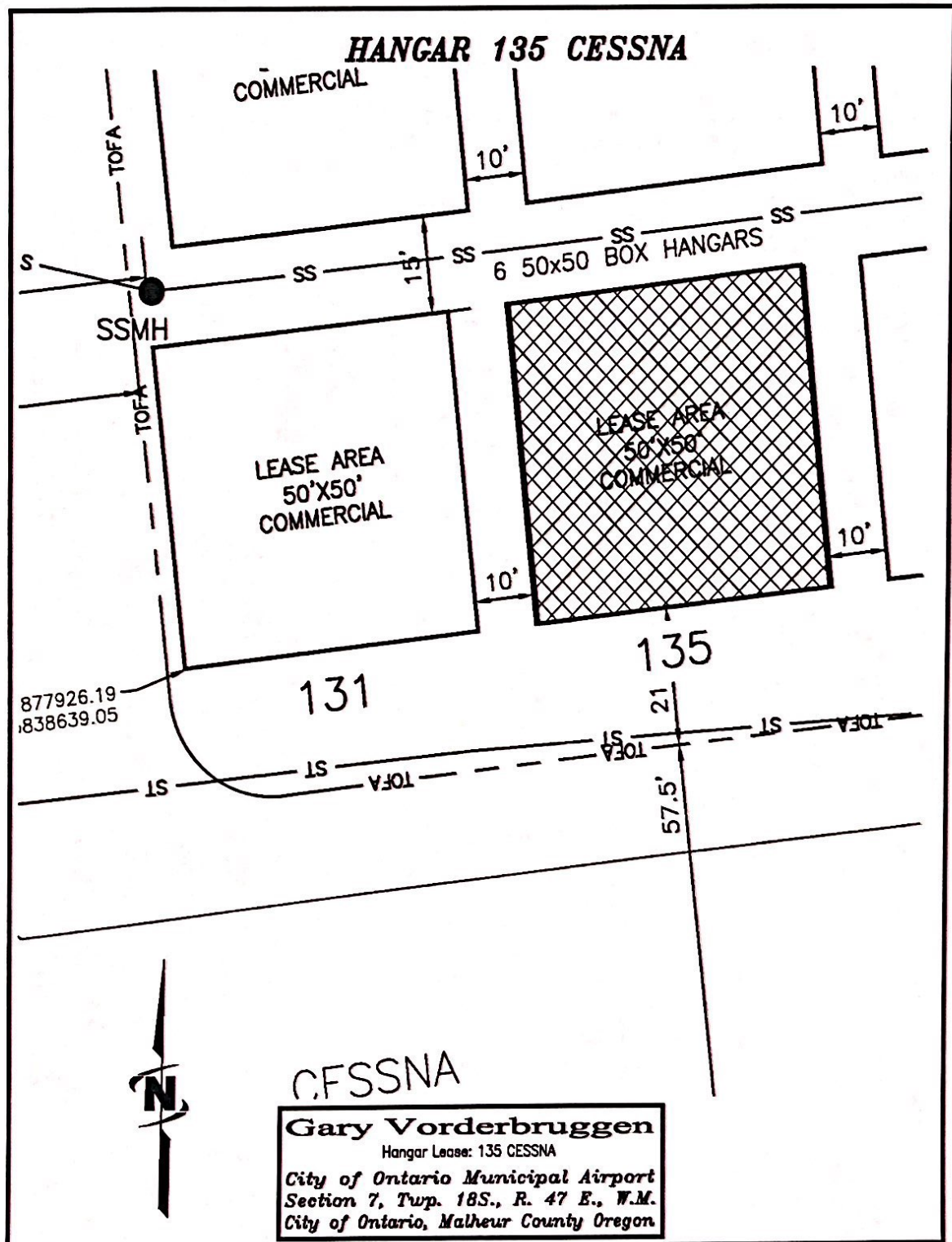
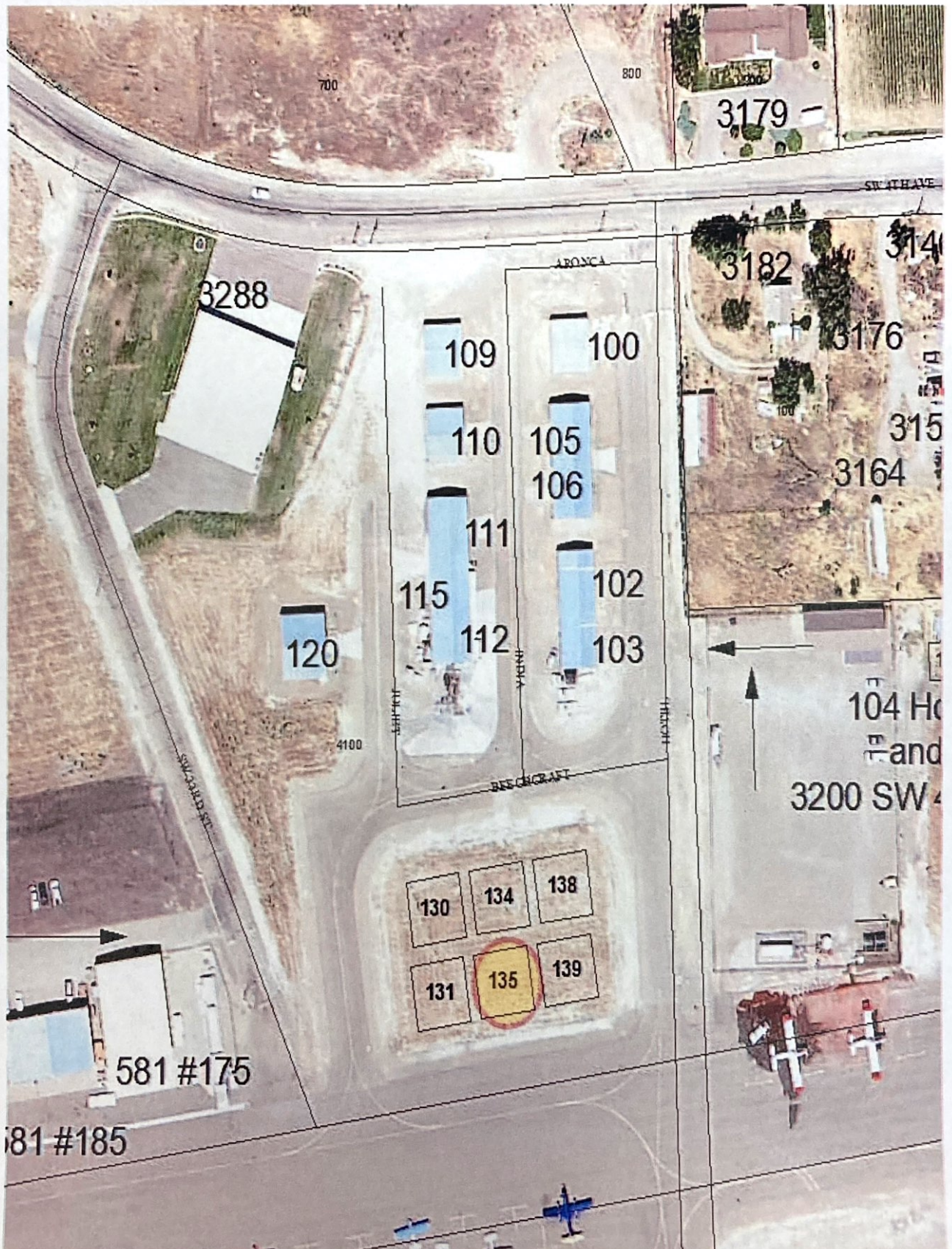


EXHIBIT "B"





**AGENDA REPORT
NEW BUSINESS
March 22, 2022**

To: Mayor and City Council

FROM: Justin Zysk, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: NEW HANGAR LEASE: JOHN BARINAGA -139 CESSNA

DATE: February 27, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE THE HANGAR GROUND LEASE OF 139 CESSNA TO JOHN BARINAGA.

SUMMARY:

Mr. Barinaga would like to construct a 2,500 square foot (50' x 50') box hangar on the proposed hangar site being addressed as 139 Cessna to store his private aircraft(s). This proposed lease was presented to the Airport Committee on March 7, 2022, and was supported by the Committee.

BACKGROUND:

Under the current ALP Plan there are 6 50' x 50' hangar spaces that have been defined as possible commercial hangar leases in the area just east of the current FBO (Fixed Base Operation) site and east of SW 33rd Street, said sites are bounded on the West by the Taxi Way Juliet, on the East by Hotel, on the North by Beechcraft and the South by Cessna as shown on Exhibits A and B.

In the summer of 2020, the City Council approved the extension of sanitary sewer to these hangar spaces and the sewer line was constructed. The site already had access to city water.

CURRENT SITUATION:

On or around Jan 20th 2022, Mr. Barinaga contacted Justin Zysk, the newly hired Airport Manager, to discuss hangar availability. Justin asked Dan Cummings, Community Development Director, to assist in getting hangar information to Mr. Barinaga.

Mr. Barinaga entered into a ground lease with the City of Ontario on February 21, 2022, with a start date of March 1, 2022. Payment for 4 months of prorated rent has already been received. On March 7th, 2022 the Airport Committee was presented this lease and approved a recommendation to City Council to approve this lease.

A PDAC meeting will be scheduled sometime in the near future.

ANALYSIS:

- A. **STRATEGIC PLAN** Growth within the airport is part of the Council Strategic Plan aiding in the stability and sustainability of the airport and the local economy.
- B. **FINANCIAL** This ground lease will bring an annual payment of \$391.00 as well as approximately \$800 to \$1,000 in property taxes to the Ontario Airport fund.
- C. **TIMING** Approval of the lease will allow the developer to move forward with obtaining building permits and the construction of the hangar.
- D. **POLICY/LEGAL** It is required of all developers to obtain a ground lease from the City of Ontario prior to construction of any building on airport property.

ALTERNATIVES:

City Council could choose not to approve the ground lease and construction of the new hangar at 139 Cessna on the airport, and instruct the staff to find an alternative site to fit a 50' x 50 hangar on and renegotiate a deal with Mr. Barinaga.

RECOMMENDATION:

Staff recommends the City Council approve the ground lease between the City of Ontario and Mr. Barinaga for 139 Cessna at the Ontario Airport.

ATTACHMENTS:

1. Barinaga, John Cessna 139 lease



LEASE AGREEMENT

139 CESSNA

THIS AGREEMENT, made and entered into this day March 1, 2022 by and between the **CITY OF ONTARIO, OREGON**, as first party, hereinafter referred to as the "LANDLORD" and, **JOHN BARINAGA**, as second party, hereinafter referred to as "TENANT."

WITNESETH:

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

WHEREAS, TENANT desires to lease certain real property for airplane storage and hangar use.

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

- 1) LANDLORD lease to TENANT and TENANT leases from LANDLORD the real property described in Exhibit "A," attached hereto and by this reference incorporated herein, for a period of TWENTY (20) years, commencing on the 1st day of March 2022. If the lease is not in default, unless either party shall give written notice prior to each anniversary date of this lease, and subject to LANDLORD'S receipt from TENANT of the annual lease payment, the lease term will automatically renew for a successive ten-year term. A decision by LANDLORD to give TENANT written notice that LANDLORD does not intend to extend the ten-year term of this lease shall be based upon LANDLORD'S need to utilize the subject property for other airport or aircraft purposes.
- 2) TENANT shall pay to the LANDLORD as yearly rent the sum of **FIFTEEN POINT SIX FOUR (15.64)** cents per square foot of the property described in Exhibit "A", subject to the rights of LANDLORD to escalate said rental amount as more specifically provided for hereinafter. The parties hereto covenant and agree that the total area of the property described in Exhibit "A" is 2500 square feet for the purposes of determining the annual rent herein. The annual rental amount shall be paid on or before the 15th day of August each year and is payable each year in advance.
- 3) It is mutually understood and agreed between the parties hereto that the rental amount may be adjusted upward or downward annually in the sole discretion of the Common Council of the City of Ontario. Such adjustment may be made in any year and shall be effective for the balance of the lease term or until further adjustment, if any. Any increase in rent shall not exceed the percentage increase in the Consumer Price Index for Oregon for the previous year. Adjustments to the rent shall not be made more frequently than one adjustment per year and each yearly adjustment shall not be an amount greater than 6% of the then existing rent.
- 4) The property shall be used to build an airplane hangar to be used primarily as storage of one or more airplanes. Any such construction shall be completed solely with TENANT'S labor and at TENANT'S expense.

- 5) Any new construction or improvements made on the property are to be approved writing prior to commencement of either, and the same to be constructed and operated conformity with all ordinances and regulations of the City period of time following expiration of the term or termination of the lease.
- 6) The TENANT will keep and maintain all structures on the leased property in a constant state of good repair, and will refrain from storing any airplane parts, equipment, or debris outside buildings and will keep the premises in a clean, sightly condition. Any aircraft hangar located on the leased premises shall have operative doors. It is mutually understood and agreed between the parties hereto that the building inspector of the City of Ontario shall have the right to inspect the premises periodically. In the event the building inspector of the City of Ontario deems any structure upon the leased premises not to be in compliance with any applicable statute, ordinance, rules or regulation or this agreement the TENANT agrees to correct such non-complying item at the TENANT'S sole expense.
- 7) The TENANT agrees to spray or otherwise control weeds located on and around the leased premises.
- 8) The color of paint used in all new construction and in the painting of any and all structures shall conform to the airport color scheme as adopted by the Airport Committee.
- 9) The TENANT shall not use leased land for any purposes other than those authorized herein without the written consent of the LANDLORD.
- 10) The LANDLORD reserves the right to further develop the airport or landing area of the airport as it sees fit.
- 11) The LANDLORD reserves the right, but not the obligation to maintain and keep in repair the landing area of the airport and all public facilities of the airport.
- 12) This lease shall be subordinate to the provisions of any existing or future agreement between the LANDLORD and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.
- 13) During the time of war or national emergency, the LANDLORD shall have the right to lease the landing area or any part thereof to the United States government for military or naval use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government shall be suspended.
- 14) Except with respect to activities for which the LANDLORD is responsible, the TENANT shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens. If the TENANT fails to pay such claims or to discharge any lien, LANDLORD may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 12% per annum from the date expended by LANDLORD and shall be payable on demand. Such action by LANDLORD shall not constitute a waiver of any right or remedy which LANDLORD may have on account of TENANT'S default.

TENANT may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as LANDLORD'S property interests are not jeopardized. If a lien is filed as a result of non-payment, TENANT shall, within ten days after knowledge of the filing, secure the discharge of the lien or deposit with LANDLORD cash or a sufficient corporate surety bond or other security satisfactory to LANDLORD in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

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

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

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

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

- 17) The following shall be events of default:

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

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

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

- 18) In the event of a default, the lease may be terminated at the option of the LANDLORD by notice in writing to TENANT. The notice may be given before or within thirty (30) days after the running of the grace period for default and may be included in a notice of failure of compliance given under the provisions of paragraph 17(b) above set forth. If the property is abandoned by TENANT in connection with a default, termination shall be automatic and without notice.
- 19) If the lease is not terminated by election of LANDLORD or otherwise, LANDLORD shall be entitled to recover damages from TENANT for the default.
- 20) If the lease is terminated for any reason, TENANT'S liability for damages shall survive such termination, and TENANT shall vacate the property immediately and shall remove all improvements and buildings constructed on the leased premises and shall perform any necessary clean-up or other work required to lease the property in its original condition. Any improvements not removed within ninety (90) days after the termination of this agreement shall become the property of the LANDLORD. LANDLORD may re-enter, take possession of the premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without the liability for damages.
- 21) The foregoing remedies shall be in addition to and shall not exclude any other remedy available to LANDLORD under applicable law.
- 22) Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.
- 23) If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to the costs such sum as the court may adjudge reasonable as attorney fees, including attorney fees upon appeal.
- 24) Any notice required or permitted under this lease shall be given when delivered or when deposited in the United States mail as certified mail, addressed as follows:

To LANDLORD: City of Ontario
444 SW 4th Street
Ontario, OR 97914
541-709-7651

To TENANT: John Barinaga
780 W Idaho Avenue
Ontario, OR 97914
541-212-0933
archform@yahoo.com

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

- 25) Subject to the above-stated limitation on transfer of TENANT'S interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors, and assigns.
- 26) If the TENANT fails to perform any obligation under this lease, the LANDLORD shall have the option to do so after fifteen (15) day's written notice to the TENANT. All of the LANDLORD'S expenditures to correct the default shall be reimbursed by the TENANT on demand with interest at the rate of 12% per annum from the date of expenditure by the LANDLORD.
- 27) In construing this lease, it is understood that the LANDLORD or TENANT may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, LESSEE, has caused these presents to be signed by its owner, this 21 day of February, 2021.

CITY OF ONTARIO

TENANT

By: _____
Riley J. Hill, Mayor

By: _____
John Barinaga

ATTEST:

By: _____
Tori Barnett, MMC, City Recorder

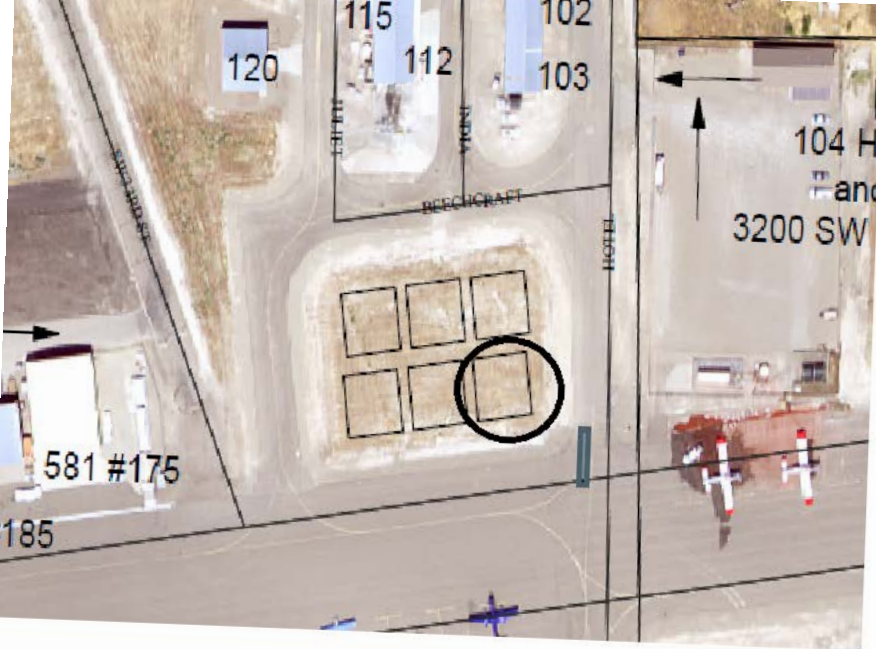


Exhibit A



Committee/Council Liaison Appointments - 2022

Committee	New Term Expires	Current Member	Applicant-Interested
Airport [4 year term]			
Public Member	2023	Brianna Lemmon (res)	David Bryant
Budget [4 year term]			
Full			
Diversity Advisory [3 year term]			
Public Member	2024	Vacant	
Public Member	2024	Vacant	
Public Member	2024	Vacant	
Ontario Promise 529 Program			
Public Member		Vacant	Daniel Liera-Huchim
Public Member		Vacant	Eric Evans
Public Member		Vacant	
Parks [3 year term]			
Full			
Planning Commission [4 year term]			
Full			
Public Works [3 year term]			
Full			
V&C [3 year term]			
Full			

Budget: As needed @ City Hall

Business Loan Fund: As needed @ City Hall

Code Enforcement Review Ad Hoc: 2nd and 4th Thursday each month, 5:30 p.m., @ City Hall

Diversity Advisory: 3rd Wednesday each month, 5:30 p.m., @ City Hall

Marijuana Ad Hoc: As needed, Evenings @ City Hall

Ontario Promise/529 Program: As needed @ City Hall

Parks: 3rd Thursday each month, 6:00 p.m. @ City Hall

Planning: 2nd Monday each month, 6:00 p.m. @ City Hall

Public Works: 3rd Tuesday each month, 3:00 p.m. @ City Hall

V&C: 1st Thursday each month, 7:00 a.m. @ Chamber Office

RECEIVED
03-15-2022

CITY OF ONTARIO

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: **City of Ontario -- City Recorder**
444 SW 4th St., Ontario, OR 97914
(541) 889-3232 FAX (541) 889-7121

The Ontario City Council appoints individuals to numerous Boards, Committees, and the Planning Commission. Persons who wish to serve need to provide the following information.

NAME: Bryant David W
Last First, Middle Initial
HOME ADDRESS: 1031 W Pine Ave Apt 2 Meridian 83642
Street City Zip Code
TELEPHONE: 316-516-1636 Bryantd10@tvcc.cc
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board, Committee, or Commission for appointment requested:

1. Airport Committee 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
_____	_____	_____
_____	_____	_____
_____	_____	_____

Employment:

<u>Treasure Valley Community College</u>	<u>Interim Lead Flight Instructor</u>	<u>August 2021-Current</u>
Current Employer:	Position:	Dates of Employment:

Education:

Associates of Aviation Science- Treasure Valley Community College

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

To further help airport operations.

Additional Information you feel may be helpful in considering your request for appointment:

David Bryant
Signature:

March 15, 2022
Date:

SUBMIT

RESET FORM

CITY OF ONTARIO

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: *City of Ontario -- City Recorder*
444 SW 4th St., Ontario, OR 97914
(541) 889-3232 FAX (541) 889-7121

The Ontario City Council appoints individuals to numerous Boards, Committees, and the Planning Commission. Persons who wish to serve need to provide the following information.

NAME: Evans Eric T
Last First, Middle Initial
HOME ADDRESS: 787 Skyhawk Drive Ontario 97914
Street City Zip Code
TELEPHONE: 208-739-5416 evanseor@gmail.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board, Committee, or Commission for appointment requested:

Ontario Promise
1. 2. 3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
Ontario School Board	6	Chair, Director
Alameda PTO	5	

Employment:

Malheur County	Planning Director	02/28/2005
Current Employer:	Position:	Dates of Employment:

Education:

Ontario High School, Eastern Oregon University

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

I am interested in participating with this process.

Additional Information you feel may be helpful in considering your request for appointment:



Eric Evans
Signature:

March 18, 2022
Date:

Submit

Reset

CITY OF ONTARIO

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: *City of Ontario -- City Recorder*
444 SW 4th St., Ontario, OR 97914
(541) 889-3232 FAX (541) 889-7121

The Ontario City Council appoints individuals to numerous Boards, Committees, and the Planning Commission. Persons who wish to serve need to provide the following information.

NAME: Liera-Huchim Daniel
Last First, Middle Initial

HOME ADDRESS: 614 S. Colorado Ave Fruitland 83619
Street City Zip Code

TELEPHONE: 208-550-7262 dljera-huchim@tvcc.cc
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board, Committee, or Commission for appointment requested:

ad hoc committee
1. 2. 3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
Sigma Lambda Beta	2yrs - present	Assistant Regional Director

Employment:

Treasure Valley Community College	Multicultural Outreach Coordinator	11/20 - present
Current Employer:	Position:	Dates of Employment:

Education:

B.A. in Spanish & B.A. in LAS - University of Idaho

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

Additional Information you feel may be helpful in considering your request for appointment:

Daniel Liera-H
Signature:

March 18, 2022
Date:

Submit

Reset



**AGENDA REPORT
NEW BUSINESS
March 22, 2022**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **ORDINANCE #2804-2022: AN ORDINANCE ADOPTING OREGON SPECIALTY CODE PROVISIONS AND OTHER BUILDING REGULATIONS FOR THE CITY OF ONTARIO BUILDING REGULATIONS OMC 4-1-1, AND DECLARING AN EMERGENCY**

DATE: March 13, 2022

PROPOSED MOTION:

I MOVE THAT THE CITY COUNCIL APPROVE ORDINANCE #2804-2022, AN ORDINANCE ADOPTING OREGON SPECIALTY CODE PROVISIONS AND OTHER BUILDING REGULATIONS FOR THE CITY OF ONTARIO BUILDING REGULATIONS OMC 4-1-1, AND DECLARING AN EMERGENCY ON FIRST AND SECOND READING BY TITLE ONLY.

SUMMARY:

The City desires to maintain consistency in the administration of all building codes within both the County and City jurisdictions and, since the County administers the building codes within the City UGA, as well as Electrical and Plumbing within the city limits, a code update is needed. The County has adopted new building regulations under Ordinance #224; therefore, the Community Development Director and the City Building Official are updating the City Building codes to maintain consistency with Malheur County.

BACKGROUND:

The Oregon Building Code Division has interpreted the statutory authority of ORS 455.020, which sets forth the adoption of a statewide set of construction codes, to mean the statewide codes only apply to buildings or structures used by human occupants. In doing so, BCD has articulated several specific items that are not included in the scope of the statutory authority of the state codes. The Oregon Building Code Division has also indicated that jurisdictions who wish to regulate these items are free to do so through local adoption. The City adopted Temporary Specialty Codes under Ordinance #2769-2019 and #2777-2020 to maintain the Building Department until the state established the final regulations.

CURRENT SITUATION:

The State of Oregon has adopted its regulations and the County has updated their Code under Ordinance #224. It is time for the city to update their code to be consistent with the way Malheur County administers the Building Code within the City UGA, as well as Electrical and Plumbing within the city limits. Proposed Ordinance #2804-2022 accomplishes this requirement.

ANALYSIS:

- A. **STRATEGIC PLAN** This is not necessarily a strategic plan of action, but does maintain the quality of life within the community.
- B. **FINANCIAL** There is no direct financial impact, but if not adopted there could be some items that permits would not be allowed to be issued for.
- C. **TIMING** Timing is of the essence to insure the standards are in place to administer a complete building inspection program.
- D. **POLICY/LEGAL** To amend the Ontario Building Regulations, an ordinance is required.

ALTERNATIVES:

An alternative would be to not adopt the new changes and continue to run under the regulations imposed by the State of Oregon and the current City Code.

RECOMMENDATION:

Staff recommends the City Council adopt Ordinance #2804-2022, and declaring an emergency on its passage.

ATTACHMENTS:

1. Ord #2804-2022 OMC 4-1-1 Building Codes



ORDINANCE #2804-2022

AN ORDINANCE AMENDING ONTARIO MUNICIPAL CODE TITLE 4, CHAPTER 1 TO ADOPT PROVISIONS OF OREGON BUILDING CODES AND ESTABLISH LOCAL BUILDING REGULATIONS AND PROCEDURES; AND DECLARING AN EMERGENCY

- WHEREAS,** The Building Code Division of the Department of Consumer and Business Service ("BCD") interpreted ORS 455.020, which authorizes BCD to promulgate a state building code to govern the construction, reconstruction, alteration and repair of buildings and other structures and the installation of mechanical devices and equipment therein, as limiting the applicability of the state building code to buildings or structures used by human occupants; and
- WHEREAS,** BCD's interpretation further articulated several specific items that are not included in the statutory scope of the state building code; and
- WHEREAS,** BCD has advised that jurisdictions desiring to regulate items outside of the statutory scope of the state building code must do so through adoption of local building codes; and
- WHEREAS,** Malheur County ("County") adopted Ordinance #224 updating County's local building code; and
- WHEREAS,** County administers County's local building code within the City of Ontario ("City") Urban Growth Area as well as certain permitting within the city limits on behalf of City; and
- WHEREAS,** City desires to amend Ontario Municipal Code ("OMC") Title 4, Chapter 1 to adopt state building codes as well as local regulations, standards, and procedures necessary to establish a complete building inspection program, to ensure that proper authority exists for enforcement and implementation of the building inspection program, and to create consistency between the City and County local building codes.

NOW THEREFORE, THE CITY OF ONTARIO ORDAINS AS FOLLOWS:

1. Findings. The above-stated findings are hereby adopted.
2. Amendments. The Ontario City Council ("Council") hereby adopts the amendments to OMC Title 4, Chapter 1 set forth in the attached Exhibit A, which is incorporated herein by reference. This Ordinance #2804-2022 (this "Ordinance") supersedes all ordinances,

resolutions, and/or policies in conflict with this Ordinance. The provisions of the OMC and those ordinances, resolutions and/or policies that are not amended or superseded by this Ordinance remain unchanged and in full force and effect.

3. Authorization. Council authorizes the City Manager or City Manager's designee to take such actions as may be necessary to codify or otherwise incorporate the amendments adopted by this Ordinance into the OMC including, without limitation, any appropriate reordering or renumbering of the amendments or OMC.
4. Interpretation; Severability; Corrections. All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. Any reference to a particular law, statute, rule, regulation, code, or ordinance includes the law, statute, rule, regulation, code, or ordinance as now in force and hereafter amended. The provisions of this Ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance. This Ordinance may be corrected at any time by order of the Council to cure editorial and/or clerical errors. Nothing herein shall preclude City from initiating, or continuing, the prosecution and/or enforcement of any violation of the former OMC Title 4, Chapter 1 existing as of the effective date of this Ordinance.
5. Emergency Declaration. The Council finds that passage of this Ordinance is necessary for the immediate preservation of the peace, health, and safety of City's citizens. Therefore, an emergency is hereby declared to exist. This Ordinance is adopted by emergency and will be in full force and effect upon its passage and adoption by the Council and signing by the mayor.

PASSED AND ADOPTED by the City Council of the City of Ontario this _____ day of _____, 2022 by the following vote:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor this _____ day of _____, 2022.

ATTEST:

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder

Exhibit A
Amendments to OMC 4-1-1

Amendment No. 1: OMC 4-1-1 is restated in its entirety as follows:

4-1-1 – ONTARIO BUILDING CODE ADOPTED.

The City of Ontario, Oregon, enforces the State Building Codes pursuant to ORS Chapter 455 and the rules adopted thereunder, including but not limited to the Uniform Code for the Abatement of Dangerous Buildings as well as the local procedures, standards, and regulations adopted under this chapter.

4-1-1.1: TITLE: The provisions of this chapter including, without limitation, all state codes and regulations incorporated herein by reference, shall be known as the ONTARIO BUILDING CODE, may be cited as such, and will be referred herein as "this chapter".

4-1-1.2: PURPOSE OF THE ONTARIO BUILDING CODE: The purpose of this chapter is to establish uniform performance standards providing reasonable safeguards for health, safety, comfort, and security of the residents of this jurisdiction who are occupants and users of buildings and for the use of modern methods, devices, materials, techniques, and practical maximum energy conservation. This chapter is adopted as a general legislative enactment pursuant to ORS 455.150.

4-1-1.3: SCOPE OF THE ONTARIO BUILDING CODE: This chapter shall apply to the construction, alteration, moving, demolition, repair, maintenance, and work associated with any building or structure except those located in a public way.

Where, in any specific case, different sections of this chapter specify different materials, methods of construction, or other requirements, the most restrictive shall govern. Where there is a conflict between a general and a specific requirement, the specific requirement shall be applicable.

Where, in any specific case, there is a conflict between this chapter and Oregon Revised Statutes, the statute shall govern.

4-1-1.4: ADMINISTRATION OF CODE: The City of Ontario shall provide a program of building code administration ("program") within the City limits of Ontario, including the issuing of permits, plan reviews, and inspection for structural, mechanical, plumbing, and electrical work. The program shall be administered by the Building Official. The Building Official may delegate the authority to administer or enforce all or part of the program including, without limitation, by contract with other agencies or jurisdictions. The program shall operate pursuant to the State of Oregon Building Codes, except as modified by this chapter.

4-1-1.5: CITY ADOPTION OF STATE SPECIALTY CODES: The City of Ontario hereby adopts, by reference and incorporates herein, that version of the following state specialty codes ("specialty codes") adopted by the State of Oregon, from time to time, relating to building construction, as city ordinances:

- A. Structural Code: The Oregon Structural Specialty Code, as adopted by OAR 918-460-0010 through 918-460-0015, except as modified in this chapter, is enforced as part of the Ontario Building Code.

In addition to activities and structures requiring permits under the Oregon Structural Specialty Code, permits are required for the following activities and structures, pursuant to ORS 455.020(4) and this chapter:

1. As required pursuant to the regulation of dangerous buildings, seismic rehabilitation plans.
 2. For abatement of nuisances and dangerous buildings.
 3. Fire/ life safety during construction.
 4. Demolition.
 5. Fences exceeding 7 feet in height.
 6. Retaining walls supporting a surcharge, or impounding Class I, II, IIIA liquids.
 7. Tanks that are located exterior to and not attached to or supported by a regulated building.
 8. Cellular phone, radio, television and other telecommunication and broadcast towers that are not attached to or supported by a regulated building.
 9. Flagpoles and light poles exceeding 25 feet in height.
 10. Signs not attached to or supported by a regulated building.
- B. Sign Regulations: Appendix H of the Oregon Structural Specialty Code is adopted as part of this chapter.
- C. Adoption of Additional National Fire Protection Association (NFPA) Standards:
1. NFPA standard 20, Centrifugal Fire Pumps, is adopted as part of this chapter.
 2. NFPA standard 22, Water Tanks for Private Fire Protection, is adopted as part of this chapter.
 3. NFPA standard 24, Private Fire Service Mains and Their Appurtenances, is adopted as part of this chapter.
- D. Mechanical Code: The Oregon Mechanical Specialty Code, as adopted by OAR 918-440-0010 through 918-440-0040, except as modified in this chapter, is enforced as part of the Ontario Building Code.
- E. Plumbing Code: The Oregon Plumbing Specialty Code, as adopted by OAR 918-750-0110, except as modified in this chapter, is enforced as part of the Ontario Building

Code and is currently administered by the Malheur County Building Department within the city limits by agreement with the City of Ontario and State Building Code Division.

- F. Electrical Code: The Oregon Electrical Specialty Code, as adopted by OAR 918-305-0100 through 918-305-320, except as modified in this chapter, is enforced as part of the Ontario Building Code and is currently administered by the Malheur County Building Department within the city limits by agreement with the City of Ontario and State Building Code Division.
- G. Residential Code: The Oregon Residential Specialty Code, as adopted by OAR 918-480-0002 through 918-480-0010, except as modified in this chapter, is enforced as part of the Ontario Building Code.

In addition to activities and structures requiring permits under the Oregon Residential Specialty Code, permits are required for the following activities and structures, pursuant to ORS 455.020(4) and this chapter:

1. Abatement of nuisances and dangerous buildings.
2. Demolition.
3. Fences, other than required swimming pool barriers, exceeding 7 feet in height.
4. Retaining walls supporting a surcharge, or impounding Class I, II, IIIA liquids.
5. Tanks that are located exterior to and not attached to or supported by a regulated building.
6. Free Standing radio, television and other telecommunication and broadcast towers that are not attached to or supported by a regulated building.

- H. Manufactured Dwelling Code: The manufactured dwelling park and mobile home park rules adopted by OAR 918-600-0005 through 918-600-0110, except as modified in this chapter, are enforced as part of the Ontario Building Code.

The manufactured dwelling rules adopted by OAR 918-500-0000 through 918-500-0500 and OAR 918-520-0010 through 918-520-0020, except as modified in this chapter, are enforced as part of the Ontario Building Code.

- I. Unsafe buildings designated nuisances (also see OMC 4-5-7A Dangerous Building): All buildings or structures which are structurally unsafe or not provided with adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use constitute a hazard to safety or health, or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage, or abandonment, as specified in the Ontario Building Code or any other effective ordinance, are for the purpose of this section, unsafe buildings. All such unsafe buildings are declared to be public

nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Chapters 4 through 9 of the Uniform Code for the Abatement of Dangerous Buildings published by the International Conference of Building Officials, and available and on file with, the office of the Ontario Building Official, or by any other procedures provided by law and shall apply to structures in the City Limits of Ontario.

- J. Recreational Park and Organizational Camps: The recreational park and organizational camp rules adopted by OAR 918-650-000 through 918-650-0085, except as modified in this chapter, are enforced as part of the Ontario Building Code.
- K. Oregon Energy Efficiency Specialty Code: Adopted by OAR 918-460-0500 through 918-460-0510, except as modified in this chapter, is enforced as part of the Ontario Building Code.

4-1-1.6: ALTERNATE MATERIALS AND METHOD: The provisions of this chapter are not intended to prevent the use of any alternate material, design, or method of construction not specifically proscribed by this chapter, provided such alternate has been approved and is authorized by the Building Official.

The Building Official may approve any such alternate material, design, or method, provided the Building Official finds that the proposed material, design, or method complies with the provisions of this chapter and that is, for the purpose intended, at least the equivalent of that prescribed in this chapter in suitability, strength, effectiveness, fire resistance, durability, safety, and sanitation.

The Building Official may require that evidence or proof be submitted to substantiate any claims that may be made regarding its use. The details of any approval of an alternate material, design, or method shall be recorded and entered in the files of the agency. ORS 455.060 provides for state rulings on acceptable materials, designs, and methods of construction. When a ruling has been issued, ORS 455.060(4) applies.

4-1-1.7: MODIFICATIONS: When there are practical difficulties in carrying out the provisions of this chapter, the Building Official may grant modifications provided the Building Official finds that the modification is in conformance with the intent and purpose of this chapter and that said modification does not lessen any fire protection requirements nor the structural integrity of the building involved. Any action granting modification shall be recorded in the files of the Ontario building department.

4-1-1.8: TESTS: Whenever there is insufficient evidence of compliance with the provisions of this chapter or that any material, method, or design does not conform to the requirements of this chapter, the Building Official may require tests as proof of compliance to be made at no expense to this jurisdiction.

Test methods shall be as specified by this chapter or by other recognized test standards. If there are no recognized and accepted test methods for the proposed alternate, the Building Official shall determine test procedures.

All tests shall be approved by the testing agency. Reports of such tests shall be retained by the Building Official for the period required for the retention of public records.

4-1-1.9: POWER AND DUTIES OF BUILDING OFFICIAL:

- A. General: There is established a code enforcement section which shall be under the administrative operational control of the Building Official. The Building Official is authorized to enforce all the provisions of this chapter and the Ontario Building Code. The Building Official shall have the power to render written and oral interpretations of this chapter and to adopt and enforce administrative procedures in order to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformance with the intent and purpose of this chapter and the Ontario Building Code.
- B. Deputies: With the approval of the City Manager, the Building Official may appoint technical officers and inspectors and other employees or agents to carry out the functions of the code enforcement section of this chapter and the Ontario Building Code.
- C. Right of Entry: When it may be necessary to inspect to enforce the provisions of this chapter and the Ontario Building Code or the Building Official has reasonable cause to believe that there exists in a building or upon a premises a condition which is contrary to or in violation of this chapter or the Ontario Building Code, or otherwise makes the building or premises unsafe, dangerous or hazardous, the Building Official may enter said building or premises at reasonable times to inspect or to perform the duties imposed by this chapter and the Ontario Building Code, provided that, if such building or premises be occupied, credentials be presented to the occupant and entry requested. If such building or premises be unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by the Oregon Revised Statutes to secure entry.
- D. Corrections And Stop Orders: When any work is being done contrary to the provisions of the specialty codes, this chapter, the Ontario Building Code or other pertinent laws or ordinances, the Building Official may order the work corrected or stopped by notice in writing served on any persons engaged in the doing or causing such work to be done. Such persons shall specifically make the necessary corrections or stop work until authorized by the Building Official to proceed with work.

- E. Authority To Disconnect Utilities: The Building Official or the Building Official's authorized representative shall have the authority to disconnect fuel-gas utility service and/or other energy supplies to a building, structure, premises, or equipment regulated by this chapter when necessary to eliminate an immediate hazard to life or property. The Building Official shall, whenever possible, notify the serving utility, the owner and occupant of the building, structure, or premises of the decision to disconnect prior to taking such action; and shall notify such serving utility, owner and occupant of the building, structure, or premises in writing of such disconnection immediately thereafter.
- F. Authority To Abate Hazardous Equipment: When the Building Official ascertains that any equipment, or portion thereof, regulated by this chapter has become hazardous to life, health or property, the Building Official shall order that the equipment either be removed from its location, and/or restored to a safe or sanitary condition, as appropriate. The notice shall be in writing and contain a fixed time limit for compliance. Persons shall not use or maintain defective equipment after receiving a notice.

When equipment or installation is to be disconnected, written notice of the disconnection (and causes thereof) shall be given within twenty-four (24) hours to the involved utility, the owner, and/or occupant of the building, structure, or premises. When equipment is maintained in violation of this chapter and in violation of a notice issued pursuant to the provisions of this Section, the Building Official may institute such action as is deemed necessary to prevent, restrain, correct, or abate the violation.

- G. Connection After Order To Disconnect: Persons shall not make connections from any electrical service or fuel-gas utility service nor supply electrical power to any equipment regulated by this Section which has been disconnected or ordered to be disconnected by the Building Official until the proper permits have been obtained, inspections approved, and the Building Official authorizes the reconnection and use of such equipment.
- H. Maintenance: All buildings, structures, both existing and new, and all parts thereof, shall be maintained in a safe and sanitary condition. All devices or safeguards which are required by this chapter shall be maintained in conformance with the code edition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of building and structures. To determine compliance with this section, the Building Official may cause a structure to be re-inspected.
- I. Occupancy Violations: Whenever any building, structure or equipment regulated by this chapter is used contrary to the provisions of this chapter, the Building Official may order such use discontinued and the structure (or portion thereof) vacated. All persons using the structure (or portion thereof) shall discontinue the use within the

time prescribed by the Building Official in their notice and make the structure, or portion thereof, comply with the requirements of this chapter.

- J. The authority of the Building Official above is in addition to any authority given the Building Official by the State Building Codes Divisions, State boards, specialty codes, Oregon Revised Statutes or Oregon Administrative Rules.

4-1-1.10: PLANS AND PERMITS:

- A. **Issuance:** The application, plans, specifications, computations, and other data filed by an applicant for a permit shall be reviewed by the Building Official. Such plans may be reviewed by other departments of this jurisdiction to verify compliance with any applicable laws under their jurisdiction. If the Building Official finds that the work described in application for a permit and the plans, specifications, and other data filed therewith conform to the requirements of this chapter and the Ontario Building Code and other pertinent laws and ordinances, and that the fees have been paid, the Building Official shall issue a permit therefor to the applicant. When the Building Official issues the permit where plans are required, the Building Official shall endorse in writing or mark the plans and specifications APPROVED. Such approved plans and specifications shall not be changed, modified, and altered without authorizations from the Building Official, and all work regulated by this chapter and the Ontario Building Code shall be done in accordance with the approved plans. The Building Official may issue a permit for the construction of part of a building or structure before the entire plans and specifications for the whole building or structure have been submitted or approved, provided adequate information, and detailed statements have been filed complying with all pertinent requirements of this chapter and the Ontario Building Code. The holder of a partial permit shall proceed without assurance that the permit for the entire building or structure will be granted.
- B. **Retention Of Plans:** One set of approved plans, specifications and computations shall be retained by the Building Official in accordance with state archive requirements; and one set of approved plans and specifications shall be returned to the applicant, which shall be always kept on the site of the building or work during which the work authorized thereby is in progress.
- C. **Validity Of Permits:** The issuance of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this chapter, federal, state, or local law, statute, rule, regulation, or other ordinance of this jurisdiction.

The issuance of a permit based upon plans, specifications, computations, and other data shall not prevent the Building Official from thereafter requiring the correction of errors in said plans, specifications, and other data or from preventing building operations being carried on thereunder when in violation of this chapter or other Ontario ordinances.

- D. Revocation of Permits: The Building Official may, in writing, suspend or revoke a permit issued under the provisions of this chapter or specialty codes whenever the permit is issued in error, based on incorrect information supplied or in violation of the ordinances of the City of Ontario, Oregon Revised Statutes or Oregon administrative rules.
- E. Expiration Of Plans: Applications for which no permit is issued within one hundred eighty (180) days following the date of the application shall expire by limitation and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not exceeding one hundred eighty (180) days on request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.
- F. Permit Expiration, Extension And Reinstatement: Every permit issued by the Building Official under the provisions of this chapter shall expire by limitation and become null and void if the building or work authorized is not commenced within the time limitations set forth in this section.

Every permit issued by the Building Official shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within one hundred eighty (180) days from the date of such permit, or if the building or work authorized by such permits is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days. The work shall not be considered suspended or abandoned where the permittee has pursued activities deemed by the Building Official to indicate the intent to start and complete the project. The Building Official may require the permittee to document these activities.

- G. Permit Extension. Any permittee holding an unexpired permit may apply for an extension of the time within which work is to be completed under that permit when the permittee is unable to complete the work within the time required by this section for any satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding one hundred eighty (180) days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented work from being completed. No permit shall be extended more than once.

Where a permit has expired, the permit can be reinstated and work authorized by the original permit can be recommenced, provided that the following are met:

1. The building code under which the original permit was issued and other laws which are enforced by the code enforcement agency have not been amended in any manner which affects the work authorized by the original permit.
2. No changes have been made or will be made in the original plans and specifications for such work.
3. The original permit expired less than one year from the request to reinstate.
4. The fee for a reinstated permit shall be one-half (1/2) the amount required for a new permit. Where the request for reinstatement does not comply with the preceding criteria, a new permit, at full permit fees, shall be required.

H. Work Without A Permit And Investigation Fees:

1. Investigation: Whenever any work for which a permit is required by this chapter has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.
2. Fee: An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with any provision of the specialty codes or this chapter.

I. Not Transferable: A permit issued to one person or firm is not transferable and shall not permit any other person or firm to perform any work thereunder.

J. Inspections: It shall be the duty of the permit holder or authorized agent to request all inspections that may be necessary or otherwise required in a timely manner, provide access to the site, and to provide all equipment as may be deemed necessary or appropriate by the Building Official. The permit holder shall not proceed with construction activity until authorized to do so by the Building Official. It shall be the duty of the permit holder to cause the work to remain accessible and exposed for inspection purposes. Any expense incurred by the permit holder to remove or replace any material required for inspection shall be the responsibility of the permit holder or agent of the permit holder.

Work requiring a permit shall not be commenced until the permit holder or an agent of the permit holder has posted, or otherwise made available, an inspection record card such as to allow the Building Official to conveniently make the required entries thereon regarding inspection of the work. This card shall be maintained available by the permit holder until final approval has been granted by the Building Official.

4-1-1.11: INTERPRETATION OF SPECIALTY CODES: Any questions or conflicts in technical, scientific, or alternative material code interpretations of the State of Oregon Structural Specialty Code, State of Oregon Plumbing Specialty Code, State of Oregon Mechanical Specialty Code, Oregon Residential Specialty Code, Oregon State Manufactured Dwelling installation standards and the Uniform Code for Abatement of Dangerous Buildings between inspectors shall be resolved by the Building Official. When necessary, an inquiry to the Oregon State Building Codes Division may be made. Conflicts between

inspectors and the public regarding technical, scientific, and alternative material code interpretations will be resolved between the customer, inspector directly involved and the Building Official. The Building Official shall make a final ruling in writing sent to the customer. If differences occur, the customer may appeal to the local appeal board or State of Oregon within thirty (30) days.

4-1-1.12: SPECIFIC PROVISIONS OF ELECTRICAL INSPECTION PROGRAM:

Coordination Of Permits; Providing Electrical Services Without Permits Prohibited: No person shall provide any electrical service to any newly constructed or altered building or newly placed or altered manufactured dwelling or prefabricated building inside the city limits of Ontario until all required permits have been issued for such building, manufactured dwelling, or prefabricated building. Nothing in this chapter shall prevent reconnection of existing electrical services which have been temporarily disrupted.

4-1-1.13: APPEAL, LOCAL APPEAL BOARD AND ALTERNATIVE APPEAL PROCEDURE:

- A. Manner Of Taking: Any person aggrieved by a code interpretation or decision of the Building Official may file an appeal with the Ontario City Council who will, within a reasonable time, convene the local appeal board for hearing of the appeal. A decision of the local appeal board can be appealed to the appropriate state advisory board pursuant to ORS 455.690.
- B. Alternative Appeal Process: In lieu of subsection A of this section, the aggrieved person may appeal directly to the state specialty code chief under OAR 918-001-0130 and ORS 455.475. If the appeal relates to an inspection pursuant to the electrical specialty code, the appeal process set forth in OAR 918-251-0040 shall be followed.
- C. Form Of Appeal To Local Appeal Board: No particular form or format for an appeal to the local board is required. However, the appeal shall specify the nature of decision appealed, the date of the decision and shall specifically set out each and every allegation of error. The appeal shall be signed by the grievant. A copy of the appeal shall be sent U.S. mail or delivered personally to the Building Official. An appeal fee is established by resolution.
- D. Form Of Appeal To State: An appeal application to the State of Oregon may be obtained from Oregon Department of Consumer and Business Services/State of Oregon Building Codes Division. An appeal fee is established by State.
- E. Local Appeal Board: A local appeal board is hereby created consisting of five (5) members. The members shall be selected by and serve at the pleasure of the City Council. The board will consist of the following: 1) engineer or architect; 2) plumbing contractor; 3) electrical contractor; 4) building contractor; and 5) representative from any fire protection agency. In the absence of selected members for the above local appeal board the City Council shall act as the Appeal Board.

4-1-1.14: INSTANCES OF VIOLATIONS:

Instances of permit, specialty code or ordinance violations shall be enforced by the Building Official as follows:

- A. Imposition Of Local Civil Penalties: A violation of any provision of this chapter is a class B infraction under the Ontario Code. Every day's continuance of the violation may be considered a separate offense. An offense is subject to a fine of two hundred fifty dollars (\$250.00). The Building Official or other city enforcement officer can issue an infraction complaint for violations under this chapter.
- B. Additional Penalties: The penalties and remedies herein are in addition to the remedies provided for trade licensing under Oregon law.
- C. Enforcement: No more than one recovery shall be had against a person for the same offense. Revocation of permit, corrections, stop work order, disconnection of utilities and other authority of the Building Official shall not be considered a recovery or penalty so as to bar any other penalty being enforced.

Amendment No. 2: The following definition is added to OMC 4-1-3:

BUILDING OFFICIAL means the official designated by the Ontario City Manager as the Ontario Building Official, or the Building Official's duly authorized representative, and charged by the Codes (Ontario Building Code and adopted Oregon Specialty Codes) with the administration and enforcement of this chapter.



**AGENDA REPORT
NEW BUSINESS
March 22, 2022**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: SE 5TH AVENUE PEDESTRIAN IMPROVEMENTS FINAL DESIGN SERVICES FOR KELLER ASSOCIATES

DATE: March 14, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE ENGINEERING SERVICES TASK ORDER AMENDMENT NUMBER 1 IN THE AMOUNT OF \$116,950 FOR KELLER ASSOCIATES FOR THE FINAL DESIGN OF PEDESTRIAN IMPROVEMENTS ON SE 5TH AVENUE AND AUTHORIZE THE CITY MANAGER TO SIGN.

SUMMARY:

The City is the recipient of an ODOT Grant in the amount of \$1.8 million for pedestrian improvements along SE 5th Avenue from the railroad crossing to East Lane. Keller Associates performed preliminary engineering work to define the nature and extent of improvements that could be funded with the grant proceeds. The findings were presented to the Public Works Committee in February and the Committee approved the proposed concepts with a few beneficial modifications. The scope of work for Keller Associates is to subcontract topographic survey data collection to enable final design and specifications as well as bidding assistance. The total task order amount is \$116,950 and will be paid from grant proceeds.

BACKGROUND:

The City is the recipient of an ODOT Grant in the amount of \$1.8 million for pedestrian improvements along SE 5th Avenue from the railroad crossing to East Lane. Keller Associates performed preliminary engineering work to define the nature and extent of improvements that could be funded with the grant proceeds. The findings were presented to the Public Works Committee in February and the Committee approved the proposed concepts with a few beneficial modifications.

CURRENT SITUATION:

The scope of work for Keller Associates is to subcontract topographic survey data collection to enable final design and specifications as well as bidding assistance. The total task order amount is \$116,950 and will be paid from grant proceeds.

ANALYSIS:

- A. **STRATEGIC PLAN** The project is consistent with the Strategic Plan goals of Beautification and Desirability.
- B. **FINANCIAL** The work will be funded by ODOT Grant proceeds and the amount is within the project approved budget of \$1,852,018 for FY 21-22. The original agreement was for \$51,055. The final design will be \$116,950 for a total design of \$168,005.
- C. **TIMING** The ODOT Grant does not have time constraints for completing the project, but moving the project forward is important to serving the community.
- D. **POLICY/LEGAL** The City Council is the approving authority for this action.

ALTERNATIVES:

If the Council elects to reject the contract award, the project will be stopped until such time that Council is ready to proceed.

RECOMMENDATION:

Staff recommends approval of the Task Order Amendment for Keller Associates.

ATTACHMENTS:

1. KA Ontario_Amendment_SE 5th design final_2022-2-25

AMENDMENT TO OWNER-CONSULTANT AGREEMENT

Amendment No. 1

Background Data:

Effective Date of Owner-Consultant Agreement: June 15, 2022
 Effective Date of this Amendment: _____
 Owner: Ontario, Oregon
 Consultant: Keller Associates, Inc.
 Project: SE 5th Avenue Pedestrian Facilities
 KA #217032-005

Nature of Amendment:

The City of Ontario desires to proceed to the final design phase of the SE 5th Avenue Pedestrian Facilities project as illustrated in the Concept Plans dated January 28, 2022. This amendment establishes the scope of work and compensation for Task 4 and 5 of the original contract.

Description of Modifications:

The following scope of work items are amended into the contract.

Task 1: The project schedule is extended by an additional 5 months for design and bidding support.

Task 4: FINAL DESIGN

Consultant Responsibilities:

- 4.1. Topographic Survey. Through a subconsultant land surveyor, conduct a topographic survey of the right-of-way in the project corridor (excepting the I-84 overpass bridge). Where project improvements are only on one side of the street, only that half of the right-of-way will be surveyed. Notify Dig-line to locate prior to field surveying and request utility maps from utility owners. Survey to include existing visible features, and visible and pre-marked utilities. Prepare a topographic basemap that illustrates surveyed features and utility map information received. Provide research of public records for the existence of both public and private monuments, NGS monuments and other monuments which may exist. Monuments found will be shown on design plans.
- 4.2. 75% Design Plans. Prepare 75% design plans of proposed improvements for Owner review. Preparation of plans will include the following services:
 - Stormwater analysis and design. Evaluate and design storm water facilities to address storm water management along the proposed improvement. This task assumes modifications of existing stormwater facilities only, not a new stormwater system.
 - Pathway design. Create plan and profile drawings of the pathway.
 - Illumination design. Design new luminaires to be mounted to existing power poles with the exception from SE Claude Road to the Overpass and SE 13th St to the Overpass. In these locations, the design will include underground electrical conduit and circuit(s), new light poles, and luminaires along the new sidewalk on one side of the street. Coordinate with the power company.

- Anticipated Plan Sheets:

<u>Deliverables:</u>	<u>No. of Sheets</u>
• Cover and Title Sheet	1
• Legend	1
• Contractor Notes	1
• Plan and Profile Sheets	8
• Stormwater Sheets	8
• Details	4
<i>Total Number of 75% Design Plan Sheets:</i>	<u>23</u>

- Design review meeting: Attend a virtual or in-person review meeting of the 75% design review package with the Owner. Following the meeting, prepare a list of review comments and actions to be taken.

4.3. 100% Plans, Specs, And Bidding Documents. After receiving comments from the City, the plans, specifications, and bidding and construction documents will be finalized. The opinion of probable construction cost will also be updated.

Owner Responsibilities:

- Attend review meeting and provide comments to Consultant in a timely manner

Assumptions:

- Survey will use the Oregon Coordinate Reference System; Ontario Zone for horizontal control and NAVD88 for vertical control.
- The project will not include any improvements along the I-84 Overpass structure.
- Design will be created in AutoCAD Civil 3D.
- Since much of the work is covered under the ISPWC, the plans will be prepared to reference ISPWC and include necessary specifications on the drawings (not prepare separate technical specifications). The design package will include the plans, Special Conditions, and front-end bidding documents.
- All submittals will be made by Keller Associated electronically via e-mail, except oversized graphics (larger than 11" x 17"), such as presentation displays. The format of electronic submittals will be PDF, unless otherwise noted.
- QA/QC is considered integral to all deliverables.
- Contractor will be required to prepare and implement a NDPES General Stormwater Discharge Permit 1200-C (if applicable),, prepare final traffic control plans, and secure associated permits.

Deliverables:

- 75%, and 100% design submittal (drawings and specifications), including one PDF submittal and three (3) 11"x17" hard copies.
- Opinion of probable cost at 100%.

Task 5: Bidding

Consultant Responsibilities:

- 5.1. Advertisement. Provide the Owner with a bid advertisement for the Owner to publish in the local newspaper of record. Assist Owner with posting advertisement to on-line plan room.
- 5.2. Documents. Distribute bidding documents including addenda to bidders.

- 5.3. Pre-Bid. Attend and conduct a pre-bid meeting with Contractors interested in the project. The pre-bid will include a meeting and a site tour to provide a forum for answering Contractor questions.
- 5.4. Addenda. If required, respond to bidder questions, and prepare up to two addenda during the bidding process to clarify, correct, or change the issued documents.
- 5.5. Bid Opening. Attend and conduct the bid opening and review Contractor bids with the Owner.
- 5.6. Bid Evaluation. Evaluate the bids received, prepare bid summary, and provide a recommendation for award.

Owner Responsibilities:

- Arrange and pay for the advertisement of the project.
- Attend the pre-bid meeting.
- Chair the bid opening meeting.
- Provide legal services if required.
- Advertising costs.
- Award the bid.

Assumptions:

- One bid package and one bidding process to a single Contractor is assumed. If multiple bid packages or rebidding or addressing bid protests is required, these services will be provided as an additional service.

Deliverables:

- Bid advertisement for the Owner's use.
- Three paper copies and one electronic copy in PDF format, and DWG files of the bidding documents including 11"x17" plans will be delivered to the Owner.
- Bid evaluation letter.

A new Task 7-Permitting is added with the following scope of work

Consultant Responsibilities:

- 7.1. Railroad permitting. Prepare exhibits and assist in submitting single application to the railroad owner for improvements to the railroad crossing on the west end of the project corridor. Develop plan for the crossing and the Owner will prepare the license agreement submittal and coordinate with the railroad for approval.
- 7.2. Easement Support. Prepare legal description and exhibits for sidewalk easements on up to four different parcels.

Owner Responsibilities:

- Lead review and coordination with permitting authorities, including paying any application fees and providing legal review of permits/agreements.
- Owner will coordinate with contractor on right-of-way permit for work in the Owner's right of way.
- Creation of easement agreements, easement negotiations, title reports, and all other elements of the easement acquisition process will be the responsibility of the Owner.

Assumptions:

- Environmental field work or permitting beyond the permits listed above, if needed, will be completed as an Additional Service.

Deliverables:

- Design plan exhibit for railroad permit application.

Schedule:

The Schedule is updated per the following table:

Task	Schedule	Comments
Task 4 - 75% Design	60 Calendar Days	Schedule begins when this amendment is executed by both parties.
Task 4 - 100% Design	45 Calendar Days	Schedule begins when Consultant receives review comments for 75% design.
Task 5 - Bidding Support	30 Calendar Days	Bidding dates to be determined by Owner.
Task 7 – Permitting (railroad permit)	Same as 100% Design	Will provide the permit application as part of the 100% design package.
Task 7 – Permitting (easement support)	Same as 100% Design	Will provide legal description and exhibit for easement acquisition as part of the 100% design package.

Compensation Summary:

Update the compensation schedule per the following table:

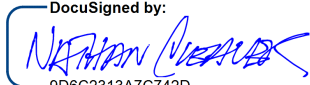
Task	Billing Basis	Original Agreement	This Amendment	Total
Task 1: Project Management	LS	\$5,420	\$5,750	\$11,170
Task 2: Existing Conditions	LS	\$16,575		\$16,575
Task 3: Concept Report and Project Phasing	LS	\$29,060		\$29,060
Task 4: Final Design	LS		\$90,700	\$90,700
Task 5: Bidding	LS		\$9,800	\$9,800
Task 6: Construction Administration	LS		TBD	TBD
Task 7: Permitting	T&M		\$10,700	\$10,700
Total		\$51,055	\$116,950	\$168,005

All provisions of the Agreement not modified by this or previous amendments remain in effect. In witness thereof, the parties hereto have executed or caused to be executed by their duly authorized officials this Amendment to the Agreement on the respective dates indicated below.

OWNER: ONTARIO, OREGON

Signature: _____
 Name: _____
 Title: _____
 Address: 444 SW 4th Street, Ontario,
 Oregon 97914
 Telephone: 541-881-3201
 Date: _____

CONSULTANT: KELLER ASSOCIATES, INC.

DocuSigned by:

 Signature: _____
 Name: Nathan Cleaver
 Title: Principal
 Address: 100 East Bower Street, Suite 110
 Meridian, ID 83642
 Telephone: (208) 288-1992
 Date: 2/25/2022



**AGENDA REPORT
NEW BUSINESS
March 22, 2022**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: WATER AND SEWER SUPPORT WITH COMMUNITY IN ACTION

DATE: March 14, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE VENDOR AGREEMENT AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT.

SUMMARY:

Community in Action has received funding to set up a program for water and sewer assistance.

BACKGROUND:

Community in Action received funding to set up a program for low-income housing water assistance. This would provide low-income citizens with financial help for water and sewer bills.

CURRENT SITUATION:

Community in Action (CinA) is requesting the city sign the attached vendor agreement. The agreement lays out the requirements for the City. The requirements of the agreement wouldn't change the City's normal utility billing processes. There would be a spreadsheet sent by CinA and one payment for the different accounts utilizing this program. The City would be required to bill and apply payments to accounts like normal.

ANALYSIS:

- A. **STRATEGIC PLAN** No strategic plan impact.
- B. **FINANCIAL** The City might receive income that would otherwise be uncollectible.
- C. **TIMING** Community in Action would like to see the City Council approve the agreement as soon as possible.
- D. **POLICY/LEGAL** The City Council is required to approve the vendor agreement.

ALTERNATIVES:

The City could decide not to participate in the program.

RECOMMENDATION:

Staff recommends the City Council approve the attached vendor agreement.

ATTACHMENTS:

1. Letter to vendor payment Process (1)
2. LIHWA Vendor Agreement_ City of Ontario



915 SW 3rd Avenue
Ontario, OR 97914
(541) 889-9555
Fax: 541-889-0768

February 7, 2022

Dear Water Vendors,

The Low-Income Water Assistance Program (LIHWA) is a new program to Community in Action, but it is similar to the Energy Assistance program. I want to provide some information on how and what procedures we will work with when creating a payment for an applicant's water account.

The first thing we need is to have a completed application with all required documentation. This will determine eligibility. Once the application is completed and the household has been determined eligible ~~then~~ then the application goes through quality assurance accuracy and final approval. At no time should a water provider take pledge information directly from an applicant. All pledges will come directly from CinA.

Once ~~final~~ approval is finalized, a spreadsheet will be sent to the same place where the contracts were sent (email, address). If you would like the spreadsheet sent to a different place, or a specific person, please let me know. This spreadsheet will count as a pledge, which is a commitment of payment. I have attached a spreadsheet as an example. The spreadsheet will have applicants name, account number, address, phone number, county (do we really need county? I don't see any vendor serving more than one?), and amount approved. Once the water vendor is informed of the commitment any urgency should be resolved related ~~to~~ to the applicant's drinking water and/or wastewater services.

~~In the end,~~ The vendor should receive payment no later than 45 days after commitment was issued. The vendor will receive an email from CinA's online bill pay service, Bill.com, to receive ACH deposits. Most times payment to a vendor will include multiple applicants. When applications are approved for payment, ACH payments will include a register including the names s of the eligible applicants, account numbers, addresses and amounts to be applied to each account will be sent. If a vendor is unable to receive ACH deposits, payments can be issued by check.

Please let me know if you have any questions or if I may need to make changes such as where to send commitments. Community in Action ~~will~~ appreciates s allany referrals for utility assistance water/sewer and energy assistance.

Once again thank you for your help, we appreciate the opportunity to work with you in providing this assistance to your qualifying clients.

Sincerely,

Balbina Torres
Supervisor, CinA Energy Assistance
balbina@cina.team

Sincerely,

~~Balbina Torres, Supervisor~~
~~balbina@cina.team~~
~~Community in Action~~
~~Energy Assistance~~
~~915 SW 3rd Ave~~
~~Ontario, OR 97914~~
~~541-889-9555~~

CONTRACT FOR WATER ASSISTANCE PROVISIONS

BETWEEN

Community in Action

AND

City of Ontario

This Low-Income Housing Water Assistance (LIHWA) Program Agreement ("Agreement") is entered into by and between the Community in Action ("Agency"), City of Ontario ("Vendor"), and the Oregon Housing and Community Services Department, together with its successors and assigns ("Department"), (each a "Party" and collectively the "Parties") under the following terms:

1. Entire Contract

- a) This Agreement is the mechanism by which all Parties can carry out the provisions of the Low-Income Household Water Assistance (LIHWA) Program.
- b) It is understood and agreed that the entire contract between the Parties is contained in this Agreement.
- c) This Agreement supersedes all previous commitments, promises, representations either oral or written, between the Parties relating to the subject matter hereof.
- d) The person signing this Agreement on behalf of the Vendor certifies and attests that the Vendor has the power and authority to enter into and perform this Agreement, and that the signor has full and complete authority to bind the Vendor.
- e) All the words and phrases used in this Agreement shall have the meanings given herein or as used in the LIHWA Program Requirements and other related requirements unless the context clearly requires otherwise.

2. Definitions

- a) Authorization means a form that contains the Eligible Household's account number, name of person applying for LIHWA assistance, name on the account, address of Eligible Household, and amount of the LIHWA Payment to be applied to the Eligible Household's account.
- b) Commitment means the initial communication that an Eligible Household has qualified for LIHWA Payments and serves as notice of the forthcoming Authorization.
- c) Eligible Household means a household receiving services from the Vendor that has been determined, by the Agency in accordance with LIHWA eligibility guidelines, to be eligible for a LIHWA Payment.
- d) LIHWA Payment(s) includes regular and crisis payments made by the Agency to the Vendor on behalf of Eligible Households for eligible drinking water and/or wastewater service charges (including reconnection charges, fees, penalties, or reduction of current charges and fees).

3. The Agency agrees to do the following:

- a) To assign a vendor number/business code to each Vendor after the Agreement is fully executed.
- b) To obtain an Eligible Household's consent through a Release of Information in order for the Agency to initiate two-way communication with the Vendor regarding Account information (such as current amount owed, status of service, and crisis situation indicators).
- c) To effectuate LIHWA Payments to the Vendor on behalf of Eligible Households, including:
 - i. Notifying the Vendor of Commitments through an agreed-upon format (i.e., direct portal input, written, oral, etc.),
 - ii. Notifying the Eligible Household of Commitments made to Vendor,
 - iii. Pursuant to Commitment, submitting payment to the Vendor promptly and no later than 45 days after Commitment issued, and
 - iv. Prior to receipt of payment, notifying Vendor of any changes to Commitments caused by federal or state law.
- d) To issue to Vendor a single check or Automated Clearing House (ACH) payment that includes benefits for all Eligible Households. A payment register precedes the check or ACH deposit. The register includes the names of the Eligible Households, the account names and numbers, the amounts to be applied to each account, and the addresses and counties of residence of the Eligible Households.

- e) To inform the Vendor in the case an Eligible Household is in crisis or life-threatening situation and speaking to the Vendor on behalf of the Eligible Household when a member of the Eligible Household is not present or does not have accessibility to such a discussion.

4. The Vendor agrees to do the following:

- a) To refer its customers to the Agency for assistance.
- b) To charge all Eligible Households using the Vendor's normal billing process.
- c) To charge all Eligible Households the price normally charged for drinking water and/or wastewater services supplied to non-eligible households, except for other billing assistance and/or discount programs.
- d) Not to exclude or discriminate against any Eligible Households with respect to cost of services, terms, deferred payment plans, credit, conditions of sale, or discounts and programs offered to non-eligible households.
- e) Not to treat any Eligible Households adversely because of receipt of LIHWA assistance.
- f) To continue to apply the regular drinking water and/or wastewater service charges and credits of payments in regular fashion, even in consideration of a Commitment or LIHWA Payment.
- g) To process all LIHWA Payments, on behalf of Eligible Households from the Agency, including:
 - i. Applying a credit notation to the Eligible Household's account as soon as the Vendor receives a LIHWA Authorization from the Agency.
 - 1. This credit can only be applied to water and wastewater related charges and fees.
 - 2. This credit cannot be applied to charges and fees including but not limited to police, streetlights, and garbage service.
 - ii. Applying and itemizing LIHWA Payments for all Eligible Households identified in the LIHWA Payment Register as directed by the Agency.
 - iii. Posting all payments to Eligible Household accounts promptly after being received, no later than the next billing cycle.
 - iv. If a LIHWA Payment cannot be credited to the Eligible Household's account, processing a refund, according to the Oregon LIHWA Vendor Refund Policies, directly to the Eligible Household within thirty (30) days.
- h) To discuss the Eligible Household's crisis or life-threatening situation with the Agency, speaking on behalf of the Eligible Household when a member of the Eligible Household is not present or does not have accessibility to the discussion.
- i) To cooperate with the Agency, once informed of the crisis or life-threatening situation and in receipt of a Commitment, to resolve the Eligible Household's situation related to drinking water and/or wastewater services with urgency.
- j) To comply with Oregon LIHWA Vendor Refund Policies, as described below in this Agreement.
- k) To maintain an accounting system and supporting fiscal records that represent the amounts and billing of drinking water and/or wastewater services provided to Eligible Households.
- l) To fully cooperate with the Department's and Agency's monitoring practices, including but not limited to providing requested documentation for Federal representatives or Oregon Secretary of State representatives within set time frames, as well as communicating with Department or Agency staff.
- m) To provide at no cost to the Department, Eligible Household, or Agency, written information on an Eligible Household's drinking water and/or wastewater services costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods, even when it may be from a prior occupant household.
- n) To provide at no cost to the Department or Agency, or an authorized agent to the Department or Agency, for the purposes of research, evaluation, and analysis, information on household drinking water and/or wastewater services costs and usage for Eligible Households.
- o) **Program Requirements:** Vendor agrees to timely satisfy all requirements of this Agreement, including all LIHWA Regulations or other forms of LIHWA federal guidance, as applicable, and all other applicable federal, state, and local statutes, rules, regulations, ordinances, and orders (all of the foregoing, as amended from time to time, collectively, the "Program Requirements") to the satisfaction of Department or Agency.

5. Termination

- a) This Agreement shall terminate upon the earliest to occur of the following events:

- i. A change in the requirements of applicable Federal or State regulations for LIHWA administration,
 - ii. A change in the state plan for administering LIHWA that affects the terms and conditions of this Agreement,
 - iii. Thirty (30) days' written notice of termination by any Party,
 - iv. Mutual consent of all Parties,
 - v. Any license or certificate required by law or regulation to be held by the Vendor to provide services outlined in this Agreement is denied, revoked, or not renewed, or
 - vi. The end of the LIHWA program year, which begins on January 1, 2022 and ends on September 30, 2023.
- b) This Agreement will terminate effective immediately upon determination by the Department that the Vendor is not in compliance with the terms of this Agreement, including the Program Requirements. The Vendor will be notified within ten (10) days of termination.
 - c) Termination by any Party shall not discharge any obligations owed by any Party to another or to an Eligible Household or any liability, which has accrued prior to termination.
 - d) The rights and remedies of any Party provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

6. Miscellaneous

- a) **Subcontracts:** The Vendor shall not enter into any subcontracts, beyond those already in place for normal and current billing operations, for any of the services provided under this Agreement without obtaining prior consent from the Department or Agency. The Vendor shall also provide the subcontract agreement(s) with this Vendor Agreement (see Attachment A).
- b) **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument between the Parties.
- c) **Execution and Counterparts:** This Agreement may be executed in counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- d) **Severability:** If any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.
- e) **Assignment:** The Vendor shall not assign or transfer its interest in this Assignment without the express written consent of the Department and Agency.
- f) **Waiver:** The failure by any Party to enforce any provision of this Agreement shall not constitute a waiver by another Party of that or any other provision.
- g) **Independent Contractors/Workers' Compensation Coverage:** Vendor and Agency are independent contractors under this Agreement and both covenant, warrant, and affirm that neither they nor any of their agents, representatives or employees are an officer, employee, or agent of the other party. Vendor and Agency further covenant, warrant and affirm that they shall provide Workers' Compensation insurance for their prospective employees and require such by their subcontractors.
- h) **Indemnity:** Subject to any applicable limitations in the Oregon Constitution and the Oregon Tort Claims Act, each Party (the "Indemnifying Party") shall save, defend (consistent with ORS chapter 180), indemnify and hold harmless the other Party, the Department and each of their officers, agents, employees and members (the "Indemnified Parties") from all claims, suits or actions of whatsoever nature (collectively, "Claims") to the extent resulting from or arising out of the negligent or wrongful acts or omissions of the Indemnifying Party or its subcontractors, agents, or employees in its performance or non-performance of its obligations under this Agreement unless such Claims primarily result from the Indemnified Party or Parties' negligence, gross negligence or willful misconduct. In no event shall either Party be liable to the other for Claims in an amount more than \$50,000 per event.
- i) **Successors in Interest:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assigns, if any.
- j) **Force Majeure:** A Party shall not be held responsible for delay or default as a result of an event or action beyond its reasonable control, including without limitation, fire, riots, acts of God or war.
- k) **Governing Law:** This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
- l) **Merger:** This Agreement constitutes the entire Agreement between the Parties. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties.

- m) **Mediation:** In the case the Parties become involved in a dispute regarding any part of this Agreement, the Parties shall submit to mediation prior to the commencement of litigation to enforce this Agreement. The mediator shall be an individual mutually acceptable to all Parties. Each Party shall pay its own cost for the time and effort involved in mediation and agrees to split equally the cost of the mediator. All Parties agree to exercise best efforts and act in good faith to resolve all disputes.
- n) **Eligible Household Information Confidentiality:** Due to the obligations outlined in this Agreement, all Parties will have access to Confidential Information of Eligible Households, including but not limited to household member names, social security numbers, addresses, account numbers, account payments and balances, and income information. All Parties shall use appropriate safeguards to prevent the disclosure of Confidential Information to unauthorized third parties (which excludes, for example, compliance with applicable Public Records Laws or as required by an official court order), and shall prevent employees, agents or subcontractors from accessing, copying, disclosing or using any such Confidential Information.
- o) **Red Flag Rules:** All Parties agree to establish, maintain, and abide by reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft related to Eligible Households through the administration of LIHWA.
- p) **Funds Available and Authorized:** The Vendor understands and agrees that payment of amounts under this Agreement is contingent on the Department receiving appropriations or other expenditure authority sufficient to allow the Department and Agency to continue to make payments under this Agreement.
- q) **Effective Date and Duration:** This Agreement shall be effective upon execution by all Parties and shall remain in effect until terminated as described in the "Termination" section herein.
- r) **Further Acts:** Vendor will do, make, execute, and deliver all such further acts or writings as Department or Agency may require to protect the Department or Agency's rights under this Agreement.
- s) **False Claims Act:** The Parties acknowledge the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) a Party that pertains to this Agreement or LIHWA Payments for Eligible Households. The Parties certify that no claim is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Each Party further acknowledge, in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the date(s) written below.

VENDOR:

By: _____ Date: _____

Print: _____

Title: _____

Vendor Name: _____

AGENCY:

By:  Date: 1-13-22

Print: Barb Higinbotham
Barb Higinbotham

Title: Executive Director
Executive Director

Agency Name: Community in Action
Community in Action

Oregon's Low-Income Household Water Assistance (LIHWA) Program Vendor Refund Policy

1. Credit Balances – Unless there is an event otherwise noted in this Refund Policy, all LIHWA Payments that create a credit balance remain on the Eligible Household's account until exhausted.
2. Ineligible Credit Balances - In the event that a LIHWA Payment cannot be applied to the Eligible Household's account, the remaining balance shall be returned to the Eligible Household within thirty (30) days after the Vendor receives the LIHWA Payment.
3. Deposits – All deposits and accrued interest become the property of the Eligible Household and shall be returned to the Eligible Household at the time specified in the deposit agreement in a manner consistent with applicable administrative rules, approved tariffs and other law.
4. Voluntary Closure and Moves - If the Eligible Household voluntarily closes the account that received a LIHWA Payment or moves to another service address that the Vendor does not represent, any credit balances resulting from a LIHWA Payment shall be refunded to the Eligible Household. If the Eligible Household moves to another service address by which the Vendor does represent, any credit balances resulting from a LIHWA Payment shall be transferred to the new address.
5. Inability to Locate Eligible Household – In the event that the Vendor is unable to locate the Eligible Household within one (1) year after service has been discontinued for any reason, any unused portion of a LIHWA Payment shall be returned to the Oregon Department of State Lands as unclaimed property.
6. Deceased Eligible Household – In the event a LIHWA Payment remains on the Eligible Household's account and the account is closed, the Vendor shall return the LIHWA Payment credit balance to the Department no later than the end of the program year. The Vendor shall submit a check to the Department with the notation of number six of this Refund Policy.
7. Return Address for Refunds to the State of Oregon – Mail refunds to:

OREGON HOUSING AND COMMUNITY SERVICES, ENERGY SERVICES SECTION
ATTN: LIHWA PROGRAM REFUND
725 SUMMER ST NE, SUITE B
SALEM, OR 97301

Refunds must include the following information: Eligible Household name, Eligible Household address, Name of Agency that provided LIHWA Payment to Eligible Household, Date of LIHWA Payment to Vendor, Reason for the return.

8. Incorrect Payments – All Agencies and Vendors are required to review the LIHWA Payments register for accuracy. In the event an Agency makes a payment in error, the Agency must correct the error within thirty (30) days of the error's discovery and the Agency is responsible for any applicable late charges, interest, or other penalties that cannot be waived in good faith. LIHWA Payments made in error must be corrected by the Agency and will be refunded from subsequent LIHWA Payments made to the Vendor. In the event the Vendor credits an account in error due to causes other than Agency error or otherwise misappropriates LIHWA Payments, the Vendor must correct the error within thirty (30) days of the error's discovery and is responsible for any applicable late charges, interest, or other penalties that cannot be waived in good faith.

Drinking Water and/or Wastewater Utility Vendor Information

Vendor Name		
Primary Contact Name	Primary Contact Phone	Customer Service Phone
Primary Contact Mailing Address	Primary Contact Fax	Primary Contact Email
Payment Contact Name	Payment Contact Phone	
Payment Contact Mailing Address	Payment Contact Fax	Payment Contact Email

Legal Name (For tax purposes)			
Taxpayer Identification Number (TIN)			
Type of TIN			
	Employer ID Number (FEIN)		Social Security Number (SSN)
	Individual Taxpayer ID Number (ITIN)		
Type of Entity			
	Individual/Sole Proprietor		Limited Liability Company
	Corporation		Government Entity

Counties served (Please check all that apply)							
☐	Baker	☐	Douglas	☐	Lake	☐	Tillamook
☐	Benton	☐	Gilliam	☐	Lane	☐	Umatilla
☐	Clackamas	☐	Grant	☐	Lincoln	☐	Union
☐	Clatsop	☐	Harney	☐	Malheur	☐	Wallowa
☐	Columbia	☐	Hood River	☐	Marion	☐	Wasco
☐	Coos	☐	Jackson	☐	Morrow	☐	Washington
☐	Crook	☐	Jefferson	☐	Multnomah	☐	Wheeler
☐	Curry	☐	Josephine	☐	Polk	☐	Yamhill
☐	Deschutes	☐	Klamath	☐	Sherman	☐	

Tribes served (Please check all that apply)			
☐	Burns Paiute	☐	Confederated Tribes of Warm Springs
☐	Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians	☐	Cow Creek Band of Umpqua Indians
☐	Confederated Tribes of Grand Ronde	☐	Coquille Indian Tribe
☐	Confederated Tribes of Siletz	☐	Klamath Tribes
☐	Confederated Tribes of Umatilla Reservation	☐	



**AGENDA REPORT
PUBLIC HEARING
March 22, 2022**

To: Mayor and City Council

FROM: Casey Mordhorst, Acting Public Works Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: GOODFELLOW REIMBURSEMENT DISTRICT CONSIDERATION

DATE: March 8, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE CREATION OF THE GOODFELLOW REIMBURSEMENT DISTRICT AS DESCRIBED BY THE PUBLIC WORKS DIRECTOR'S REPORT AND AUTHORIZE THE MAYOR TO SIGN.

SUMMARY:

Ontario Municipal Code 8-15-3(a) provides an opportunity for a person who is required to or chooses to finance some or all of the cost of public improvement(s) which will be available to provide service to property other than property owned by the person may, by written application filed with the Public Works Director, request that the City establish a Reimbursement District. The public improvement(s) must be of a size greater than that which would otherwise ordinarily be required in connection with an application for a building permit or development permit or must be available to provide service to property other than property owned by the Developer, so that the public will benefit by making the public improvement(s).

The City, through Jacobs contract for Public Works services, received an application to form a Reimbursement District consistent with the requirements of OMC 8-15-3(c) on September 06, 2021. The application was accompanied by the requisite fee as defined in OMC 8-15-3(b). Jacobs, serving as the City's Public Works Director in accordance with OMC 8-15-4, has reviewed the application and finds the application is appropriate for consideration by the City Council. The attached Director's Report was sent via registered mail to all affected parties and provides the details of forming the Reimbursement District.

BACKGROUND:

The City, through Jacobs contract for Public Works services, received an application to form a Reimbursement District consistent with the requirements of OMC 8-15-3(c) on September 06, 2021. The application was accompanied by the requisite fee as defined in OMC 8-15-3(b).

CURRENT SITUATION:

Jacobs, serving as the City's Public Works Director in accordance with OMC 8-15-4, has reviewed the application and finds the application is appropriate for consideration by the City Council. The attached Director's Report was sent via registered mail to all affected parties and provides the details of forming the Reimbursement District.

ANALYSIS:

- A. **STRATEGIC PLAN** The formation of the Reimbursement District supports the City's Strategic Plan concerning Growth and providing infrastructure to support Growth.
- B. **FINANCIAL** Approval of the Reimbursement District does not have a financial impact on the City. The City collects the funds from the private parcel owner and reimburses the private developer who paid for the improvements in Goodfellow.
- C. **TIMING** The improvements have been made and the timing is appropriate for creating the District.
- D. **POLICY/LEGAL** Ontario Municipal Code Section 8-15-3 provides the authority for creation of the Reimbursement District.

ALTERNATIVES:

If the Council elects not to approve the Reimbursement District, findings of facts as to why the application fails to conform with Ontario Municipal Code should be clearly stated.

RECOMMENDATION:

Staff recommends approval of the Goodfellow Reimbursement District consistent with the parameters described in the Public Works Director's Report

ATTACHMENTS:

1. Goodfellow St Reimbursment District



JACOBS®

Engineering Division

1551 NW 9th St

Ontario, OR 97914

Public Works (541) 889-8572

VIA Certified Mail

March 3, 2022

Rocky Mountain Properties, LLC

Joseph L. Dunn

4019 SW Vermont St

Portland, OR 97219

Dear Mr. Dunn,

This letter is to inform you of a Public Hearing to be held by the Ontario City Council at Ontario City Hall on Tuesday, March 22, 2022 at 6pm. The Public Hearing is being held pursuant to a request from a property owner to form a Reimbursement District to recover the costs of public improvements made in connection with recent infrastructure work along Goodfellow Street that benefits other parcels. If approved by the City Council, the Reimbursement District would obligate reimbursement as outlined in the attached Director's Report.

The Public Hearing, held at 444 SW 4th Street, will offer both proponents and opponents of the Reimbursement District proposal the opportunity to provide testimony to the City Council. If you have any questions regarding the attached Director's Report on the proposed Reimbursement District or have questions in general on the project or process, please contact the signatories below.

Sincerely,

Casey Mordhorst

Interim Public Works Director

(541) 889 8572

casey.mordhorst@jacobs.com

Al Haun

Senior Engineering Technician

(541) 889 8572

al.haun@jacobs.com

Director's Report
Application for Reimbursement District
Goodfellow Avenue
City of Ontario, Oregon
March 3, 2022

Ontario Municipal Code 8-15-3(a) provides an opportunity for a person who is required to or chooses to finance some or all of the cost of public improvement(s) which will be available to provide service to property other than property owned by the person may by written application filed with the Public Works Director request that the City establish a Reimbursement District. The public improvement(s) must be of a size greater than that which would otherwise ordinarily be required in connection with an application for a building permit or development permit or must be available to provide service to property other than property owned by the Developer, so that the public will benefit by making the public improvement(s).

The City, through Jacobs contract for Public Works services, received an application to form a Reimbursement District consistent with the requirements of OMC 8-15-3(c) on September 06, 2021. The application was accompanied by the requisite fee as defined in OMC 8-15-3(b).

Jacobs, serving as the City's Public Works Director in accordance with OMC 8-15-4, has reviewed the application and submits the findings below for consideration by the City Council.

1. The application for reimbursement of costs for water line extension, sewer line extension, road base construction, storm water infrastructure, curb, gutter and sidewalk installation (public improvements) associated with the new construction of Goodfellow Avenue from its terminus east to SE 5th Avenue meets the requirements of OMC 8-15-3(a).
2. The Reimbursement District boundaries shall apply only to a single parcel that has not yet reimbursed the developer for the improvements. The parcel is defined as Land in the City of Ontario, Malheur County, Oregon: within the SW1/4 NW1/4 NW1/4 of section 11, Township 18S, Range 47E, W.M., described as follows: Parcel No. 3 of Partition Plat 20-06 according to the official plat recorded May 5, 2020 under Instrument No. 2020-1560, Plat Cabinet "B" Slide 112, Malheur County Deed Records; Tax Lot 902 Map 18S4711B as illustrated in exhibit A.
3. A map showing the property to be included in the proposed Reimbursement District, the zone for the property, the linear front footage and square footage of said property, the property owned by the developer and the names and mailing addresses of owners of other property to be included in the proposed Reimbursement District is provided as exhibit B.
4. The Developer has financed all of the cost of the public improvements, thereby making the services available to the affected properties, other than that owned by the Developer.
5. Staff have determined the Public Improvement along Goodfellow Avenue has met City Standards, and it is fair and in the public interest to create a Reimbursement District.
6. There are several ways to consider and determine "benefits derived" when assessing property within a reimbursement district. Common methods include cost per linear foot of property abutting the improvement, cost per square foot to a property to a depth of 150 feet (Ontario code 8-7-3 (F)) or on a share and share a-like basis if the benefit is considered approximately equal for each parcel. In this reimbursement district, staff is recommending a cost per linear foot of property abutting the improvement.
7. The actual costs of improvement along the entire project length are as follows:

Public Improvement	Construction Cost	Total Frontage (ft)	Unit Cost of Frontage (\$/ft)
Road Base	\$108,592.50	1341'	\$80.97875
Curb & Gutter	\$69,442.50	1341'	\$51.78412
Sidewalk	\$69,442.50	1341'	\$51.78412
Water Line	\$42,125.00	435'	\$96.83908
Sewer Line	\$40,402.50	435'	\$92.87931
Stormwater Infrastructure	\$46,680.00	1,003'	\$46.54037
Total	\$376,685.00		

OMC 8-15-5A states a reimbursement fee shall be computed by the City for all properties within the Reimbursement District, excluding properties owned by or dedicated to the City or the State of Oregon, which have the opportunity to use the Public Improvements, including the property of the Developer. The reimbursement fee shall be calculated separately for each Public Improvement. The Developer shall not be reimbursed for the portion of the reimbursement fee computed for the Developer's own property. Right of way for the other properties has been donated.

OMC 8-15-5B states the cost to be reimbursed to the Developer shall be limited to the cost of construction engineering, construction, and off-site dedication and/or acquisition of right of way property. Construction engineering shall include surveying and inspection costs and shall not exceed seven and one-half percent (7.5%) of eligible Public Improvement construction costs. Costs to be reimbursed for right of way property shall be limited to the reasonable market value of land or easements purchased by the Developer from a third party in order to complete the Public Improvements. It is important to note that there are no costs for construction engineering, paving or right-of-way acquisition in the proposed Reimbursement District as those costs were deemed non-applicable due to the nature in which the project was funded via City-funds and right-of-way dedication on the part of the property owners. In addition, the Stormwater Infrastructure improvements did not benefit the property under this Reimbursement District.

There is only one tax lot that did not financially participate in the proposed improvements and that is Tax Lot 902, Map 18S4711B. The assessment for Tax Lot 902, Map 18S4711B shall be calculated as follows:

Public Improvement	Total Frontage (ft)	Unit Cost of Frontage (\$/ft)	Total Cost
Road Base	330.58'	\$80.97875	\$26,769.96
Curb & Gutter	330.58'	\$51.78412	\$17,118.79
Sidewalk	330.58'	\$51.78412	\$17,118.79
Water Line	100'	\$96.83908	\$9,683.91
Sewer Line	100'	\$92.87931	\$9,287.93
Total			\$79,979.38

The owner of Tax Lot 902, Map 18S4711B shall make payment to the City of Ontario in the amount of \$79,979.38 no later than May 1, 2022. If the owner of Tax Lot 902, Map 18S4711B elects to make equal annual installment payments over a 10-year term in lieu of complete payment by May 1, 2022, an additional simple interest rate of five-point-five percent (5.5%) per annum on the unpaid balance shall be paid annually in addition to the principal payments. Annual installment payments shall be made by May 1 of each year. The installment payment due May 1, 2022 shall consist of a principal payment of \$7,997.94 plus interest of \$4,398.87 for a total of \$12,396.81.

The City's connection fees for Water and Sewer Service are not part of the Reimbursement District and shall be paid by the owner of the property once accessed in the future.



The proposed Reimbursement District is zoned as C2H General Heavy Commercial. The lineal front footage is 330.58' and the total square footage of the property is 99,756.4'. This property is owned by Rocky Mountain Properties LLC.

The Developer, Bob Goodwin owned Tax Lot 800 Map 18S47E11B, also known as 1517 SE 5th Ave Ontario, Oregon.

Listed below are the owners of the properties that participated in the SE Goodfellow St improvements:

- RCG Inc.
Bob Goodwin (1517 SE 5th Ave)
PO Box 220
New Plymouth, ID, 83655
- JR & Bonnie Schwenkfelder (1415 SE 5th Ave)
550 W Old School LN
Meridian, ID, 83646

List below are the properties that Reimbursement District are including:

- Rocky Mountain Properties LLC
Joseph Dunn (Vacant Lot)
4019 SW Vermont St
Portland, OR, 97219
- The L.W. & Glenda Sather Family Trust
Louis Sather (list on the Lot Book Report)
373 NE 4th Ave
Ontario, OR, 97914
- Malheur County Title Company (listed on the Lot Book Report)
81 S. Oregon St
Ontario, OR, 97914

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT REVENUE
FOR THE PERIOD ENDED
FEBRUARY 28, 2022**

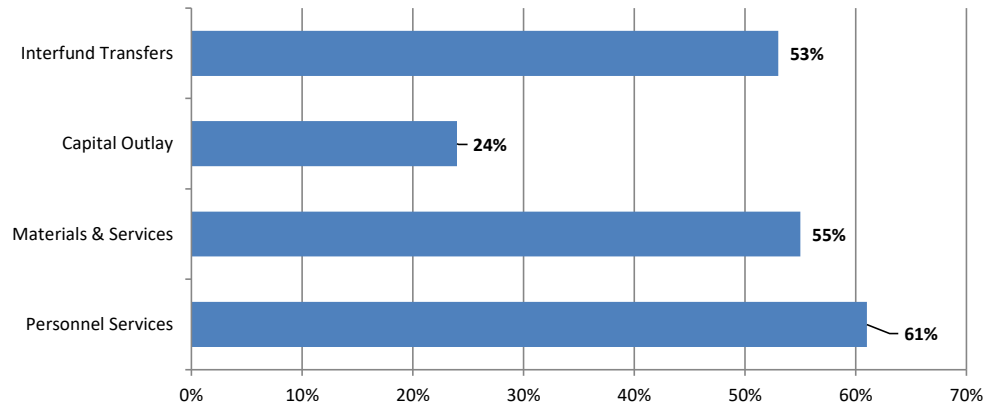
DEPARTMENT	BUDGET	ACTUAL	% REALIZED	COMMENTS
GENERAL FUND BEGINNING FUND BALANCE	5,371,817	5,630,981	104.8%	
Parks	2,000	6,629	331.4%	
Parks & Recreation	2,000	6,629	331.4%	
Fire	234,572	56,393	24.0%	
Code Enforcement	70,800	5,908	8.3%	
Police	199,850	98,265	49.2%	
Dispensary Business License	55,800	70,886	127.0%	
	-			
Public Safety Total	561,022	231,452	41.3%	
Interest	28,000	14,146	50.5%	
State Revenue Sharing	153,265	84,224	55.0%	
Administrative Services	497,148	331,432	66.7%	
Other General Revenues	8,485	9,850	116.1%	
Donations	10,000	1,950	19.5%	
Property Taxes	3,983,255	3,667,107	92.1%	
Alcohol Bvg License & Fee	238,446	125,355	52.6%	
Cigarette tax	13,376	6,011	44.9%	
Marijuana tax	3,000,000	891,829	29.7%	
Franchise Fees	1,579,874	808,164	51.2%	
Business Registration	2,500	170	6.8%	
Cemetery	35,000	18,550	53.0%	
General Government Total	9,549,349	5,958,788	62.4%	
Planning & Zoning	4,000	11,214	280.4%	
Community development	4,000	11,214	280.4%	
Operating Transfers In	223,480	-	0.0%	
Transfer Total	223,480	-	0.0%	
GENERAL FUND REVENUE TOTALS	\$ 10,339,851	\$ 6,208,082.07	60.0%	
YTD CURRENT YEAR PROFIT(LOSS)	\$ (1,188,279)			
YTD BUDGET BENCHMARK	66.7%			 -6.6%

CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENDITURES
FOR THE PERIOD ENDED
FEBRUARY 28, 2022

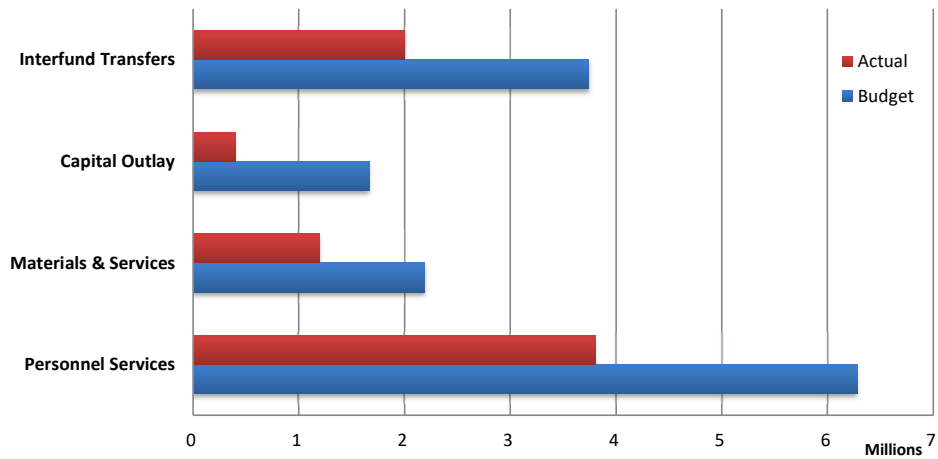
DEPARTMENT	BUDGET	ACTUAL	% EXPENDED	COMMENTS
Parks	565,107	327,287	57.9%	
Parks & Recreation	565,107	327,287	57.9%	
Fire	1,884,340	1,063,727	56.5%	
Code Enforcement	151,348	91,853	60.7%	
Police	4,273,070	2,604,391	60.9%	
Police reserves	2,625	827	31.5%	
Public Safety Total	6,311,383	3,760,799	59.6%	
Administration	535,334	318,565	59.5%	
City Council	28,359	16,533	58.3%	
Business Registration	1,100	94	8.5%	
Cemetery	206,775	113,154	54.7%	
Finance	254,736	135,820	53.3%	
Technology	193,641	114,136	58.9%	
General Government Total	1,219,945	698,300	57.2%	
Community development	192,607	118,827	61.7%	
Community Development	192,607	118,827	61.7%	
Administrative Overhead	1,457,143	437,432	30.0%	
Non-Departmental Contributions	414,520	55,246	13.3%	
Other Total	1,871,663	492,678	26.3%	
Operating Transfers Out	3,715,818	1,998,470	53.8%	
GENERAL FUND TOTALS	\$ 13,876,523	\$ 7,396,361	53.3%	
YTD BUDGET BENCHMARK			66.6667%	

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENDITURES
FOR THE PERIOD ENDED
FEBRUARY 28, 2022**

% Expended by Category



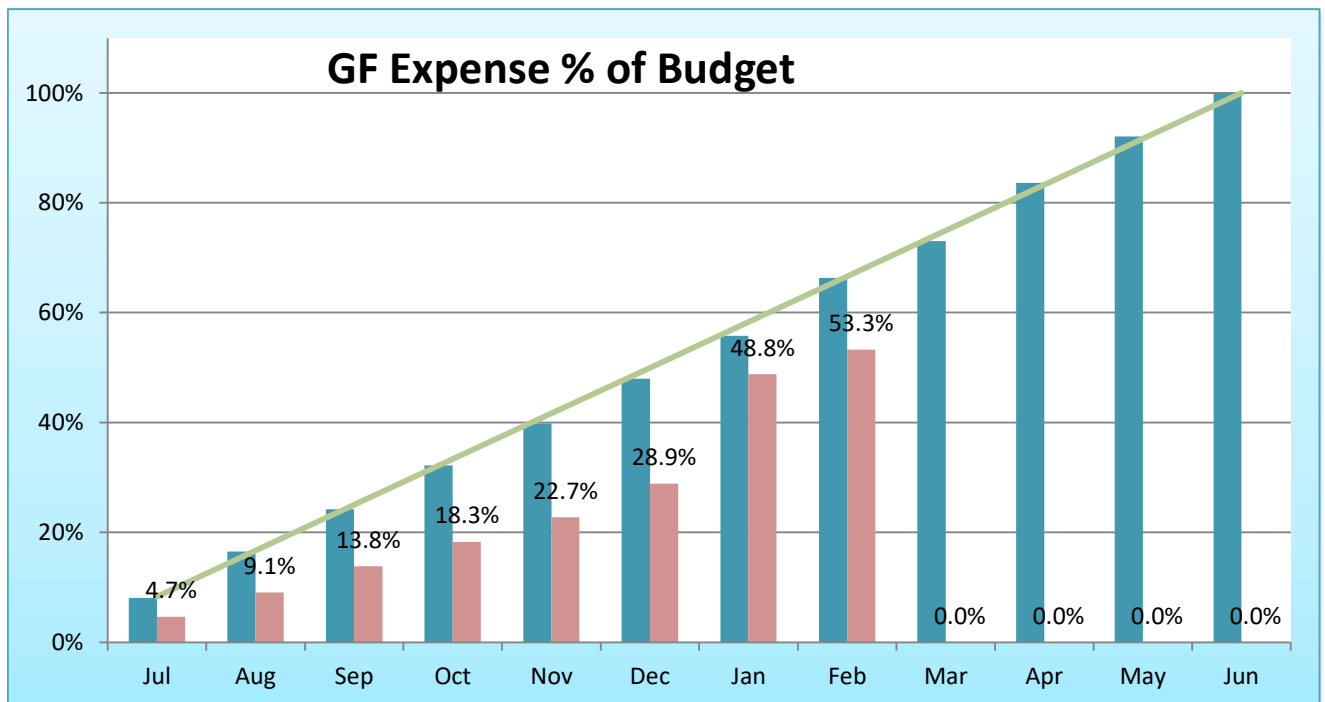
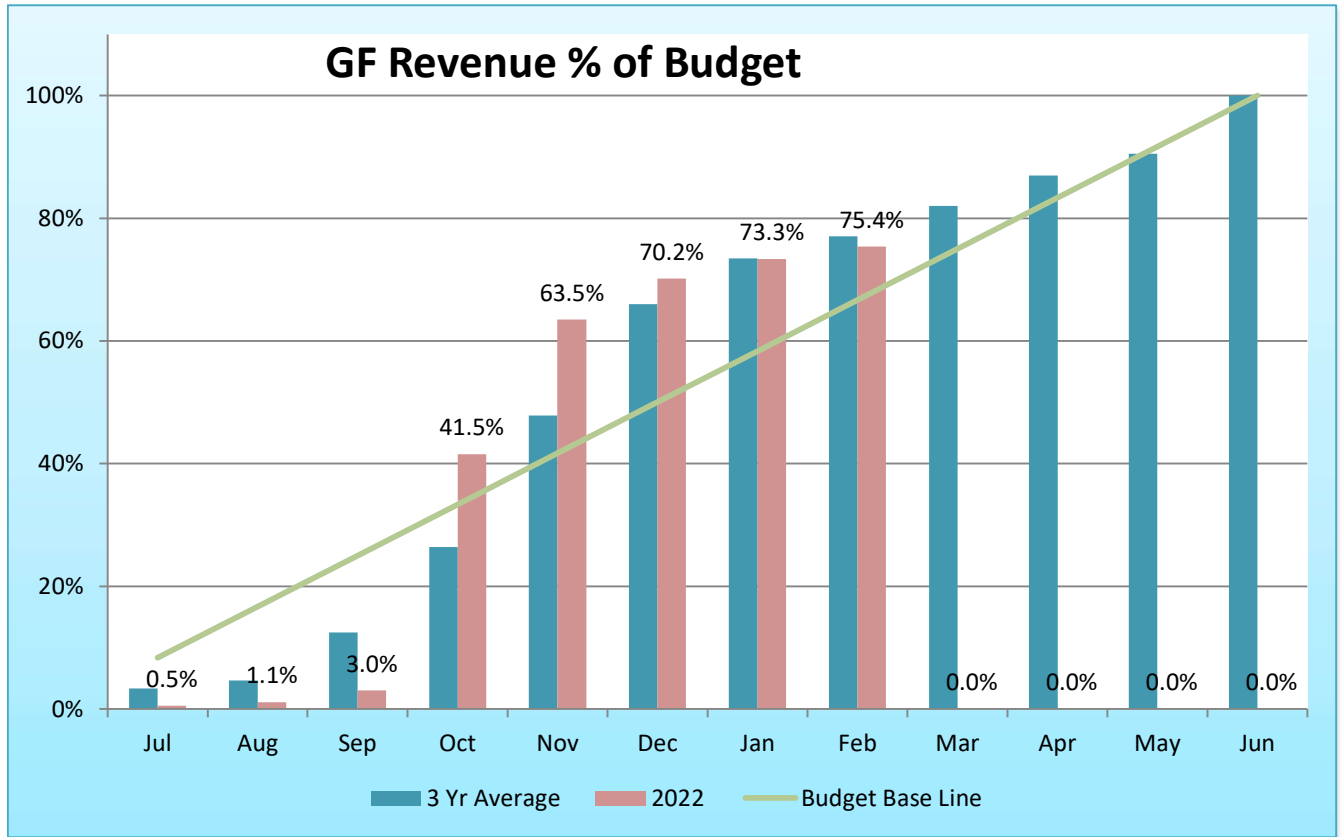
Budget to Actual by Category



**CITY OF ONTARIO
GENERAL FUND - LEGAL SERVICES
FOR THE PERIOD ENDED
FEBRUARY 28, 2022**

LEGAL EXPENSES	
JULY	\$ 4,385
AUGUST	4,791
SEPTEMBER	3,540
OCTOBER	9,533
NOVEMBER	2,817
DECEMBER	12,670
JANUARY	14,063
FEBRUARY	910
MARCH	-
APRIL	-
MAY	-
JUNE	-
TOTAL	<u>\$ 52,709</u>
BUDGETED AMOUNT	\$ 40,000
(OVER) UNDER BUDGET AMOUNT	\$(12,709)

**CITY OF ONTARIO
GENERAL FUND
FOR THE PERIOD ENDED
FEBRUARY 28, 2022**



**CITY OF ONTARIO
OTHER FUNDS - EXPENDITURES
FOR THE PERIOD ENDED
FEBRUARY 28, 2022**

DEPARTMENT/FUND	REVENUES				EXPENDITURES		
	BUDGET	ACTUAL	% REALIZED		BUDGET	ACTUAL	% EXPENDED
002 Marijuana Enforcement Fund	30,000	19,202	64.0%		30,000	12,796	42.7%
010 Grant Fund	202,500	1,349,819	666.6%		202,500	198,624	98.1%
027 Building Fund	393,464	713,008	181.2%		208,745	103,751	49.7%
030 Capital Projects Fund	6,009,377	5,224,524	86.9%		3,027,069	157,443	5.2%
031 SDC Fund	539,542	749,686	138.9%		539,542	-	0.0%
045 Street Fund	6,220,596	1,552,027	24.9%		6,177,799	1,288,350	20.9%
050 Trust Funds	815,886	779,625	95.6%		815,886	354,864	43.5%
055 Reserve Funds	5,166,407	4,316,993	83.6%		3,951,207	1,603,145	40.6%
060 Revolving Loan Fund	339,021	316,438	93.3%		339,021	10,000	2.9%
105 Water Fund	8,154,293	4,781,061	58.6%		6,831,076	2,046,176	30.0%
110 Sewer Fund	9,962,066	6,167,489	61.9%		8,502,625	3,325,529	39.1%
115 Storm Sewer Fund	463,445	465,584	100.5%		314,109	66,517	21.2%
120 Airport Fund	468,632	349,462	74.6%		468,632	288,739	61.6%

Comments:

YTD BUDGET BENCHMARK

66.7%

**CITY OF ONTARIO
BUDGET RESOLUTIONS
FOR THE PERIOD ENDED
FEBRUARY 28, 2022**

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 APPR	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	
2021-137	SEWER FUND	CONTINGENCY	CONTINGENCY	\$ (195,088)	\$ (195,088.00)
2021-137	SEWER FUND	CAPITAL OUTLAY	CCTV SYSTEM	\$ 195,088	
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)	
2021-139	AIRPORT FUND	AIRPORT	WAGES & SALARIES	\$ (30,000)	\$ 32,000.00
2021-139	AIRPORT FUND	AIRPORT	CARES ACT FUNDING	\$ 32,000	
2021-139	AIRPORT FUND	AIRPORT	MINOR AIRPORT IMPROVEMENTS	\$ (3,000)	
2021-139	AIRPORT FUND	AIRPORT	AIRPORT POWER POLES	\$ 65,000	
2022-104	GENERAL FUND	POLICE	DATA PROCESSING	\$ 16,300	\$ 101,087.00
2022-104	GENERAL FUND	POLICE	CONTRACT LABOR	\$ 16,670	
2022-104	GENERAL FUND	POLICE	WAGES & SALARIES	\$ 45,417	
2022-104	GENERAL FUND	POLICE	RECRUITMENT/CONTRACT SETTLEMENT	\$ 2,700	
2022-104	GENERAL FUND	POLICE	EVIDENCE ROOM IMPROVEMENTS	\$ 20,000	
2022-104	GENERAL FUND	POLICE	AVAILABLE CASH ON HAND	\$ 101,087	
2022-105	GENERAL FUND	CONTINGENCY	CONTINGENCY	\$ (10,505)	\$ 10,505.00
2022-105	GENERAL FUND	NON DEPARTMENTAL APPR	MARIJUANA YOUTH EDUCATION	\$ 10,505	
2022-106	BUILDING FUND	CONTINGENCY	CONTINGENCY	\$ (7,800)	\$ 7,800.00
2022-106	BUILDING FUND	BUILDING	CONTRACT LABOR	\$ 7,800	



First Quarter Report

December 2021 – February 2022



OFD Awards Banquet



Winter Wonderland



Mr. & Mrs. Clause



Did someone say party?



Down to Business



Burn Baby Burn!



Final Farewell



Final Farewell



Structure Fire



February 5, 2022

Structure Fire

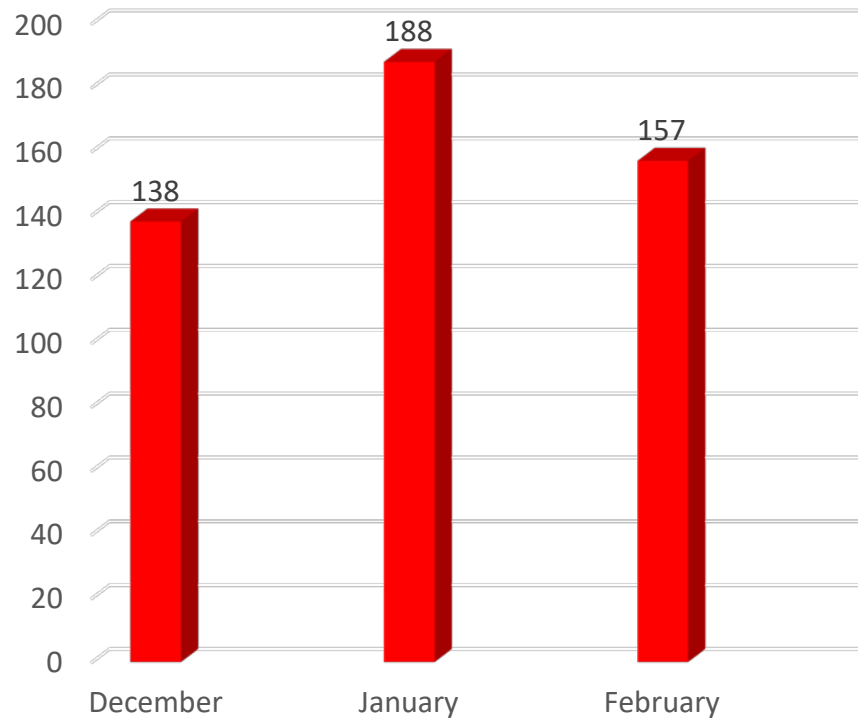


February 19, 2022

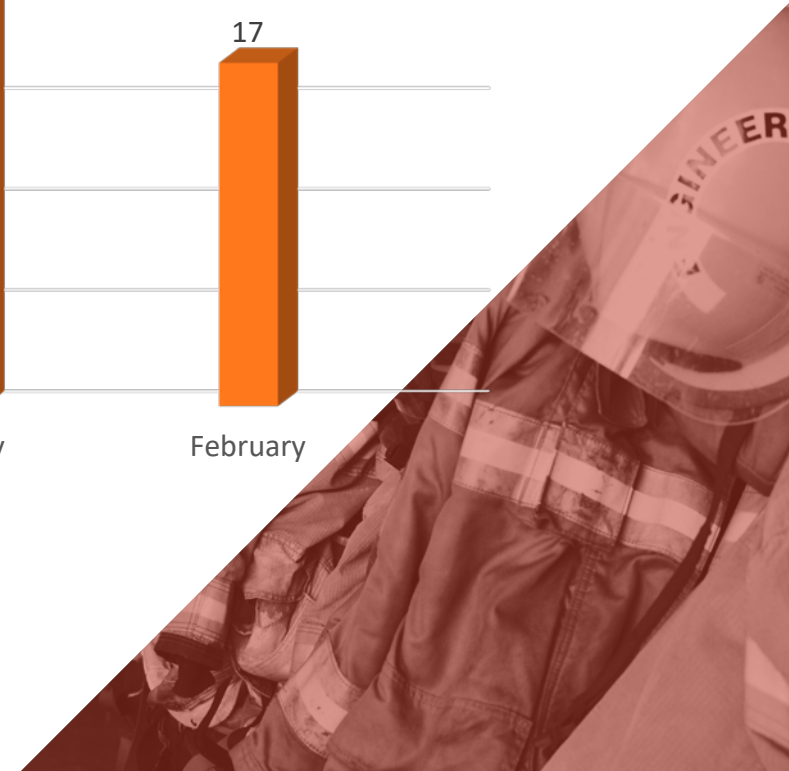
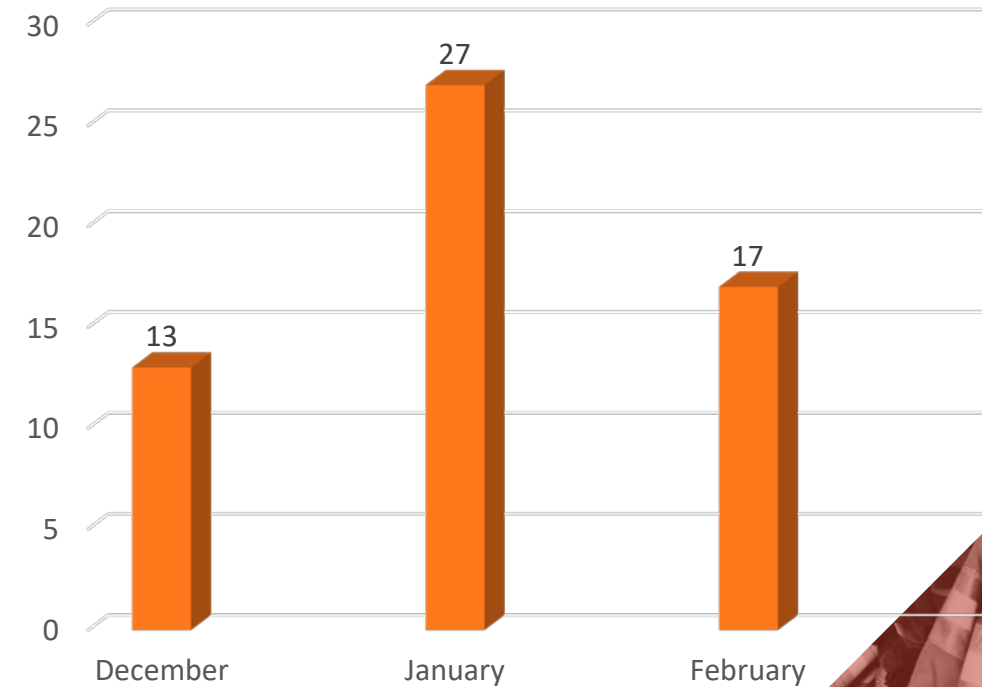
Medical & Fire Calls



MEDICAL



FIRE







Presentation by Dan Cummings
Tuesday, March 22, 2022

CITY OF ONTARIO COMMUNITY DEVELOPMENT

Fiscal Year 2021-22
Second Quarter

Building
Department

Economic
Development

Planning and Zoning

Building Department Statistics

Mechanical and Structural Permit Amounts and Fees



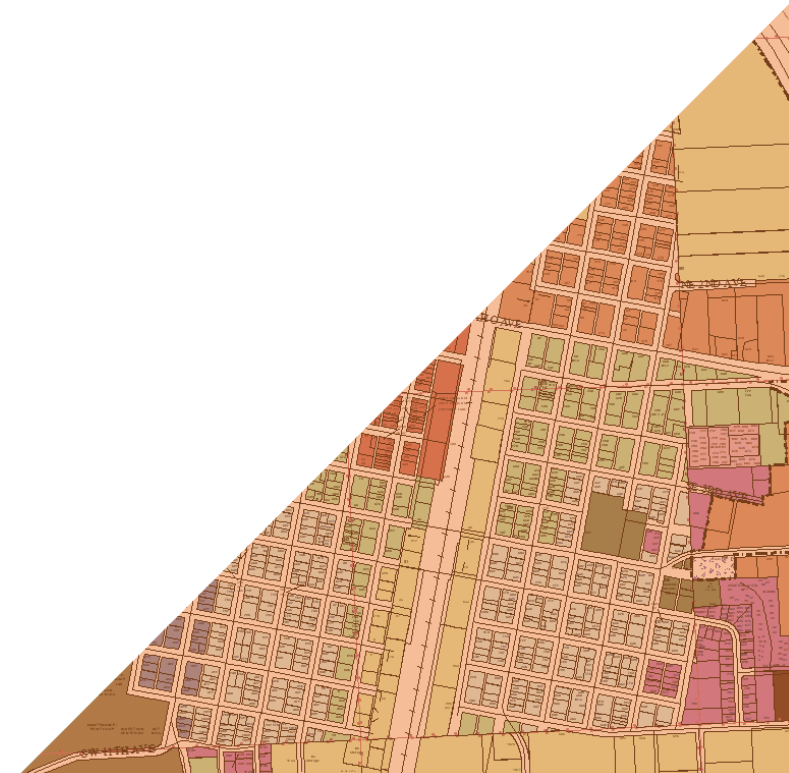
Oct – Dec 2021

Mechanical Permits and Fees Issued

- Mechanical Permits Issued **69**
- Mechanical Valuation Totals **\$ 503,713**
- Total Mechanical Fees **\$ 6,852**

Structural Permits and Fees Issued

- Structural Permits Issued **47**
- Structural Valuation Totals **\$ 5,164,642**
- Total Structural Fees **\$ 51,003**



Building Department Statistics

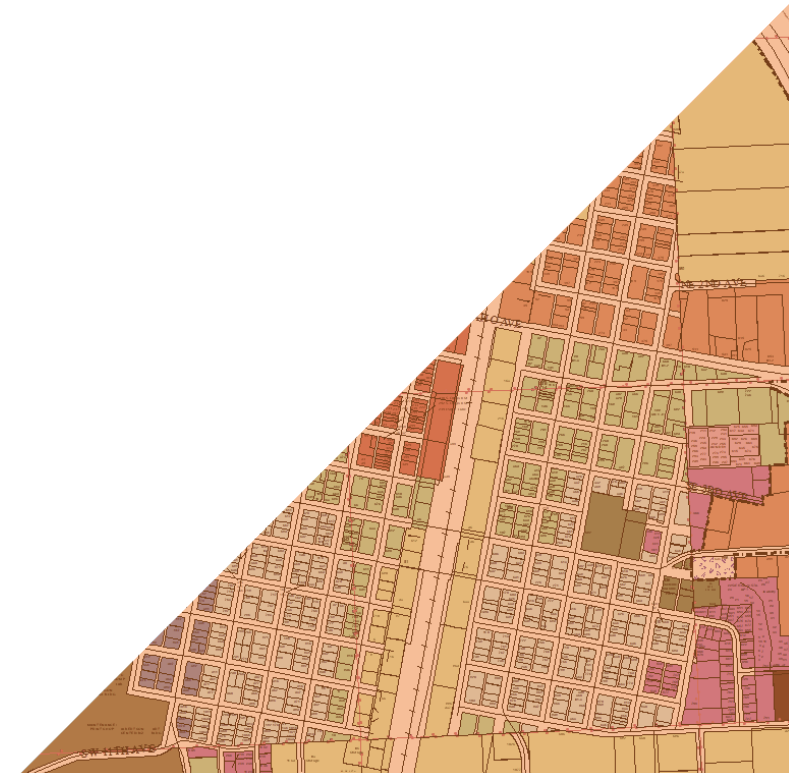
Mechanical and Structural Permit Amounts and Fees



Oct – Dec 2021

Total Permits and Fees Issued in 2nd Quarter FY 21-22

- Total Permits Issued **116**
- Valuation Totals **\$ 5,668,355**
- Total Permit Fees **\$ 57,855**



Planning and Zoning Department

Oct, Nov, Dec 2021



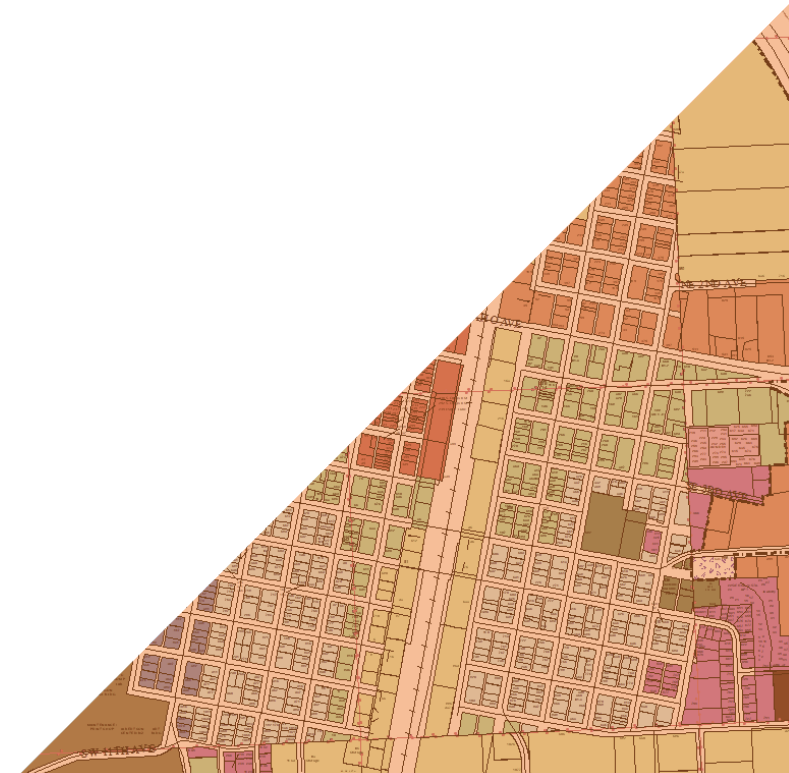
- Annexations 0
- Conditional Use Permits 2
- Site Developments 1
- Temporary Use Permits 0
- Property Line Adjustments 2

Total Fees for the Quarter

\$ 830

Total Land Use Applications
for 2nd Quarter

5



Phase II Façade Grant Program



- Applications for locations along SW 4th Ave
- 2021 ended with a total of Five applicants, for the Phase II Grant
- \$83,431 worth of project costs for businesses
- \$23,700 of matching grant money awarded

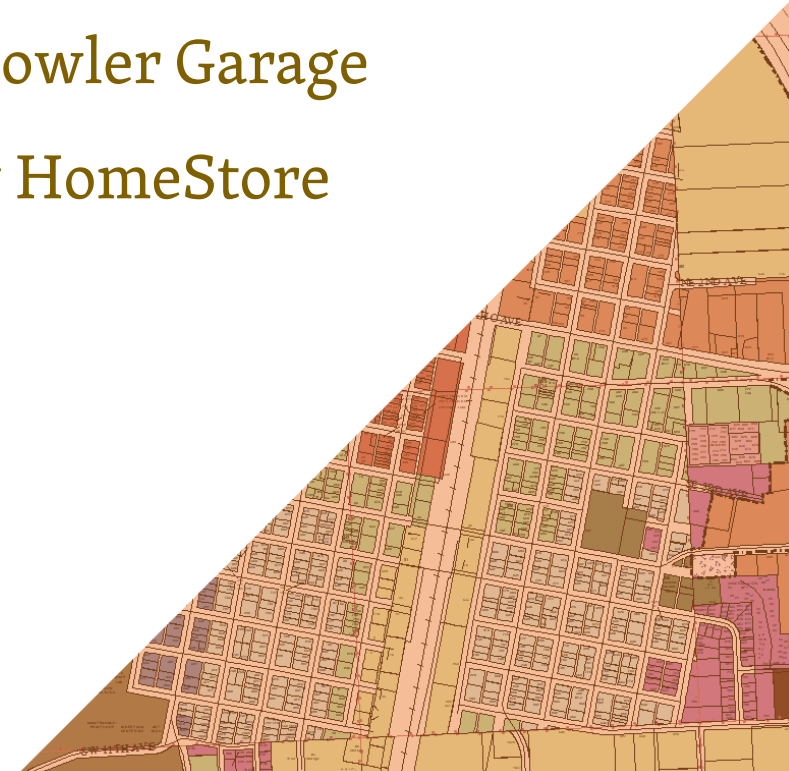
Participating Businesses

Burger West

Rusty's Pancake and Steak

Berts Growler Garage

Ashley HomeStore



Ontario Economic Activity

Oct, Nov, Dec 2021



- Mayberry Subdivision
- Project Build Ontario
- Project West Park
- Project Grand Prix
- Project Gild-Gold
- Brownfields Grant Program
- Project Champ
- Project Plus
- Project PNW
- Project Otis



Ontario Economic Activity



Continued

“Project Build Ontario”

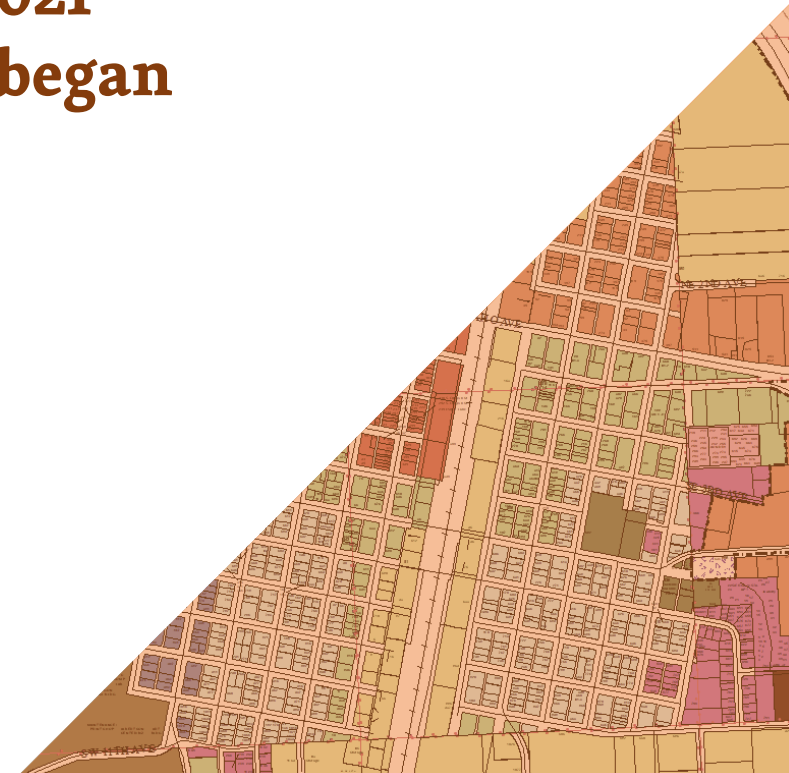
- Single Family Residential Housing Incentive program promotes new housing within the City Limits

Status: 23 incentive applications submitted in 2021
42 total applications since the incentive began

“Project Westpark”

- Redevelopment of the West Park Plaza Mall
- Creation of new indoor mini storage and flex space
- Consideration of 150-unit apartment complex

Status: On-going



Ontario Economic Activity



Continued

EPA Brownfield Grant Program

- Redevelopment of Brownfields within Malheur County
- Funding still available to properties in Ontario, Nyssa, Vale
- Phase I and Phase II studies ongoing

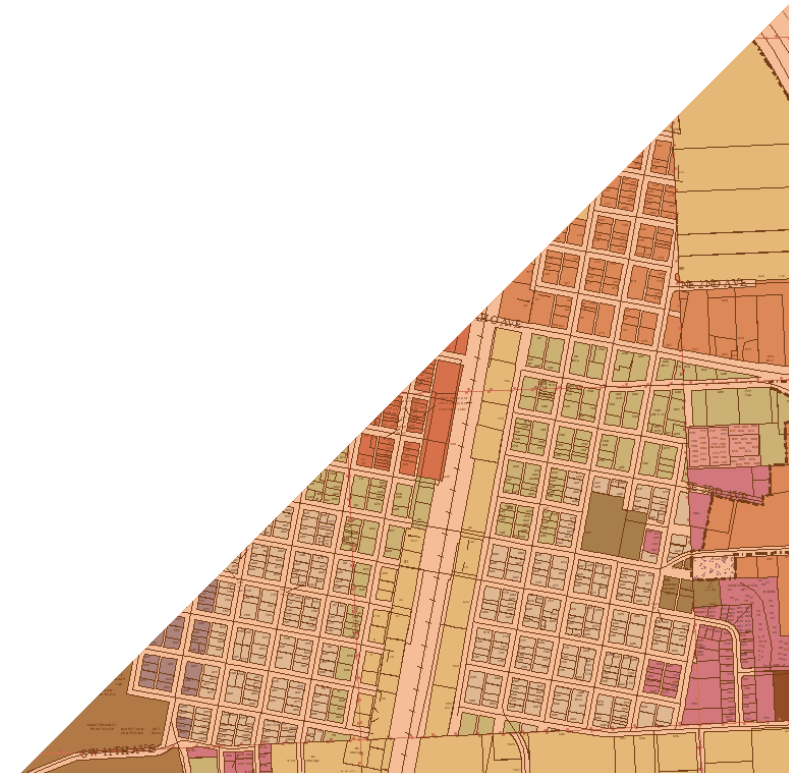
Status: EPA had approved a 1-year extension

Phase I ESAs completed at

- 118 SW 1st St in Ontario
- Former motel/apartments in Vale

Site-specific outreach letters went out

Working with CHMM Environmental Services



Ontario Economic Activity



Continued

“Mayberry Subdivision”

- Affordable Mini Housing Development for Veterans and Seniors Citizens

Status: Site Design moving forward and Preliminary Plat submitted

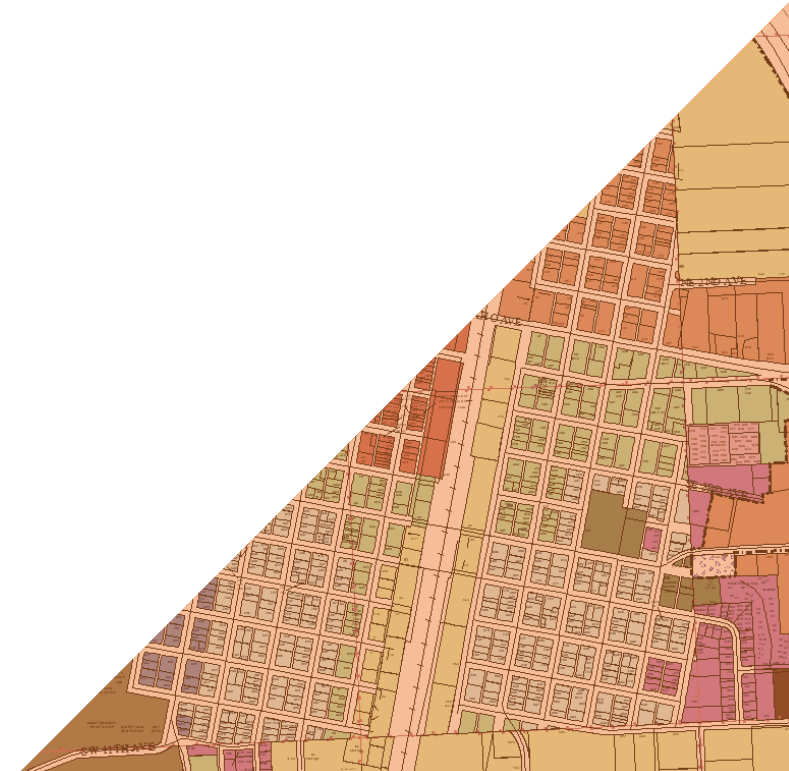
“Project PNW”

- 100-acre project for a distribution center
- Serving 115 – 155 retail stores and 300 – 350 employees

“Project Otis”

- 16-acre industrial property in Ontario
- Promoting to several industrial clients

Status: On-going



Ontario Economic Activity



Continued

“Project Champ”

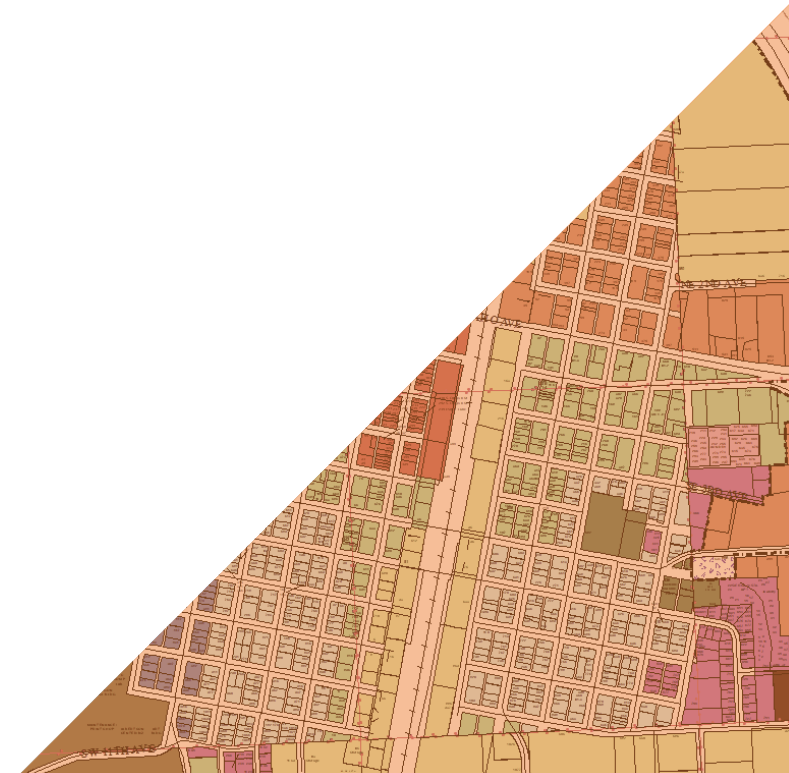
- Thermoformed packaging company (food, medical, retail products)
- \$10 million in equipment investment
- 33 employees to start
- 200 maximum employees at full buildout

Status: On-going

“Project Grand Prix”

- Meter manufacturing looking for industrial lands
- Expected to hire 150-200 employees (5-8 acres)

Status: On-going



Ontario Economic Activity

Continued



“Project Plus”

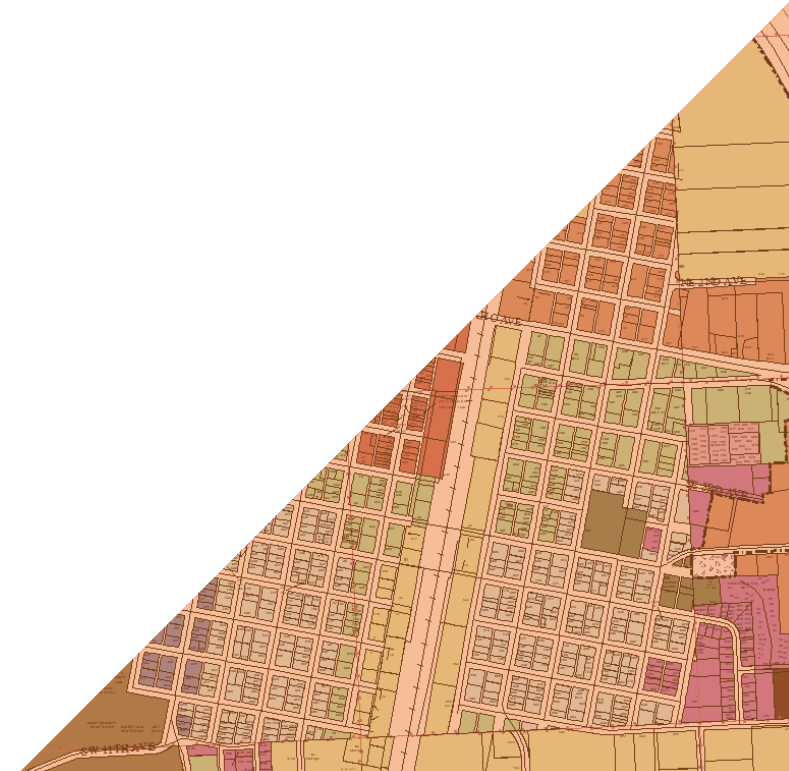
- Food Processing Company looking for 100-150 acres
- Will employ 500 - 670 employees and managers

Status: On-going

“Project Guild Gold”

- Food manufacturing company
- Needing between 100 - 200 acres
- 200 - 300 employees at total buildout

Status: On-going



Projects in Development



Brockside Subdivision



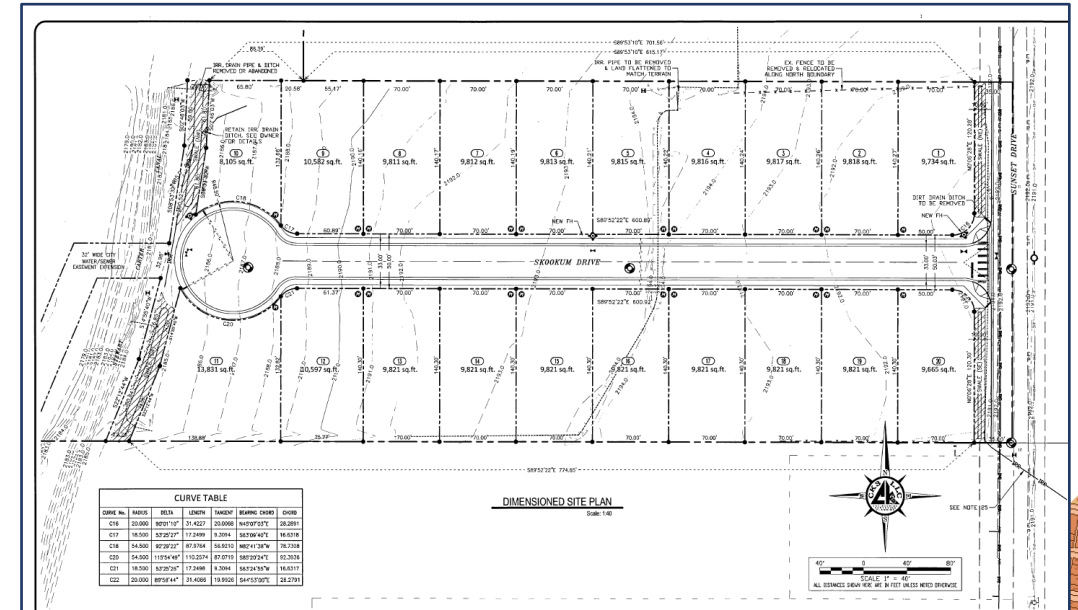
724 SW 16th Street



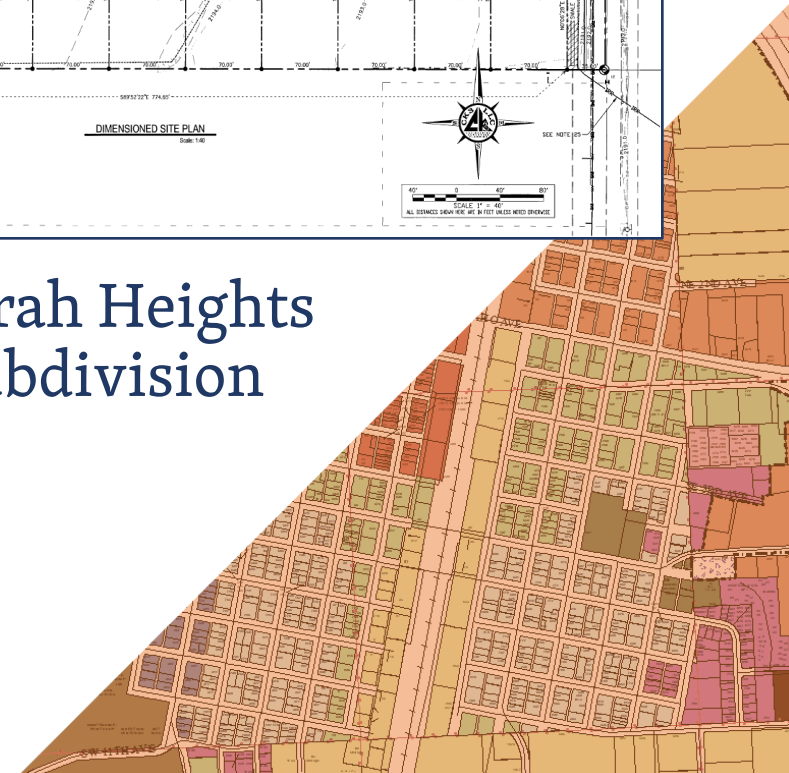
Projects in Development



Ontario Airport Hangars Under Construction



Harrah Heights Subdivision



Projects in Development



Nascosto
Affordable
Housing



RESIDENTIAL UPDATE

5 New Single Family Home Building Permit Issued Oct - Dec

Manufactured Homes: **1** Permit Issued

Permits for Multi-Family: **2** New Townhomes

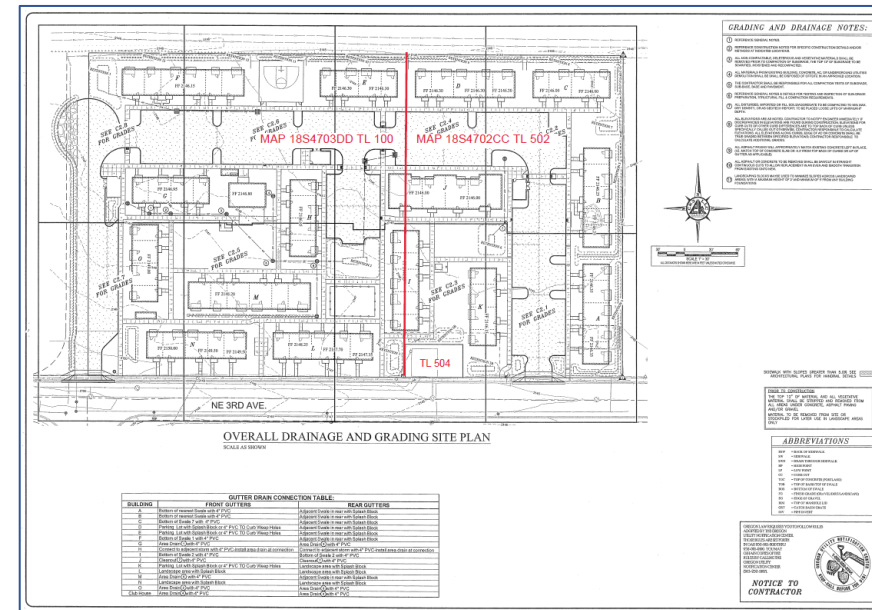


Ongoing Construction

- Commercial Tire
- Community In Action
- Treasure Valley Steel
- Dutch Brothers
- River Point RV



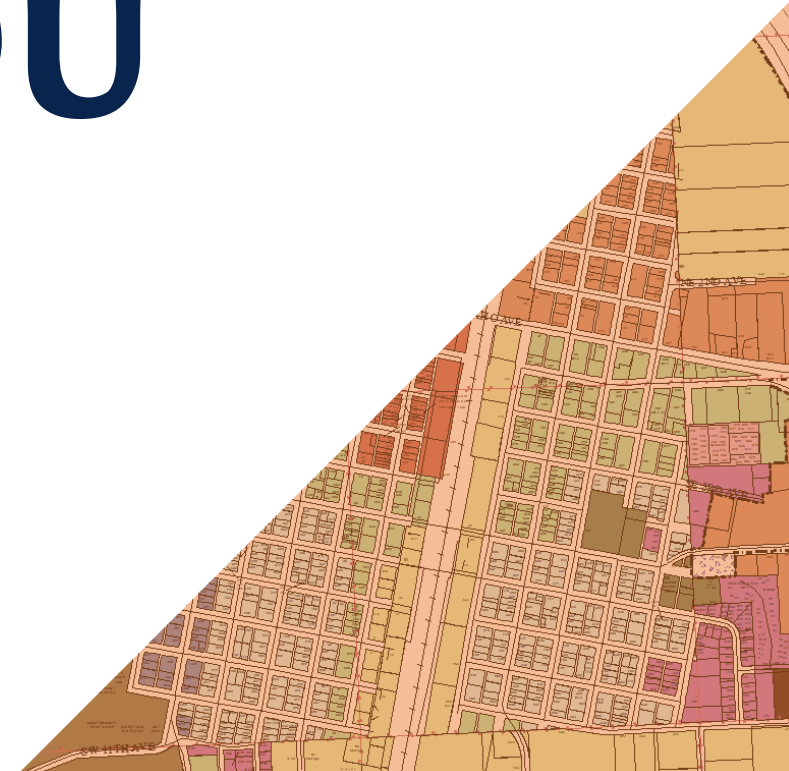
NASCOSTO Affordable Multifamily Construction Continues



AFFORDABLE HOUSING

- 70 Units on NE 3rd Ave
- 56 Units on Fortner Street

THANK YOU



MALHEUR COUNTY COURT MINUTES

February 9, 2022

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. in the County Court Office of the Malheur County Courthouse with Commissioner Don Hodge and Commissioner Ron Jacobs present. Staff present was Administrative Officer Lorinda DuBois, Juvenile Department Director Susan Gregory and Office Manager Emma Thorstad. Members of the media, public and staff could also join the meeting electronically. Notice of the meeting was posted on the County website, Courthouse bulletin board, and emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument # [2022-570](#)

WILDLIFE SERVICES

Scott Phillips, Wildlife Specialist with USDA APHIS Wildlife Services met with the Court and provided a general update.

- The County is approved for beaver management - other than in a couple of small areas (i.e. Sage Creek at McDermitt).
- Working on authorization to increase the raven management numbers. Requests for raven work has already been received from the Jordan Valley area; ravens spread disease amongst calving cows.
- Would the County Court consider requesting an exemption from the Governor in order to utilize M-44s again? The use of M-44s for predator control would greatly benefit ranchers. SB 580 passed by the legislature in 2019 banned the use of M-44s.
- A plane and pilot are available for aerial work; coyotes are prolific and plentiful.
- Jeffrey Flores is the new State Director. Shane Koyle is the District Supervisor.

COURT MINUTES

Judge Joyce moved to approve Special Meeting Minutes Pursuant to Initiative Measure No. 23-64 of January 10, 2022; and Court Minutes of January 12, 2022 as written. Commissioner Jacobs seconded and the motion passed. (Commissioner Hodge was not present for the meetings.)

Commissioner Hodge moved to approve Court Minutes of February 2, 2022 as written. Judge Joyce seconded and the motion passed. (Commissioner Jacobs was not present for the meeting.)

SELECTION COMMITTEE – IS DIRECTOR

Consensus of the Court was that the Court members interview applicants for the IS Director and that Planner Eric Evans serve on the committee and Randy Seals from ESD if he is willing. Commissioner Hodge will reach out to Mr. Seals.

CHECK REGISTER

Commissioner Jacobs moved to approve January 2022 Accounts Payable Register. Commissioner Hodge seconded and the motion passed unanimously.

QUITCLAIM DEED – JOHNSON

Commissioner Hodge moved to execute Quitclaim Deed to Steven Lavell Johnson and Rusty Sue Johnson for Ref. #'s 13780/903173 and 18454. Commissioner Jacobs seconded and the motion passed unanimously. This is a buyback of the property as it is in tax foreclosure. See instrument # [2022-571](#)

AMENDMENT – IGA #169522

Commissioner Jacobs moved to approve Fourth Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services, IGA #169522. Commissioner Hodge seconded and the motion passed unanimously. Funding is added to Program Element PE40-02 WIC NSA: October-June. A copy will be returned for recording. Original IGA is recorded as instrument # 2021-3609.

IGA – EXPUNCTION OF JUVENILE RECORDS

Juvenile Department Director Susan Gregory presented an intergovernmental agreement with Oregon Youth Authority (OYA) for expunction of juvenile records. SB 575 (2021) requires juvenile departments to automatically expunge a youth's records when they reach the age of 18 if they have never been adjudicated in juvenile court. Under the terms of the IGA, OYA will reimburse the County \$206.15 per Qualified Expunction, up to \$58,134.30. Ms. Gregory requested that Juvenile Department office staff be authorized overtime to perform the expunction duties within the funding allocated in the IGA. The Juvenile Department will invoice OYA monthly.

Office Manager Emma Thorstad shared the Oregon Juvenile Department Directors' Association Senate Bill 575 Fiscal Impact on County Juvenile Departments document. The data collected indicated that on average Malheur County will have 146 youth per year that will qualify for automatic expunction. The analysis of the workgroup found that the average time involved in the expunction process is 5-6 hours per expunction. Data was also collected on the fully-loaded hourly cost for the staff who perform the expunction functions.

After discussion, consensus of the Court was to authorize the overtime request for the expunction work that is performed outside of normal work hours; the overtime expunction work will only be done outside of normal work hours when the duties cannot be completed in the normal workweek hours and Ms. Gregory will report back to the Court in May. (Overtime hours do not begin until after the employee works 40 hours in a week.)

Commissioner Hodge moved to approve Intergovernmental Agreement No. 14830 Expunction of Juvenile Records with Oregon Youth Authority. Commissioner Jacobs seconded and the motion passed unanimously. The agreement terminates January 1,

2024. A copy will be returned for recording.

DEQ GRANT OPPORTUNITY

Environmental Health Director Craig Geddes and Kathy Markee from Community in Action met with the Court. Department of Environmental Quality (DEQ) issued a Request for Information (RFI) for an onsite septic financial aid program. Public agencies and community organizations are encouraged to partner to develop, operate, and administer a loan, grant, or other financial aid program for the repair, replacement, and evaluation of old or failing onsite septic systems for low/moderate income homeowners. It is anticipated that Requests for Proposals (grant application) will be issued in Spring 2022; and projects funded in the third quarter of 2022.

Community in Action would administer the grant. Community in Action would model the structure of the program after that of CDBG programs it currently administers. There is a need in the community; many homeowners have septic systems in need of repairs.

Consensus of the Court was to partner with Community in Action and pursue the grant opportunity.

PIONEER HEALTH DISTRICT

Pioneer Health District Board Chairman Dennis Buttice and Board member John Nalivka met with the Court and requested funds from the County in order for the District to regain financial stability. Mr. Buttice and Mr. Nalivka explained: The resident census in the Skilled Nursing facility has been restricted and currently only has 12 patients and 20-24 patients are needed to be financially sustainable. Approximately 85 people are employed at the facility (including both part-time and full-time). Staff was not laid off due to restrictions in the hopes that the census numbers would be increased and the difficulty of hiring staff. The "emergency fund" has been depleted and funds have also been taken from the "Duncan fund" which is earmarked for capital improvements. Payroll runs about \$114,000 - \$128,000 every two weeks. Approximately \$5,000 is in the LGIP fund. Nursing staff is currently fully staffed but there remains a need for CNAs. A small amount of funds through FEMA for supplies has been received. \$4,500 a month is received from the newly approved tax base.

Commissioner Jacobs explained that the County COVID funds (ARPA funds) have specific criteria that must be met. The County can only use the funds per the Federal Treasury rules and is subject to mandatory reporting, use and compliance for any funds expended.

Mr. Buttice and Mr. Nalivka will follow-up with District staff to further evaluate the requirements of the ARPA funding and meet again with the Court. See instrument # *** for the written request from the Pioneer Health District Board.

COURT ADJOURNMENT

The meeting was adjourned.

MALHEUR COUNTY COURT MINUTES

February 23, 2022

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. in the County Court Office of the Malheur County Courthouse with Commissioner Don Hodge and Commissioner Ron Jacobs present. Staff present was Administrative Officer Lorinda DuBois. Members of the media, public, and staff were present electronically. Notice of the meeting was posted on the County website, Courthouse bulletin board, and emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument # [2022-0751](#)

OWYHEE WATERSHED COUNCIL – 2020-2021 ANNUAL REPORT

Nicole Sullivan and Eric Morrison met with the Court and provided an annual update on the Owyhee Watershed Council (OWC). Ms. Sullivan explained that over the past two years Owyhee Watershed Council has addressed three main watershed issues: water quality improvement, riparian habitat restoration, and sage steppe rangeland habitat restoration. OWC in partnership with private landowners and other stakeholders implemented 15 large and small grant water quality improvement projects to improve water quality in the Owyhee basin tributaries and the Owyhee and Snake Rivers. In cooperation with the Jordan Valley CWMA (Cooperative Weed Management Area), three invasive annual grass and noxious weed projects were implemented to improve upland sage steppe habitat for Sage Grouse. Three ODA (Oregon Department of Agriculture) weed grants were also implemented to improve both upland and riparian habitats in the Upper Owyhee watershed CWMA areas as well.

The Council's operating capacity grant is a biennial grant through OWEB which basically funds the day to day operations of the Council. The 19-21 Council Capacity Grant was just closed out and the 21-22 Capacity Grant has started. Last year due to the pandemic and uncertainty in lottery revenue, the Council was successful in securing a PPP loan to help with staff wages for about three months. Projects are facing challenges with the supply chain issues and increases to materials costs. Pipe prices have tripled over the past year which is troublesome for grant projects funded prior to the price increases and landowner cost share for projects have increased. Landowners are also hesitant to commit to new projects once materials quotes are obtained due to high prices. It is anticipated that this will continue for a while and the Council will likely see a decrease in the amount of irrigation/water quality projects over the next couple of years.

The Council manages the Owyhee Team 23 small grants program which runs biennially. Each biennium the Owyhee Team is granted \$100,000 to manage and put projects on the ground for two years. In July 2021 the 19-21 small grants biennium was closed out with eight funded small grant projects that focused on water quality improvement. In August the Council kicked off the 21-22 Small Grant Biennium and has had two application periods, two review team meetings, and has funded three new small grants so far.

COVID required the cancellation of the 5th grade Field Day the past two years. A smaller version of Field Day is being planned for April 27th and 28th, 2022.

Ms. Sullivan is currently working on a Regional Conservation Partnership Program (RCPP) application through NRCS. The RCPP promotes coordination of NRCS conservation activities with partners that offer value-added contributions to expand the collective ability to address on-farm, watershed, and regional natural resource concerns. Through the RCPP, NRCS seeks to co-invest with partners to implement projects that demonstrate innovative solutions to conservation challenges and provide measurable improvements and outcomes tied to the resource concerns they seek to address. In addition to the RCPP, the Council is working on developing a robust monitoring plan utilizing spatial data to acquire baseline vegetation data, prioritize project implementation/outreach, inventory vegetation presence/absence, and tracking of the progress over the course of the RCPP.

In 2017, the Council was awarded a Technical Assistance grant through OWEB to create an inhouse projects database; the database will include all the projects the Council has done since it's formation in 2001. The small grants have all been entered into the database. A few large grants are left to enter and they are close to wrapping up the CWMA OWEB/ODA grants.

Judge Joyce asked Mr. Morrison about Medusahead treatment. Commissioner Jacobs visited with Mr. Morrison about grasshopper infestations in the Jordan Valley area.

Mr. Morrison explained that the Jordan Valley CWMA assisted in treating 1299.5 acres in conjunction with private landowners and Oregon State Lands. In years past, the number of acres treated has been much higher, however the shortened timeframe of the Weed Board grant delayed some treatments along with the amount of herbicide that was available for landowners early in the season due to COVID-19.

The Jordan Valley Whitetop Give-A-Way distributed 200 plus gallons of mixed chemical for whitetop to 16 individuals. Whitetop has decreased by over 90% since the event started in Jordan Valley.

See instrument # [2022-0752](#) for the written report.

LANDFILL – PROPOSED RATE INCREASE

Environmental Health Director Craig Geddes met with the Court regarding rates at the Lytle Blvd. Landfill. Mr. Geddes explained that Fox Sanitation, a commercial hauler from Idaho is under new ownership and no longer uses the landfill – this is about a \$50,000 revenue loss. Additionally, DEQ regulations now require the Landfill to have an air quality permit which is an annual cost of approximately \$8500. The initial application fee is approximately \$10,000. In the past, the Landfill has been self-supporting. In 2020/2021 the Landfill revenue was about \$30,000 short. Mr. Geddes proposed raising the rates 15% and increasing the Minimum Charge to \$10.00 (currently \$4.00). (Baker City landfill's minimum charge is \$15.00; Clay Peak is about \$12.00.) The Minimum Charge is up to 720 pounds.

Consensus of the Court was to schedule a public hearing on the proposed rate increase.

ROAD ACCEPTANCE – GEO INVESTMENTS

Surveyor/Engineer Tom Edwards presented a partition plat with road dedications for the Court's consideration. Commissioner Jacobs moved to accept road dedication of a portion of Thousand Springs Road and all of Thousand Springs Loop on Geo Investments, LLC Partition Plat #22-2. Commissioner Hodge seconded and the motion passed unanimously. See instrument # [2022-0747](#)

SUPPLEMENTAL BUDGET

Commissioner Hodge moved to approve Resolution R22-05: In the Matter of Fiscal Year 2021-2022 Supplemental Budget by Resolution Under Local Budget Law ORS 294.471. Commissioner Jacobs seconded and the motion passed unanimously. The purpose of the supplemental budget is to allocate Emergency State Support funds in the District Attorney budget that were not anticipated when the adopted budget was prepared – the funds will be used to purchase desks and carpet for the Child Support program; to allocate additional funds from the Oregon Youth Authority in the Juvenile Department budget that were not anticipated when the adopted budget was prepared – the funds will be used to cover the staff time to execute expunctions; and to allocate additional OHA State funds in the Health Department budget that were not anticipated when the adopted budget was prepared – the funds will be used for the program elements as outlined by the State. See instrument # [2022-0756](#)

Ms. DuBois left the meeting.

CROSSING PERMITS

Commissioner Jacobs moved to approve Crossing Permit #03-22 to Romans Irrigation for work on Oak Road #1066; Permit #04-22 to Fatbeam to place fiber optic route feed from Ontario School District to Adrian School District along various Ontario and Nyssa Road District Roads; Permit #05-22 to Cascade Natural Gas to relocate a gas line on Airport Road #1100; Permit #06-22 to Kitamura Farms to pipe across Clark Blvd #857; Permit #07-22 to Craig Yano-Alta Farms LLC to bury irrigation pipe under Pioneer Road #1001; and Permit # 08-22 to Romans Irrigation for water lines crossing Bit Road #657. Commissioner Hodge seconded and the motion passed unanimously. Original permits will be kept on file at the Road Department.

AMENDMENT – IGA #173143

Commissioner Jacobs moved to approve First Amendment to Oregon Health Authority 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services Agreement #173143. Commissioner Hodge seconded and the motion passed unanimously. The Service Description for MHS 30 PSRB is amended in its entirety. A copy will be returned for recording.

COURT MINUTES

Commissioner Jacobs moved to approve Court Minutes of February 9, 2022 as written. Commissioner Hodge seconded and the motion passed unanimously.

COUNTY LAND SALE

Treasurer/Tax Collector Jennifer Forsyth met with the Court and presented the list of properties for the 2022 County Land Sale. Commissioner Hodge moved to approve Order No. GO-03-22: Order for the Sale of County Properties. Commissioner Jacobs seconded and the motion passed unanimously. The County Land Sale will be held April 26, 2022. See instrument # [2022-0753](#)

ECONOMIC DEVELOPMENT/RELOAD CENTER/ENTERPRISE ZONE

Greg Smith and Ryan Baily met with the Court. Mr. Smith provided an update on the Treasure Valley Reload Center project. The project is moving forward. The Nutrien building has been demolished; the building pad has been leveled; and the base for the rail lines and roads are being worked on. During the demolition of the building a strange odor was observed; demolition was stopped and contact was made with DEQ and Union Pacific, who is the owner of the property. The site is on record with DEQ; clearances were received and the demolition continued. Railworks has been awarded contract number two; they will be receiving their ballast from Idaho as they were able to secure an agreement to have it delivered via train. Railworks will begin towards the end of April or beginning of May and they estimate it will take about a month to complete. The building materials are on schedule and should arrive at the end of April. The bid for the building contractor was advertised yesterday and the contract should be awarded around the beginning of April. Work with the engineering team on utility development is next. A meeting with Farmers Mutual Telephone and the City of Nyssa to inquire about fiber layout to the industrial location serving the reload center and future tenants is scheduled. The engineers are researching the possibility that there may also be another fiber line that runs down the same corridor.

Mr. Smith and Mr. Baily recently met with a real estate marketing firm in the Boise area; looking into whether there is an opportunity to reach out to some of the large, national based real estate firms to get into their systems for promotion of the property. Mr. Smith is hearing that with the excessive growth in the Boise area there is more interest in Malheur County because the property is special in nature due to approximately a mile of Union Pacific frontage land and being shovel ready. Mr. Smith hopes to have a relationship with a large, national firm that is tied in with the local realtors.

The office is receiving inquiries regarding utilization of the enterprise zone and is currently working with a company out of Nyssa to finalize agreements. Businesses that receive an enterprise zone exemption are being directed that they need to continue to provide funding for emergency services – police, fire, ambulance, etc., and in addition to that, based upon their commitment and the time of the enterprise zone exemption, are to donate to an agricultural based non-profit group such as FFA, 4-H, County Fair, etc.

Mr. Bailey is currently working with two small businesses who are receiving assistance with their online presence. Assistance with

a loan is proceeding forward for a recreational facility in the County; it is anticipated the loan will be ready for closing in the next two weeks. A press release on the Owyhee Grocery store was released recently and they have exciting plans for growth. Also working with a small business in the McDermitt area.

Mr. Smith said that Malheur County is extraordinarily well served in the legislature by Senator Findley and Representative Owens. Ag overtime continues to be a major issue as it relates to the economy.

Mr. Bailey explained that a meeting with the effected taxing districts was held in regards to the Anchorman Properties enterprise zone application. One participant had questions that pertained more to the City of Nyssa. Commissioner Hodge moved to approve Resolution No. R22-04: A Resolution Approving the Enterprise Zone Application for a Five Year Tax Exemption on New Investments for Anchorman Properties LLC. Commissioner Jacobs seconded and the motion passed unanimously. See instrument # [2022-0754](#)

Mr. Smith also noted that the Natural Products Expo West trade show is taking place in California in March and inquired if the Court wanted the office to attend as it has in the past. Business Oregon will have a booth at the trade show.

MALHEUR COUNCIL ON AGING & COMMUNITY SERVICES (MCOA&CS)

MCOA&CS Executive Director Sandy Shelton and Senior Program Manager Tom Longoria met with the Court to request financial assistance for the Meals on Wheels program. There has been a substantial increase in seniors participating in the program and costs are steadily increasing each month for food and materials. Approximately 65% of the necessary funding for the program is provided through the State from the Federal Older American's Act funding. The Court was asked to consider contributing \$15,000 to the Meals on Wheels program for the current fiscal year; and also asked to consider contributing \$15,000 to the program as ongoing, annual support for the program. See instrument # [2022-0755](#) for the written request.

PIONEER HEALTH DISTRICT

Pioneer Health District Board Chairman Dennis Buttice and Board member John Nalivka met with the Court to follow-up on the Health District's request for funding from the County. The Court was provided information on the Health Districts revenue and expenses. Commissioner Jacobs explained that the ARPA funds have specific criteria that must be met per the Federal Treasury rules and that the Health District must show what funds it is eligible for under those rules. See instrument # *** for the written revenue/expenses information.

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.

MALHEUR COUNTY COURT MINUTES

March 2, 2022

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. in the County Court Office of the Malheur County Courthouse with Commissioner Don Hodge and Commissioner Ron Jacobs present. Members of the media, public, and staff had the opportunity to join the meeting electronically or in-person. Notice of the meeting was posted on the County website, Courthouse bulletin board, and emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument # [2022-1035](#)

BUILDING DEPARTMENT

Building Office Adele Schaffeld met with the Court and provided an overview of the Building Department's website. Permits/inspections can be found online – the link is at the top of the website. The Building Department completes plan reviews and inspections, and issues building, plumbing, mechanical and electrical permits for all of Malheur County, except the City of Ontario which is limited to plumbing and electrical inspections. Editable PDF permit applications are available on the website and the fee schedule is on the application. Links to the state building codes are available on the website. Ready Built Plans are also available on the website. Newsletters the department provides to area contractors can also be found on the website as well as monthly reports of permits issued.

COURT MINUTES

Commissioner Hodge moved to approve Court Minutes of February 23, 2022 as written. Commissioner Jacobs seconded and the motion passed unanimously.

EO EARLY LEARNING HUB

Commissioner Jacobs moved to appoint Christy Hill and Michelle Russell to the Eastern Oregon Early Learning Hub Board. Commissioner Hodge seconded and the motion passed unanimously. Michelle Russell replaces Wendy Hill and Christy Hill replaces Rod Belknap on the Board.

DEED – FARMERS

Commissioner Jacobs moved to approve Statutory Warranty Deed to James G. Farmer and Margaret M. Farmer, and Charles Warren Farmer for Lot 3 of the Arcadia Industrial Park Subdivision. Commissioner Hodge seconded and the motion passed unanimously.

PERSONAL SERVICE CONTRACT – VALLEY FAMILY HEALTH

Commissioner Hodge moved to approve Personal Service Contract between Valley Family Health Care, Inc and Malheur County for School Based Mental Health Services – MHS 13. Commissioner Jacobs seconded and the motion passed unanimously. See instrument # [2022-1036](#)

AMENDMENT – IGA #169522

Commissioner Hodge moved to approve Fifth Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services, Agreement #169522. Commissioner Jacobs seconded and the motion passed unanimously. Program Element #10 "Sexually Transmitted Disease" is superseded and replaced in its entirety by the Attachment A of the Amendment. A copy will be returned for recording.

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.

MALHEUR COUNTY COURT MINUTES

March 9, 2022

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. in the County Court Office of the Malheur County Courthouse with Commissioner Don Hodge and Commissioner Ron Jacobs present. Staff present was Administrative Officer Lorinda DuBois. Members of the media, public, and staff had the opportunity to join the meeting electronically or in-person. Notice of the meeting was posted on the County website, Courthouse bulletin board, and emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument # [2022-1138](#)

PUBLIC HEARING - CONSIDERATION OF PETITIONS TO WITHDRAW PROPERTY FROM BOUNDARIES OF LIBRARY DISTRICT AND RECREATION DISTRICT

Judge Joyce opened the public hearing on the petitions from 16 landowners to withdraw their property from the boundaries of the Ontario Recreation District and Ontario Library District. Both Districts approved the withdrawal. The properties are within the Nyssa School District and are a contiguous block of land. Notice of the hearing was published in the Argus Observer, posted in three public places, and posted on the County's webpage. Judge Joyce asked for public comments. Landowner Larry Wilson spoke in favor of the boundary change. No written comments were received. Judge Joyce closed the hearing. Commissioner Jacobs moved to approve the petitions by the landowners to withdraw from the Districts and set a final hearing. Commissioner Hodge seconded and the motion passed unanimously. The final hearing will be held March 30, 2022. See instrument # [2022-1139](#) for Order GO-04-22.

CROSSING PERMIT

Commissioner Hodge moved to approve Crossing Permit #09-22 to Idaho Power Company for work on Railroad Avenue #874. Commissioner Jacobs seconded and the motion passed unanimously. Original permit will be kept on file at the Road Department.

MINUTES

Commissioner Jacobs moved to approve Court Minutes of March 2, 2022 as written. Commissioner Hodge seconded and the motion passed unanimously.

CHECK REGISTER

Commissioner Jacobs moved to approve Accounts Payable Register for February 2022. Commissioner Hodge seconded and the motion passed unanimously.

PUBLIC HEARING - SUPPLEMENTAL BUDGET

Judge Joyce opened the public hearing for consideration of Resolution R22-06: In the Matter of Fiscal Year 2021/2022 Supplemental Budget by Resolution Under Local Budget Law ORS 294.471. The purpose of the supplemental budget is to allocate additional CFA (Criminal Fine Account) funds that were not anticipated when the adopted budget was prepared; the funds will be used for Materials & Services as stated in the CFA agreement. No public comments were received. Commissioner Jacobs moved to approve Resolution R22-06. Commissioner Hodge seconded and the motion passed unanimously. See instrument # [2022-1140](#)

Commissioner Hodge left the meeting.

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(a) - Employment of Public Officers, Employees and Agents with Judge Joyce presiding and Commissioner Jacobs present. Also present were: Planner Eric Evans, Malheur Education Service District (ESD) Director of Technology Randy Seals, and Joshua Kreger. No decisions were made during or following the session.

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COURT ADJOURNMENT

The meeting was adjourned.

Jacobs

February 2022

Monthly Report



Jacobs

Monthly Business Review

Public Works Department

Contents:

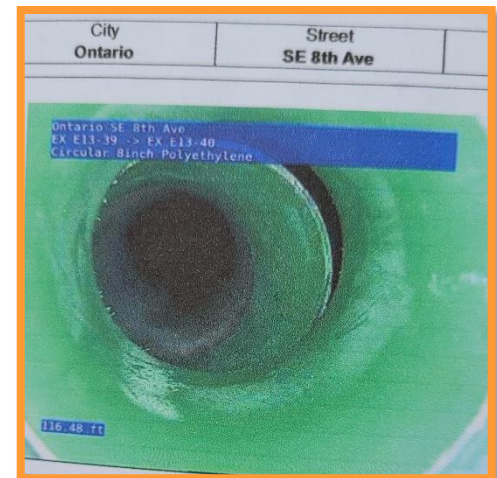
- **ENGINEERING DEVELOPMENT REVIEW SUMMARY** _____ **3**
- **WATER TREATMENT PLANT SUMMARY** _____ **4-6**
- **WASTEWATER TREATMENT PLANT SUMMARY** _____ **7-9**
- **OPERATIONS MAINTENANCE SUMMARY** _____ **10-13**
- **FACILITIES, PARKS & CEMETERIES** _____ **10**
- **APPENDIX** _____ **14-17**

DEVELOPMENT REVIEW

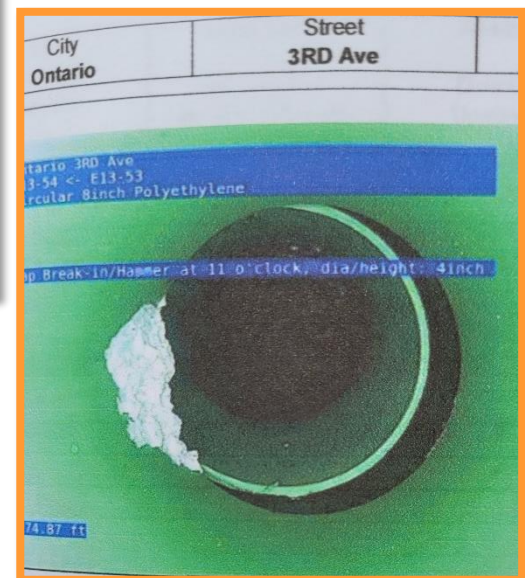
ACTIVITIES FEBRUARY 2022

- Issued 3 ROW Permits
- Issued 18 New Addresses to new residences.
- Issued 2 New Addresses to Commercial lot.
- Attended 2 PDAC meetings to discuss new businesses.
- Attended 1 PDAC meeting to discuss the addition of residential housing.
- Attended the Jacobs monthly safety meeting.
- Attended weekly CBDG sewer replacement project meetings
- Support in the design of the Safe Routes to School design.
- Support in the design of the T200 and Navarrete water and sewer extension.
- Support in the Safe Routes to School sidewalk design
- Multiple plan reviews for new construction
- Multiple construction inspections
- Continuous updating of the GIS mapping
- Published updated Zone Map
- Published Updated Utility Map
- March backflow letters were sent out

Sewer service from CBDG



Fire service trench, settled over winter



WATER: TREATMENT PLANT AND DISTRIBUTION SUMMARY

ACTIVITIES FEBRUARY 2022

- Water treatment staff run diagnostic checks (jar testing) weekly to ensure that the chemical dosing is correct for the river water quality
- Monthly Bacterial samples taken
- Installed New Old Plant mixer motor
- WesTech Clarifier #1 Annual maintenance.
- Fabricated new bracing for media retention screens.
- Installed new Hach TU 5300 online turbidimeter and Hach SC200 controller in WesTech.
- Crews adjusting the chemical delivery systems
- 16 water services turned on customer request
- 13 water services shut off customer request
- 15 water services on/off read only customer request
- 34 water services shut off for non-payment
- 32 water services turned on for payment received
- 13 water meters changed out for non-functioning
- 21 water services checked for high consumption issues
- 10 water services checked for leaks customer request
- 9 water services shut off for leaks customer request
- 8 water services turn on and verified leak has been repaired by the customer
- 1 frozen water meter was thawed out
- 6 water services checked to verify still off from non-payment list

WATER: TREATMENT PLANT AND DISTRIBUTION SUMMARY

ACTIVITIES FEBRUARY 2022

Plant mixer motor



Media retention screens



Hack TU 5300 Online turbidimeter

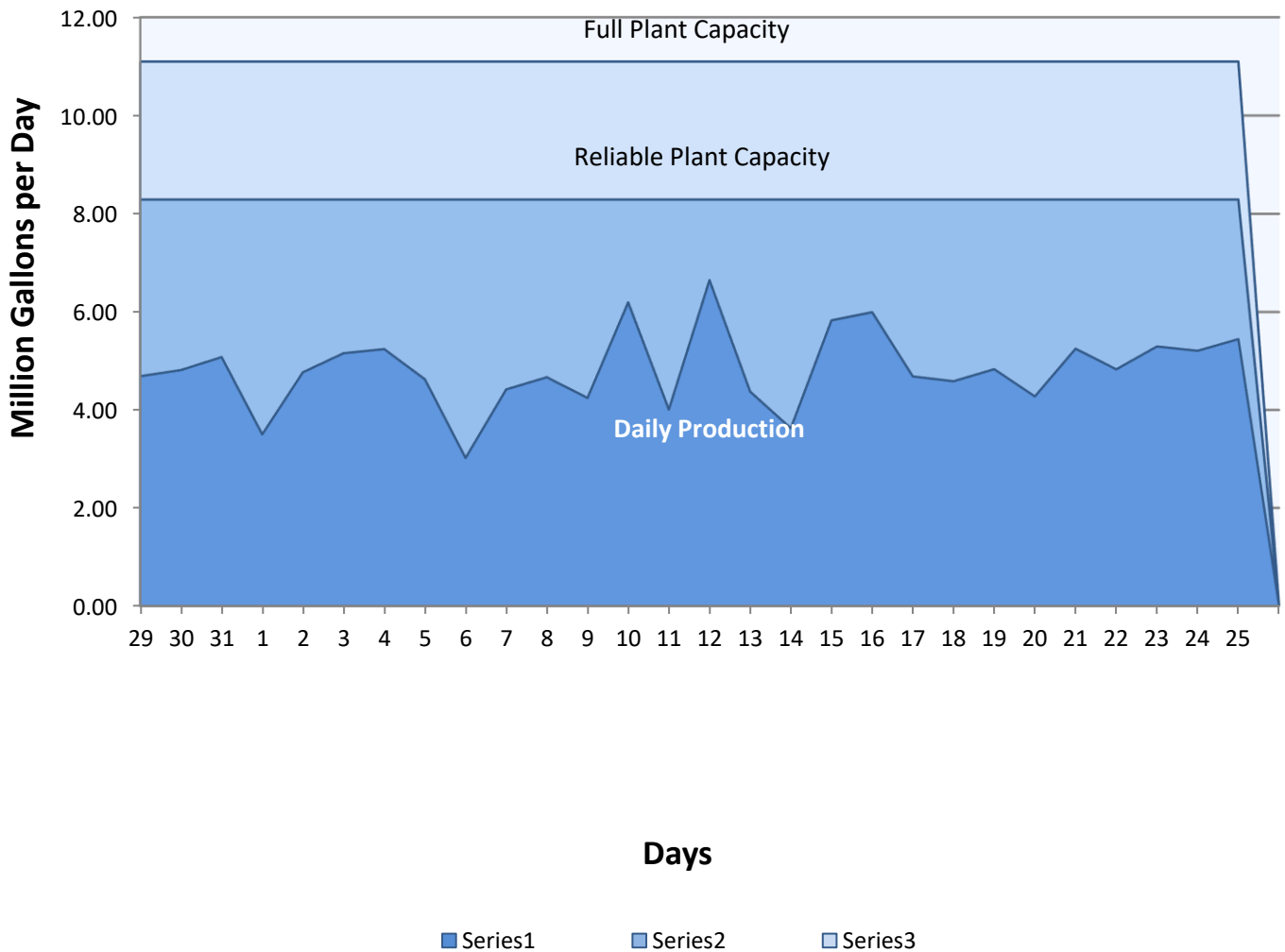


Hach SC200 Controller



WATER TREATMENT PLANT PRODUCTION VS. CAPACITY

Demand vs. Availability Jan 29- Feb 25, 2022



WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY

ACTIVITIES FEBRUARY 2022

- All sampling per the 2019 NPDES permit have been taken.
- January Tier 2 sampling required by the NPDES permit completed
- Continued required copper Biotic sampling required in the NPDES permit.
- All OSU and ASU covid 19 samples sent to lab
- Skyline Effluent valve rebuilt
- Crew helping out at WTP for short staffing
- Replace obsolete PLCs with new versions (CIP funding)

Skyline Farm Valve



Skyline rebuilt Valve



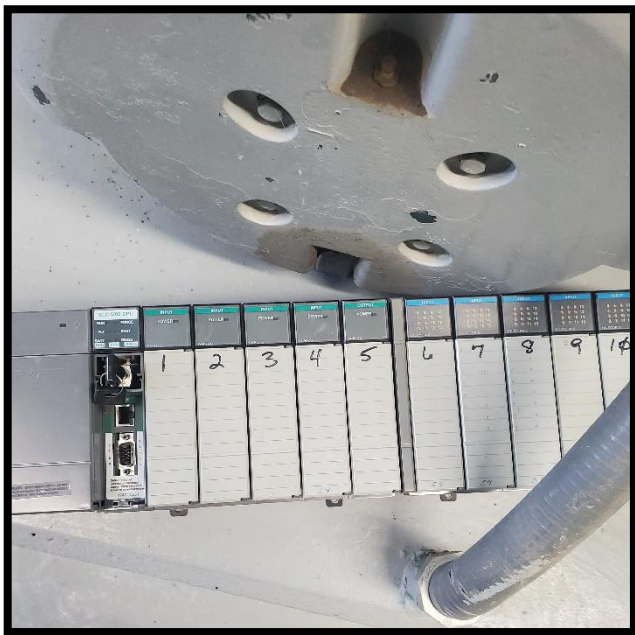
WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY

ACTIVITIES FEBRUARY 2022

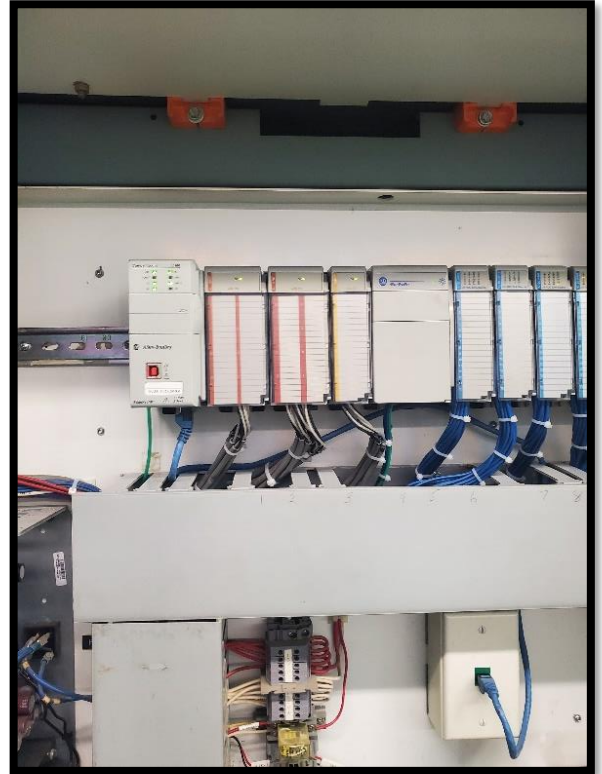
City Sampler Monthly Clean inspection



Old PLC's



New PLC's



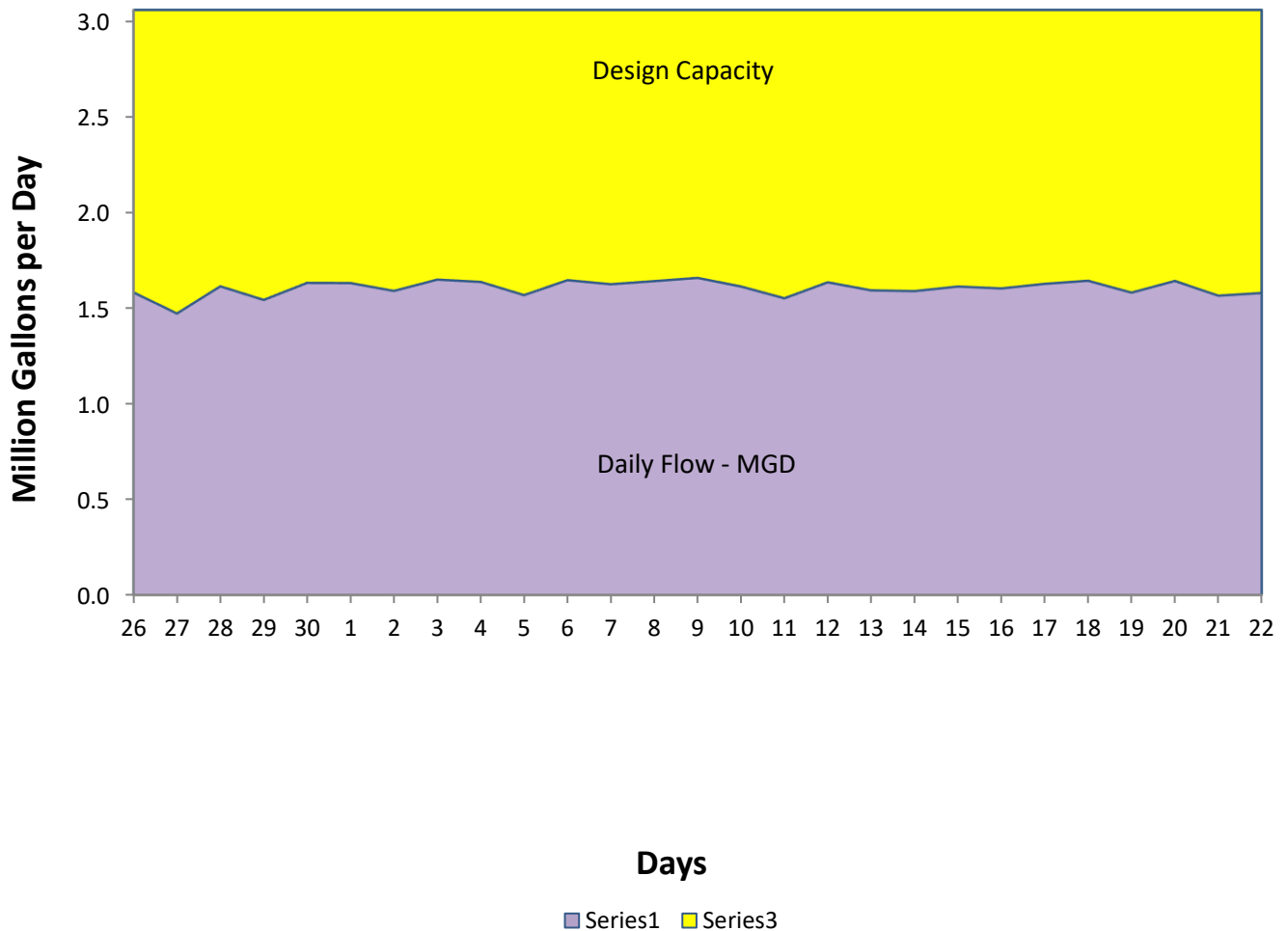
Lab



WASTEWATER TREATMENT PLANT

ACTIVITIES FEBRUARY 2022

Wastewater Treatment Flows Jan26 - Feb 22, 2022



OPERATIONS MAINTENANCE: BUILDINGS, PARKS, CEMETERIES AND STREETS SUMMARY

ACTIVITIES FEBRUARY 2022

- Swept the primary and secondary routes
- Swept downtown and the underpass 1 additional time
- Equipment maintenance, servicing trucks, backhoe, loader, and sweeper
- Replace 5 signs that were damaged by vehicle crashes
- Installed 1 new water service
- Repaired a leak on SE 5th Ave, 12" water main leaking on a T fitting had to be removed and replaced.
- Completed removing the Ash trees on the south side of E. Idaho Ave.
- Water maintenance throughout town, replacing broken meter boxes, leaks inside the meter box, 1 service saddle leak on the water main
- Cleaning sanitary sewer system ahead of the CCTV project
- Assisted IMCO with isolating sections of water main, and finding existing sewer services
- Monthly meter reading
- Removed trash from homeless camps being vacated
- Completed 49 utility locates

Facilities, Parks & Cemeteries

- 3 funerals at Evergreen cemetery, and 1 at Sunset Cemetery
- The youth work crew are assembling picnic tables
- Continuing to trim trees at each cemetery
- Assisted with snow blowing at City Hall, and East Idaho Ave.
- Repaired 6 exterior lights at City Hall
- Cleaned carpets in upstairs offices and council chambers at City Hall

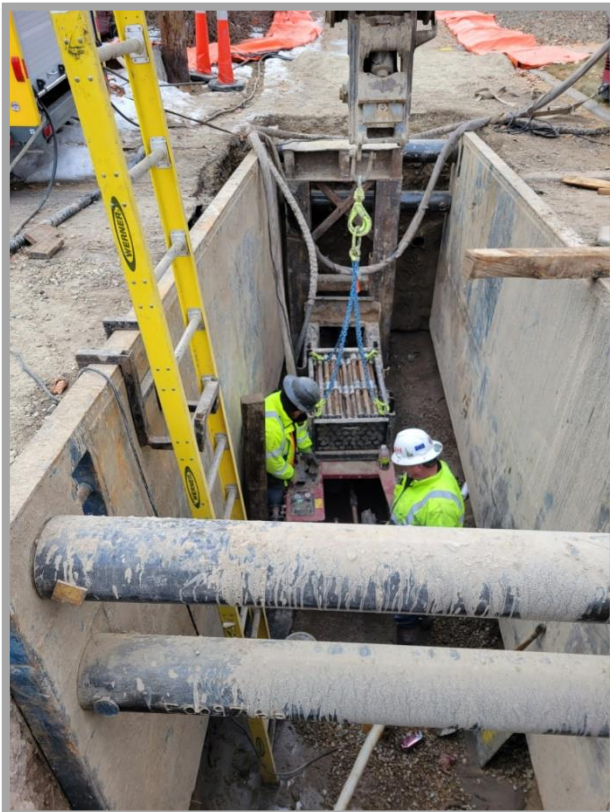
Removing plexiglass dividers



OPERATIONS MAINTENANCE: BUILDINGS, PARKS, CEMETERIES AND STREETS SUMMARY

ACTIVITIES FEBRUARY 2022

Work Crew assembling picnic tables

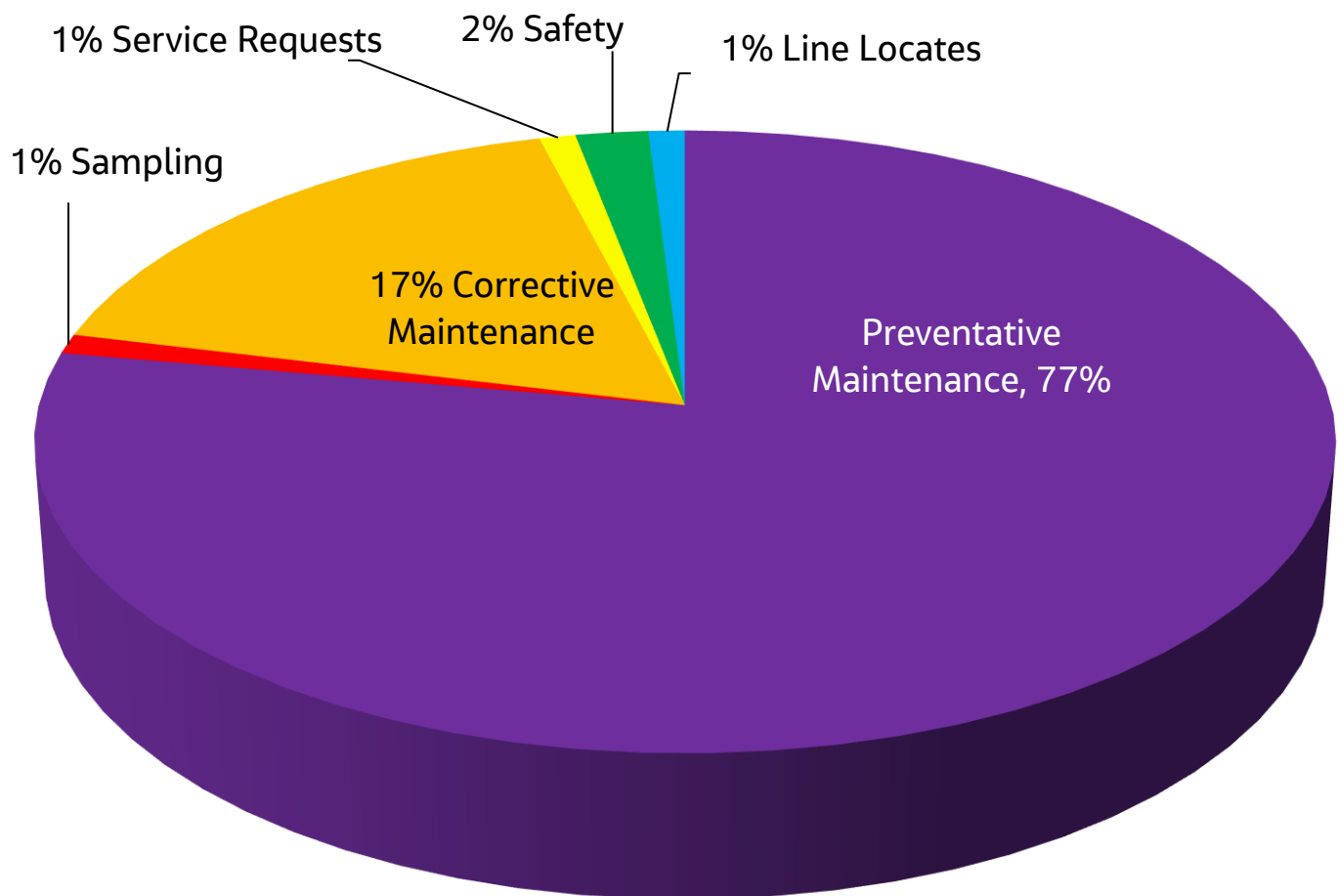


OPERATIONS MAINTENANCE: BUILDINGS, PARKS, CEMETERIES AND STREETS SUMMARY

ACTIVITIES FEBRUARY 2022



OPERATIONS MAINTENANCE: BUILDINGS, PARKS, CEMETERIES AND STREETS SUMMARY



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.

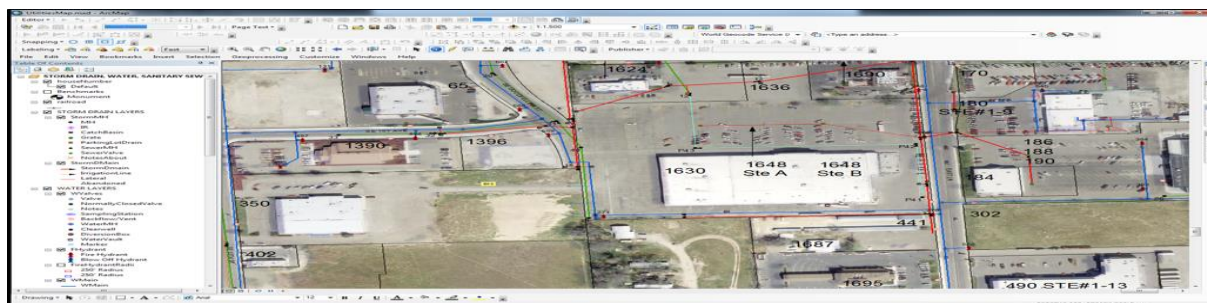
Public Works maintains a water system that complies with the EPA and Division of Health requirements. Staff also maintains the Wastewater Collection system and Wastewater Treatment facilities to meet DEQ standards. These same employees provide sewer and water line construction and maintenance to the 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 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.

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.

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.

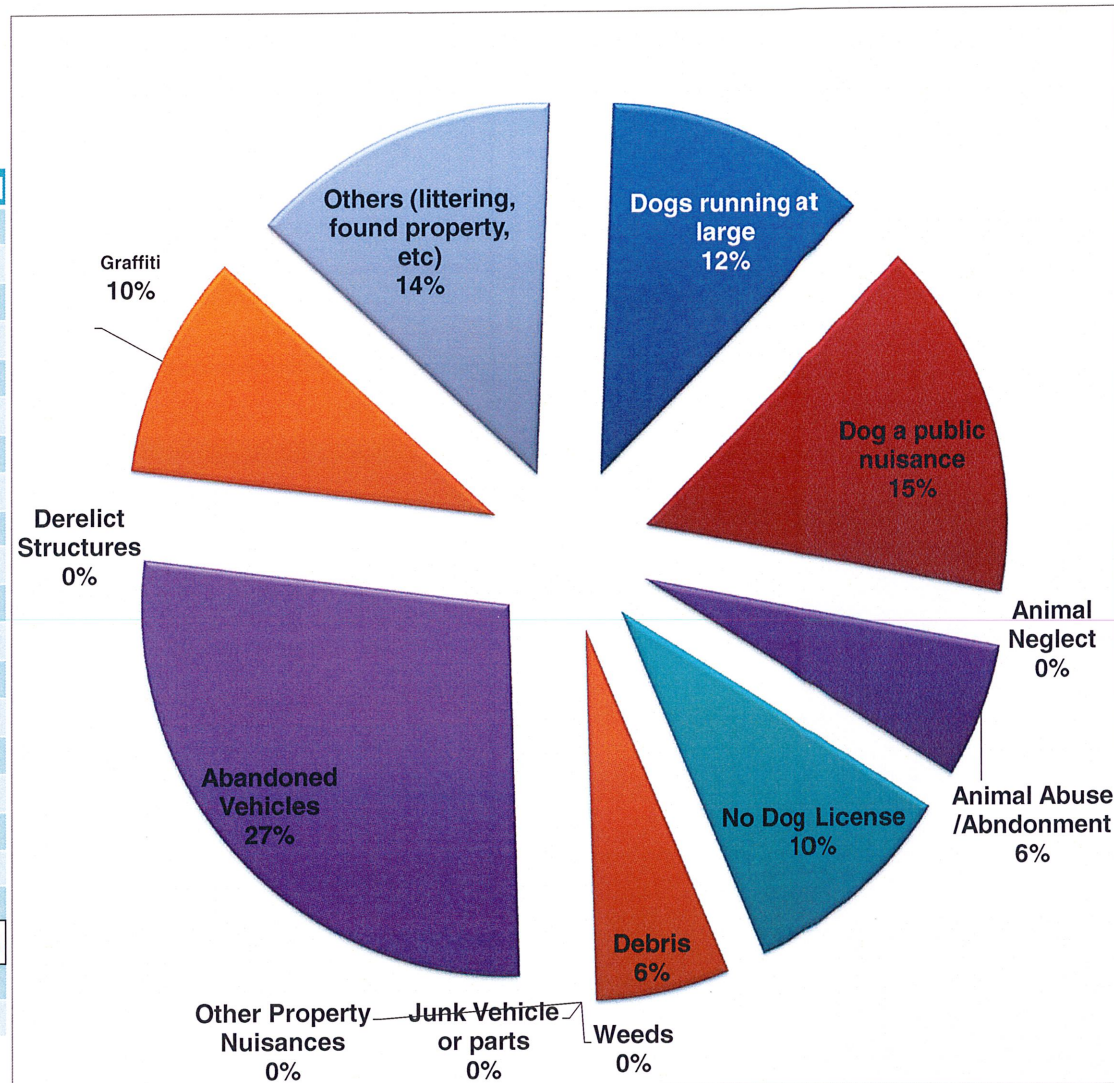
Wastewater treatment plant operators use a conventional treatment system of aerated lagoons and secondary chlorination treatment. Effluent from the treatment process is used to irrigate forage crops during the growing season. Nine lift stations transport sanitary sewer waste to the Wastewater Treatment 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.

CODE ENFORCEMENT FEBRUARY: 2022 Stats

Violation	Feb-22	Column1
Dogs running at large	6	
Dog a public nuisance	8	
Animal Neglect	0	
Animal Abuse /Abndonment	3	
No Dog License	5	
Debris	3	
Weeds	0	
Junk Vehicle or parts	0	
Other Property Nuisances	0	
Abandoned Vehicles	14	
Derelict Structures	0	
Graffiti	5	
Others (littering, found property, etc)	7	
Dogs taken to (Fetch This Kennel)	0	
Civil Penalties Issued	0	
C.P. Amount Sent	\$0	
Total Parking Citations	2	
Total Violations	53	
Total Cases	53	53



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 BUISNESS AND RESIDENCE WITH CLEANING UP THEIR PROPERTIES.





Police Stat Report

2022

Activity	2022 January	2022 February	YTD 2022	PRIOR YTD 2021
Calls for Service	1056	1070	2126	2489
Case Activity	619	630	1249	1415
Murder	0	0	0	0
Manslaughter	0	0	0	0
Robbery	1	1	2	2
Sex Crimes	5	7	12	7
Burglary	16	13	29	29
Assault	15	10	25	27
Arson	0	0	0	0
UUMV / Auto Theft	12	8	20	14
Arrests	82	55	137	176
Arrests w/Use of Force	1	4	5	1
Gang Related Cases	0	3	3	6
Graffiti	1	5	6	10
Death Investigations	2	4	6	1
SRO Cases	12	9	21	23
Thefts	66	62	128	100
Traffic Stops	132	173	305	242
Cited Traffic/Parking	86	100	186	208
Traffic Crashes	25	39	64	56
Alarms	27	31	58	40



February 2022 ACTIVITY REPORT



February 2022

Emergency Medical:

(Types of medical calls responded to: Falls with injury, fall lift assists, medical emergencies, medical alarms, assaults, etc.)

CITY	145
RURAL	12

2 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	16	3	0
RURAL	1	1	1

2 of these emergency calls required back-up crews to be called in to respond to 2nd call.

TOTAL CALLS FOR MONTH

CITY	161
RURAL	13

Firefighter Training:

2/1 – The staff practiced many different scenarios on patient packaging.

2/2 – This was a night of basic firefighter operations. It included self-contained breathing apparatus, hose operations and communication skills.

2/5 – Some of the staff attended an elevator emergency training in Weiser.

2/8 – The training for this week was a refresher on the drone and the observer requirements.

2/15 – The Chief did a review for some and introduction for others on the Incident Command system.



February 2022



Permits Issued:

City Open Burns 0

City Burn Barrels 0

Rural Open Burns 10

Rural Burn Barrels 2

Community Involvement:

2/10,17,24/22 – The department hosted some Covid-19 drive thru test clinics.

2/12/22 – Some of the staff attended the Line of Duty Death ceremony in St. Paul Oregon for Austin Smith who passed due to an explosion on February 3, 2022.





February 2022

Summary of Calls of Interest:

City Incidents:

1/26 - 520 NW 6th Ave. The R1 crew responded to an electrical fire in the meter box. The guts of the meter were all melted. The crew stood by until Idaho Power could disconnect the power source.

1/26 - SW 1st St. and SW 4th Ave. R1 responded to a false alarm, RP claimed to see fire, but nothing was found.

1/30 - 175 NE 6th Ave. Rescue responded to Heinz and was cancelled by security upon arrival.

398 NW 2nd Ave. The staff responded to a fully involved structure fire that resulted in one burn victim that was transported to the burn center in Idaho Falls.

2/3 - 600 W. Idaho R1 responded to a burning complaint that ended up being a small fire pit.

2/5 - 1032 SE 9th Ave. The staff responded for a single wide trailer house fire. Nobody was home at the time and the trailer had extensive damage to a couple of bedrooms.



2/6 - 653 W. Idaho Rescue 1 crew responded to Pilot for a burning electrical smell. The crew checked with monitors and thermal imagers and were not able to locate any type of fire.

2/10 - 995 Manor Way #18 R1 responded to a commercial alarm and on arrival found that the occupant had burned some food setting off the alarm.



February 2022



City Incidents continued:

2/10 - 1118 SW 1st Ave. Rescue 1 responded to a fully involved pick-up truck on fire. The fire appeared to have started in the bed area of the truck. The owner is a contractor and had a pile of stain rags in the bed area that appeared to have started from spontaneous combustion

2/11 - 387 SW 7th Ave. R1 responded for a smoke alarm activation, they were cancelled while enroute by the occupant.

2/16 - 738 NW 16th St. Rescue 1 crew responded for a smoke alarm activation. They found numerous smoke detectors not working or out of service due to being much older than the recommended 10 years. The occupants were advised to change the detectors as soon as possible.

2/16 - 676 SW 5th Ave. R1 responded to Four Rivers Cultural center for a commercial fire alarm. They were cancelled while enroute by the staff at the center.

2/19 - 248 SW 1st St. Multiple crews responded to a fully involved vacant house on fire. This is a house that transients keep squatting in. The fire was mostly fought from a defensive strategy due to the unsafe conditions.





February 2022

City Incidents continued:

2/21 - NW 4th Ave. and NW 6th St. R1 responded for a burning complaint, and they were cancelled while enroute by an OPD officer that determined it was just a burn barrel.

2/23 - 1249 Tapadera Rescue 1 responded to Clarion Inn for a commercial fire alarm. They were cancelled while enroute by the alarm company that stated the system was being worked on.

2/23 - 600 W. Idaho R1 responded to a burning complaint and on arrival they found a small fire in the alley. A citizen was putting out the fire.

Rural Incidents:

2/8 - 902 Locust Ave Nyssa, A crew of two responded with Tender 159 and supplied 3 tanks of water to the Nyssa staff at a haystack fire.

Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
Printed: 3/16/2022 9:34 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	878915	Jacobs Engineering Group, Inc.	02/01/2022	450,229.15
ACH	878915	Jacobs Engineering Group, Inc.	02/01/2022	104,829.28
Total for 2/1/2022:				555,058.43
128266	005000	A-1 Key and Lock Service	02/04/2022	7.50
128267	130624	B & W Car Wash	02/04/2022	9.00
128268	626400	Campo & Poole Distributing, LLC	02/04/2022	7,986.50
128269	879530	Nicholas Ducote	02/04/2022	2,565.00
128270	303800	Frank's Extinguisher Service	02/04/2022	1,012.90
128271	879299	Dwayne Allen Holloway	02/04/2022	935.00
128272	376000	Idaho Power	02/04/2022	2,432.87
128273	UB*11963	IGLESIA MISIONERA PENTECOSTES	02/04/2022	148.20
128274	879464	Merchant McIntyre Associates, LLC	02/04/2022	6,500.00
128275	UB*11964	ANGELA MILLARD	02/04/2022	62.66
128276	879269	Open Gov, Inc.	02/04/2022	9,000.00
128277	638602	Quality Electric, Inc.	02/04/2022	3,188.28
128278	642093	Red's Automotive Repair, Inc.	02/04/2022	196.23
128279	879469	SBRK Finance Holdings, Inc.	02/04/2022	1,282.00
128280	879626	Silverhawk Properties Oregon, LLC	02/04/2022	425.00
128281	878977	Snake River Valley Chief's Associaton	02/04/2022	200.00
128282	788402	TransUnion Risk & Alternative Data Soluti	02/04/2022	75.00
128283	879263	Casey Walker	02/04/2022	350.00
128284	879635	Western Building Maintenance	02/04/2022	7,924.16
128285	774001	Wtechlink	02/04/2022	300.00
Total for 2/4/2022:				44,600.30
128286	&525	American Staffing, Inc.	02/10/2022	584.28
128287	879636	Americans for the Arts	02/10/2022	1,800.00
128288	033300	Argus Observer	02/10/2022	115.60
128289	037600	AT&T	02/10/2022	22.44
128290	879637	Bryant Lovlien & Jarvis PC Attorneys at L	02/10/2022	13,350.00
128291	144000	Cascade Natural Gas Corporation	02/10/2022	1,567.47
128292	879451	CDR Labor Law, LLC	02/10/2022	713.00
128293	637830	Century Link	02/10/2022	473.22
128294	637828	Century Link Communications, LLC	02/10/2022	90.25
128295	879445	Connected Professional Accountants, LLC	02/10/2022	24,400.00
128296	216000	D & B Supply Company	02/10/2022	44.98
128297	879529	FlowMSP, Inc.	02/10/2022	1,100.00
128298	336784	G.W., Inc.	02/10/2022	968.00
128299	879247	Idaho Communications, LLC	02/10/2022	470.00
128300	440000	L.N. Curtis and Sons	02/10/2022	110.05
128301	879417	LightSpeed Networks, Inc.	02/10/2022	1,163.42
128302	456402	Malheur County Clerk	02/10/2022	321.00
128303	879638	Jaime Mendez	02/10/2022	45.00
128304	879301	Net Assets Corporation	02/10/2022	504.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
128305	718000	State of Oregon Employment Department	02/10/2022	1,987.74
128306	528405	Oster Professional Group, CPA's PC	02/10/2022	24,822.42
128307	879551	Painter Holdings & Business Ventures, Inc.	02/10/2022	7.00
128308	344001	Right Now, Inc.	02/10/2022	61.38
128309	130950	Sparklight Business	02/10/2022	13.23
128310	702008	Staples Business Credit	02/10/2022	17.49
128311	879639	University of Virginia	02/10/2022	4,650.00
128312	879151	Waste-Pro	02/10/2022	40.05
Total for 2/10/2022:				79,442.02
128313	&525	American Staffing, Inc.	02/25/2022	692.48
128314	033300	Argus Observer	02/25/2022	151.20
128315	262000	Eastside Florist	02/25/2022	150.00
128316	879640	James C. Ferraris	02/25/2022	2,555.50
128317	879257	Four Star Real Estate PC	02/25/2022	1,800.00
128318	376000	Idaho Power	02/25/2022	4,044.89
128319	879191	Kristy Lynn Janti	02/25/2022	104.00
128320	21847	Vernon L. Keffer	02/25/2022	500.00
128321	440000	L.N. Curtis and Sons	02/25/2022	239.81
128322	879417	LightSpeed Networks, Inc.	02/25/2022	1,163.42
128323	879163	McCurry Ontario Motors, LLC	02/25/2022	123.00
128324	461607	MicroTechnology Systems, Inc.	02/25/2022	8,850.00
128325	879545	Miller Nash Graham & Dunn, LLP	02/25/2022	228.00
128326	151001	City of Ontario	02/25/2022	265.15
128327	879534	Public Affairs Counsel	02/25/2022	5,000.00
128328	642093	Red's Automotive Repair, Inc.	02/25/2022	663.14
128329	716553	Saint Luke's	02/25/2022	184.00
128330	879138	Stantec Consulting Services, Inc.	02/25/2022	3,302.50
128331	879146	Toshiba Financial Services	02/25/2022	1,721.89
128332	UB*11965	AUSTIN HALLEY	02/25/2022	588.06
128333	879642	Kate Humphrey	02/25/2022	10.00
128334	21642	Malheur County Poverty to Prosperity	02/25/2022	5,000.00
128335	UB*11966	MICHAEL NELSON	02/25/2022	85.28
128336	879404	Ontario Recreation District	02/25/2022	185.00
128337	879587	IMCO General Contruction, Inc.	02/25/2022	1,052,372.00
Total for 2/25/2022:				1,089,979.32
128338	879563	Andrew P Bentz	02/28/2022	1,500.00
128339	879562	Kevin Draper	02/28/2022	1,500.00
128340	879557	Troy Hansen	02/28/2022	1,500.00
128341	879559	Lisa Maeda	02/28/2022	1,500.00
128342	879556	Dustin Andrew Martinsen	02/28/2022	1,500.00
128343	879644	Michael James McLean	02/28/2022	4,804.00
128344	&260	Four Rivers Cultural Center	02/28/2022	33,319.03
128345	539200	Ontario Area Chamber of Commerce	02/28/2022	25,182.76
128346	879211	Imaging Center of Idaho, LLC	02/28/2022	1,155.00
Total for 2/28/2022:				71,960.79
Report Total (83 checks):				1,841,040.86