

**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, MAY 24, 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 May 20, 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) Liquor License Application: Guerreros Market

6) OLD BUSINESS

A) Airport Mowing Contract - Schneider Tree Service & Construction, LLC

7) NEW BUSINESS

- A) Delinquent Utility Billing Accounts to Collections
- B) Housing Incentive Program: BK Construction (48-2022)
- C) Housing Incentive Program: Rywest Homes (49-2022)
- D) Housing Incentive Program: Rywest Homes (50-2022)
- E) Resolution #2022-119: BLM Amendment #3 re Improvements
- F) Resolution #2022-120 and Resolution #2022-121: Establish Mayberry Subdivision Housing Incentive Program Procedures; Establish Application Review Committee; Transfer Funds for Program

8) PUBLIC HEARING

A) Ordinance #2807-2022: Planning Action 2022-03-16AZ - A Request by HEVN, LLC, for an Annexation and Rezone of Property from UGA Light Industrial (I-1) to City Light Industrial (I-1)

9) DEPARTMENT HEAD UPDATES

- A) Finance: Monthly Report
- B) Human Resources: Semi-Annual Report

10) DISCUSSION ITEMS

- A) Evidence Room Update
- B) Merchant McIntyre Update

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; (d) Labor Negotiations; (e) Real Property Transactions; (f) Exempt Public Records; (g) Trade Negotiations; (h) Litigation /Consult with Legal Counsel; (i) Performance Evaluation of Public Officers and Employees; (j) Trade Negotiations; and/or (l) Labor Negotiations.

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

11) HAND-OUTS

- A) April 2022 Check Register
- B) Minutes: County Court 05-04-2022

12) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

13) EXECUTIVE SESSION

- A) ORS 192.660(2)(h): Pending or Potential Litigation (Scott, Inc.)

14) POSSIBLE ACTION AFTER EXECUTIVE SESSION

15) ADJOURN



**AGENDA REPORT
CONSENT AGENDA
May 24, 2022**

To: Mayor and City Council

FROM: Michael Iwai, Police Chief

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: LIQUOR LICENSE APPLICATION: GUERREROS MARKET

DATE: May 18, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE NEW OFF-PREMISES LIQUOR LICENSE APPLICATION FOR GAUDENCIO HIERRO ZAVALA.

SUMMARY:

Gaudencio Hierro Zavala, under the trade name Guerreros Market and located at 106 Southeast 2nd Street, Ontario, Oregon, completed the “New Outlet Off-Premises” Sales Liquor License through the Oregon Liquor Control Commission.

All necessary paperwork has been approved by the Oregon Liquor Control Commission office and is awaiting approval through the Ontario City Council.

BACKGROUND:

Guerreros Market, located at 106 Southeast 2nd Street, Ontario, Oregon and under the ownership of Gaudencio Hierro Zavala, has applied for an Off-Premises Sales Liquor License.

The criminal record process was completed on Mr. Hierro Zavala. The records returned meet state requirements. The application forms have been filled out appropriately and the required fees have been paid. All permit and license requirements have been met through the Oregon Liquor Control Commission, as well as through the City of Ontario Planning Department.

CURRENT SITUATION:

Mr. Gaudencio Hierro Zavala is requesting to add the sale of alcohol to his establishment. To obtain this privilege, the Oregon Liquor Control Commission requires Mr. Hierro Zavala to complete the “New Outlet – Off-Premises Sales” application. Once this step is completed, the location will have the necessary license, which will require renewal on a yearly basis.

ANALYSIS:

- A. **STRATEGIC PLAN** This meets the Council's adopted Strategic Plan for Lifestyle and Growth. Under Lifestyle, with the approval of this license, Guerreros Market will offer the sale of beer and wine. This market also has the potential to bring more visitors to the city, creating additional revenue which supports the Strategic Plan goal of Growth.
- B. **FINANCIAL** There is no financial impact of this action.
- C. **TIMING** Approval is required prior to allowing the sale of alcohol at this location.
- D. **POLICY/LEGAL** All legal steps have been followed to completion with no negative feedback.

ALTERNATIVES:

Not approve the license application.

This has no true effect on the process, as the Oregon Liquor Control Commission may take the city's objections to the action into consideration, but are not obligated to do so. They are the ultimate authority on the issuance of the license.

RECOMMENDATION:

Staff recommends that the City Council approve the Off-Premises Liquor License to Gaudencio Hierro Zavala for Guerreros Market.

ATTACHMENTS:

None



**AGENDA REPORT
OLD BUSINESS
May 24, 2022**

To: Mayor and City Council

FROM: Justin Zysk, Airport Manager

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: **AIRPORT MOWING CONTRACT - SCHNEIDER TREE SERVICE & CONSTRUCTION, LLC**

DATE: May 16, 2022

PROPOSED MOTION:

I MOVE THAT THE CITY COUNCIL APPROVE THE AIRPORT PROPERTY MOWING PROFESSIONAL SERVICE CONTRACT WITH SCHNEIDER TREE SERVICE & CONSTRUCTION, LLC WITH THE EFFECTIVE DATES OF MAY 24, 2022 TO JUNE 30, 2023.

SUMMARY:

The Ontario Municipal Airport has approximately 105 acres that needs to be mowed regularly to ensure the safety of aircraft operations. The previous service provider is no longer an option, and based on numerous conversations with Jacob's staff, Ontario's Public Works Department is not the best solution based on current circumstances. A competitive request for quotes (RFQ) process was conducted and the lowest responsible bidder was Schneider Tree Service & Construction, LLC, hereinafter referred to as STSC, LLC.

BACKGROUND:

Prior to April 2022, mowing services were taken care of by a local service provider for the amount of \$30,000 per year. This service provider made the decision to no longer provide services to the city, and the airport, more specifically. The city's Public Works department was consulted to see if they could assume the services; however, based on these meetings, it was concluded that Jacobs did not have the appropriate equipment to conduct the standard required. Additionally, the lowest bidder will not approve a fractional service contract. Given the current circumstances, and the need for the airport to find a long-term solution, the best option available to the city is to enter into a service contract with the lowest responsible bidder for all mowing.

CURRENT SITUATION:

Currently, there is no long-term plan in place to provide the required mowing and spraying services. This recommendation will put the city on track for a long-term solution and provide enough time to better our current situation and have more options available.

According to the bid estimate received from STSC, LLC, their mowing/rodent control cost for the 14.55 acre area is \$1,230 per mowing, on a weekly basis. This 14.55 acre area consists of a 3000' by 150' grass runway area and a lighted grass strip area between the general aviation and corporate aircraft parking areas. The current fiscal year budget has enough money left over to cover the cost of this service through June 30, 2022. The upcoming fiscal year budget covering July 1, 2022 through June 30, 2023 does not have enough funds budgeted to cover this service. There are approximately 28 mowing-season weeks in the upcoming fiscal year. The total cost of weekly mowing/rodent control in the upcoming fiscal year is \$34,440.

According to the bid estimate received from STSC, LLC, their mowing cost for the 90.47 acre area is \$3,600 per mowing 2 times a year. This 90.47 acre area consists of all other grassland not designated as "golf course" property or under the weekly mowing designation. The current fiscal year budget has enough money left over to cover the cost of this service through June 30, 2022. The upcoming fiscal year budget covering July 1, 2022 through June 30, 2023 does not have enough funds budgeted to cover this service. The total max cost of this in the upcoming fiscal year is \$7,200.

According to the bid estimate received from STSC, LLC, the low bidder is requiring broadleaf spraying of the entire airport property to be included in this service contract. This type of spraying would be completed 2 times a year. The total cost for this service is \$10,350. This item will require a resolution of the current budget, so we will request the service provider refrain from spraying before the Council meeting where the resolution for the upcoming fiscal year is passed.

Sterilant spraying, which is done once a year in February or March, is required to be done on approximately 30 total acres of airport property. This spraying is reserved for the areas around structures, 20 feet off the edge of all runways and taxiways, and along any fence lines. This type of spraying is not an alternative to broadleaf spraying and does not have any impact on the above service description. The contractor that provides this sterilant service is Blue Ground at a rate of \$380 dollars per acre. This service has already been completed for the current fiscal year, but will need to be completed in the next fiscal year. The total cost of this service in the upcoming fiscal year is \$11,400.

ANALYSIS:

- A. **STRATEGIC PLAN** This item falls under the Desirability and Beautification pillars of the Strategic Plan.
- B. **FINANCIAL** For approximately half the 2021-2022 fiscal year, there was no airport manager drawing a salary. This budget savings will fund the additional \$11,000 contract services for the period from May 24, 2022 to June 30, 2022.

Due to the information known at the time of setting up the upcoming budget, it was planned that the previous service provider would cover these services, along with other services, on the reoccurring agreement of \$30,000 per year. Because of this, the upcoming 2022-2023 budget only has \$30,000 allocated to cover landscaping services

from July 1, 2022 to June 30, 2023. The total cost for mowing, rodent control, broadleaf spraying, and sterilant spraying during this same time period is \$63,390. This puts the upcoming budget at a deficit of \$33,390 to cover mowing and spraying for the upcoming budget. In July of 2022, there will be a resolution brought to the City Council in order to appropriate the additional \$33,390 for the contract services line item. This can come from General Fund contingency or additional Beginning Fund Balance due to the increase in marijuana revenues in 21-22.

- C. **TIMING** Entering into a full year contract with STSC, LLC will secure a long-term mowing contract and solve an emergent situation at the airport. This service contract will also provide staff with enough time to create a more robust agreement with Jacobs and the opportunity to use the upcoming budget process to secure funding for city-owned airport mowing equipment and services.
- D. **POLICY/LEGAL** Contracts must go before the City Council for approval.

ALTERNATIVES:

Alternative #1: Deny the service contract with STSC, LLC, direct Jacobs to mow the airport property in a manner consistent with their available equipment and personnel, and reopen the competitive bidding process.

Alternative #2: Deny the service contract with STSC, LLC and direct staff to prepare a resolution appropriating the necessary funds to secure the proper mowing equipment, with Jacobs as the operator. Until the equipment is delivered, Jacobs would mow the airport property in a manner consistent with their available equipment and personnel.

Alternative #3: Deny the service contract with STSC, LLC, direct staff to prepare a resolution appropriating the necessary funds to secure the proper mowing equipment, with Jacobs as the operator. Until the equipment is delivered, staff will rent a tractor and a 60" pull mower from Duane Bellows Rental located in Ontario at a rate of \$380.00 per rental. This equipment is capable of mowing the area between the parking areas as well as the grass runway down to an appropriate height with no risk of equipment or irrigation damage. Jacobs would be the operators of this rental equipment.

Alternative #4: Deny the service contract with STSC, LLC and direct staff to draft an agreement with Jacobs. This agreement would cover weekly mowing of only the 1-1.5 acre grass area between the aircraft parking areas, broadleaf spraying of the large 90 acre area, and 1-2 mowing using the flail mower to the lowest possible height of all grass areas outside of the weekly mowing area.

RECOMMENDATION:

Staff recommends approving the service contract document for use with STSC, LLC.

ATTACHMENTS:

1. Memo regarding grounds maintenance at the airport
2. Airport Landscaping Service Agreement (draft 1)



Engineering Division
1551 NW 9th St
Ontario, OR 97914
Public Works (541) 889-8572

Memorandum

To: Dan Cummings, Interim City Manager
Justin Zysk, Airport Manager

From: Casey Mordhorst, Public Works Director
Paul Woods, P.E., City Engineer

Date: May 19, 2022

RE: Grounds Maintenance at the Airport

This memorandum summarizes our discussions concerning Jacobs support for providing grounds maintenance services at the airport. The grounds maintenance needs consist of:

1. Taxi-way Mowing
2. Grass runway mowing
3. Spraying and mowing other areas
4. Irrigation System Maintenance

Taxi-way Mowing

The taxi-way is approximately 4.5 acres in size and the ground surface is sufficiently flat to allow for use of the Parks mowers to be used to mow this area. Jacobs staff loaded up a mower, traveled to the site, mowed the area and returned to the Parks Maintenance facility. The total time was 2 hours. Mowers receive weekly grease maintenance and blade sharpening so an additional 1 hour of time needs to be allocated for this service. In addition, problems invariably come up during the season, so an additional 1 hour of contingency time is recommended to account for uncertain conditions.

Jacobs hourly rate for services at the airport is \$45 per hour per the contract. Four hours of time per mowing will cost \$180 in labor plus \$20 for fuel for a total of \$200 per mowing event. If the taxi-way is assumed to be mowed weekly from Mid-April through Mid-October (24 mowing events) the annual cost will be \$4,800.

Jacobs can begin doing this work immediately.

Grass Runway Mowing

The grass runway is approximately 10.5 acres in size and the ground surface is NOT sufficiently flat to allow for use of the Parks mowers to be used to mow this area. The Airport Manager has stated that the grass height must be no greater than 2-3 inches to allow proper functionality of the runway. The City recently approved funding for a new flail mower to be used at the wastewater farm sites. A flail mower is designed to knock down weed areas to a height of 12-18 inches off the ground. Trying to use the flail mower to cut grass down to 2-3 inches off the ground would result in either damage to the irrigation system or damage to the mower.

If the City were to purchase a dedicated mower, Jacobs would recommend a 15 ft-wide cutting deck with floating drive mechanisms to enable cutting down to 2-3 inch grass height and the ability to handle differential ground elevations. The capital cost of this mower is estimated at \$65,000 for the purposes of this summary memorandum. If the City directs Jacobs to assist in procuring a mower, we would look at competitive bidding and the potential for used equipment in order to try and reduce the capital outlay.

The total estimated time to mow the 10.5 acre grass runway with a 15-ft wide mower is 4 hours. In addition, one hour of time will be needed for greasing and blade sharpening and \$150 in fuel costs will be incurred. The total cost per mowing event is \$375 and assuming the same 24 mowing events per year, the annual cost is \$9,000. If the \$65,000 mower cost is amortized over a 10-year useful life, the annual cost of mowing the grass runway is \$15,500.

Jacobs can proceed with mowing this area once the mower is obtained by the City.

Spraying and Mowing Other Areas

There are approximately 90 acres of “rough” area that should be managed by spraying twice per year and mowing with the flail mower once per year. A budgetary cost to have a third-party contractor conduct the spraying is \$25,000 per year. Jacobs cost to mow the area once with the flail mower is 40 hours of labor plus and additional \$1,000 in fuel costs for a total cost of \$2,800. The total cost of spraying and mowing is \$27,800.

Jacobs can proceed with contracting for spraying and conducting the mowing once directed by the City.

Irrigation System Maintenance

Very little is known about the irrigation system infrastructure. Until greater knowledge is obtained on the operational performance of the irrigation system, we recommend a budget of \$5,000 to \$7,500 per year to address ongoing maintenance with the irrigation system.

INDEPENDENT CONTRACTOR – LANDSCAPE SERVICES AGREEMENT

This Independent Contractor – Landscape Services Agreement (this “Agreement”) is dated _____, 2022 but made effective for all purposes as of May 24, 2022 (the “Effective Date”) by and between the City of Ontario, an Oregon municipal corporation (“City”), whose address is 444 SW 4th Street, Ontario, Oregon 97914, and Schneider Tree Service & Construction, LLC, an Oregon limited liability company (“Contractor”), whose address is 1397 Highway 20/26, Vale, Oregon 97918.

RECITALS:

A. City is the owner, sponsor, and operator of the Ontario Municipal Airport, a public municipal airport located at 581 SW 33rd Street, Ontario, Oregon 97914 (the “Airport”). Contractor is a licensed Oregon landscape contractor engaged in the business of providing lawn mowing, tree trimming, and minor construction services. Contractor is licensed by the Oregon Landscape Contractors Board, whose address is 2111 Front Street NE Ste 2-101, Salem, OR 97301 and telephone number (503) 967-6291. Contractor’s Oregon landscape License No. is 209225 and telephone number is (541) 212-6954.

B. City desires to contract with Contractor to perform certain lawn maintenance and landscape services at the Airport for and on behalf of City. Subject to the terms and conditions contained in this Agreement, Contractor will perform the Services (as defined below) for and on behalf of City.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Contractor Services.

1.1 Services. Subject to the terms and conditions contained in this Agreement, Contractor will perform the following services for and on behalf of City (collectively, the “Services”): (a) those lawn maintenance and landscape services described on the attached Exhibit A (“Scope of Services”); (b) any other necessary or appropriate services customarily provided by Contractor in connection with its performance of those services identified in the Scope of Services; and (c) such other lawn maintenance and landscape services requested by City from time to time. Contractor will (w) consult with and advise City on all matters concerning the Services reasonably requested by City, (x) communicate all matters and information concerning the Services to City’s airport manager (or his or her designee) and report directly to the Airport Manager (or his or her designee), (y) devote such time and attention to the performance of the Services as City and Contractor deem necessary or appropriate, and (d) perform the Services to the best of Contractor’s ability.

1.2 Coordination; Schedule of Services. Contractor will perform the Services as and when requested by City. Contractor will coordinate its performance of the Services with the Airport Manager (or his or her designee). Contractor and City will routinely consult with each other to ensure effective and efficient provision of the Services.

1.3 Conditions Precedent. Notwithstanding anything contained in this Agreement to the contrary, City’s performance of its obligations under this Agreement is conditioned on Contractor’s

performance of its obligations under this Agreement, including without limitation, those Contractor obligations described under Section 4.4.

2. Compensation.

2.1 Compensation. In consideration of Contractor's performance of Contractor's obligations under this Agreement (including, without limitation, the Services), City will pay Contractor an initial amount of \$9,990.00 (the "Initial Payment"). In addition to the Initial Payment, City will pay Contractor twelve (12) monthly installments in an amount not to exceed \$3,500.00 for a period of twelve months commencing on the Effective Date. Contractor will submit monthly invoices to City concerning the Services performed by Contractor during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor (and by whom); (b) the number of hours (or fraction thereof) each person spent to perform the Services; and (c) all other information reasonably requested by City. City will pay Contractor within thirty (30) days after City's review and approval of the Invoice. City's payment to Contractor will be accepted by Contractor as full compensation for performing the Services to which the Invoice relates.

2.2 No Benefits; No Reimbursement. City will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Contractor will provide, at Contractor's expense, all materials, equipment, and supplies necessary or appropriate to perform the Services. City will not reimburse Contractor for any expenses Contractor incurs to perform the Services and/or in connection with this Agreement.

3. Independent Contractor.

3.1 Independent Contractor. Contractor is an independent contractor of City. Contractor is not an employee of City. Contractor will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. This Agreement does not create an agency relationship between City and Contractor and does not establish a joint venture or partnership between City and Contractor. Contractor does not have the authority to bind City or represent to any person that Contractor is an agent of City. Contractor has the authority to hire other persons to assist Contractor in performing the Services (and has the authority to fire such persons).

3.2 Taxes; Licenses. City will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor will be solely responsible for obtaining any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services.

4. Representations, Warranties, and Covenants.

In addition to any other Contractor representation, warranty, and/or covenant made in this Agreement, Contractor represents, warrants, and covenants to City as follows:

4.1 Authority and Binding Obligation. Contractor has full power and authority to sign and deliver this Agreement and to perform all of Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms. The signing and delivery of this Agreement by Contractor and the performance

by Contractor of all of Contractor's obligations under this Agreement will not (a) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (b) violate any law, judgment, or order to which Contractor is subject, or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.2 Licenses; Quality of Services. Prior to Contractor's execution of this Agreement, Contractor obtained any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services, including without limitation, licensing with the Oregon Landscape Contractors Board. Contractor will perform the Services to the best of Contractor's ability, diligently, without delay, in good faith, in a professional manner, consistent with the terms and conditions contained in this Agreement. Contractor will be solely responsible for the Services. Contractor will make all decisions called for promptly and without unreasonable delay.

4.3 Insurance. Contractor will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum level of insurance: (a) general liability insurance for any and all losses or claims arising out of or related to Contractor's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Contractor in connection with Contractor's performance of the Services with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (c) professional errors and omissions insurance with limits of no less than \$1,000,000; and (d) workers' compensation insurance in form and amount sufficient to satisfy the requirement of applicable Oregon law. Each liability insurance policy will be in form and content satisfactory to City and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name City and City's Representatives as additional insureds. Contractor's insurance will be primary, and any insurance carried by City will be excess and noncontributing. Contractor will provide evidence of the insurance coverage (including applicable endorsements) required to be maintained by Contractor under this Section 4.3 prior to commencement of the Work and upon City's demand. All policies of insurance Contractor is required to carry under this Agreement will provide that the insurer waives the right of subrogation against City. For purposes of this Agreement, the term "City's Representative(s)" means each present and future City officer, employee, representative, contractor, and/or agent.

4.4 Compliance With Laws. Contractor will comply and perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Contractor will comply with each and every obligation applicable to Contractor and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Prior to the Effective Date, Contractor obtained any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services. For purposes of this Agreement, the term "Laws(s)" means any and all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and ordinances related to or concerning, whether directly or indirectly, Contractor, this Agreement, and/or the Services, including, without limitation, any and all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

4.5 Indemnification. Contractor will defend, indemnify, and hold City, and each present and future City Representative harmless, for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including,

without limitation, attorney fees, resulting from or arising out of, whether directly or indirectly, the following: (a) damages to property and/or injury or death to person(s) caused directly or indirectly by Contractor (and/or Contractor's members, managers, directors, officers, agents, employees, contractors, and/or representatives); (b) Contractor's failure to pay any tax arising out of or resulting from the performance of the Services; and/or (c) Contractor's breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 4.5 will survive the termination of this Agreement.

4.6 Standards. In the provision of the Services, Contractor is customarily engaged in, and will continue to customarily engage in, an independently established business as described under ORS 670.600(3). Contractor maintains, and will continue to maintain, a business location that is separate from the business or work location of City or that is in a portion of Contractor's residence and that portion is used primarily for Contractor's business. Contractor bears, and will continue to bear, the risk of loss related to Contractor's business or the provision of services as shown by factors such as (a) Contractor enters into fixed-price contracts, (b) Contractor is required to correct defective work, (c) Contractor warrants the services provided, or (d) Contractor negotiates indemnification agreements or purchases liability insurance, performance bonds, or errors and omissions insurance. Contractor provides, and will continue to provide, contracted services for two or more different persons within a 12-month period, or Contractor routinely engages in, and will continue to routinely engage in, business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services. Contractor makes, and will continue to make, a significant investment in Contractor's business, through means such as purchasing tools or equipment necessary to provide the services, paying for the premises or facilities where the services are provided, or paying for licenses, certificates, or specialized training required to provide the services. Contractor has, and will continue to have, the authority to hire other persons to provide or to assist in providing the services and has, and will continue to have, the authority to fire those persons.

5. Term and Termination.

5.1 Term; Termination. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commences on May 24, 2022 and will remain in full force and effect until June 30, 2023, unless sooner terminated in accordance with this Agreement. This Agreement may be terminated at any time by the mutual written agreement of City and Contractor. Either party may terminate this Agreement for any reason or no reason by providing sixty (60) days' prior written notice of termination to the other party. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Contractor upon the happening of any of the following events: (a) Contractor engages in any form of dishonesty or conduct involving moral turpitude related to Contractor's independent contractor relationship with City or that otherwise reflects adversely on the reputation or operations of City; (b) Contractor fails to comply with any applicable federal, state, and/or local law, regulation, or ordinance; (c) problems occur in connection with Contractor's performance of the Services; and/or (d) Contractor breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by City in its sole discretion.

5.2 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Contractor. The termination of this Agreement, regardless of how it occurs, will not

relieve a party of obligations that have accrued before the termination.

5.3 Remedies. If a party breaches or otherwise fails to perform any of its terms, covenants, conditions, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. Contractor agrees that it may be difficult or impossible to measure damages to City relating to any breach of the provisions set forth in this Agreement and that money damages may, therefore, be an inadequate remedy for any such breach. Accordingly, Contractor agrees that if Contractor breaches any provision of this Agreement occurs and/or exists, City will be entitled, in addition to all other remedies available to City at law or in equity, to injunctions or other appropriate orders to restrain any such breach by Contractor without showing or proving any actual damage sustained by City. All available remedies are cumulative and may be exercised singularly or concurrently.

6. Miscellaneous.

6.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reason of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Contractor will not assign any of Contractor's rights and/or obligations under this Agreement to any person without the prior written consent of City, which consent City may withhold in its sole discretion. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

6.2 Notices. Any notice required under this Agreement must be in writing, must be delivered to the parties at the addresses set forth above (or any other address that a party may designate by written notice to the other party), and are considered delivered upon actual receipt if personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage prepaid, certified, return receipt requested, unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.

6.3 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all of the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

6.4 Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Malheur County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Malheur County, Oregon.

6.5 Attachments; Further Assurances. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. At any time upon the request of City, Contractor will execute all documents or instruments and will perform all lawful acts City considers necessary or appropriate to secure its rights hereunder and to carry out the intent of this Agreement.

6.6 Attorney Fees; Dispute Resolution. If any arbitration, action, suit, and/or proceeding is instituted to interpret, enforce, and/or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, and/or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, and/or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

6.7 Person; Interpretation; Signatures. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein 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. The titles, captions, and/or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

6.8 Termination; Survival. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and made effective for all purposes as of the Effective Date.

CITY:

City of Ontario,
an Oregon municipal corporation

CONTRACTOR:

Schneider Tree Service & Construction, LLC
an Oregon limited liability company

By: Riley J. Hill
Its: Mayor

By: Travis Schneider
Its: Owner

ATTEST:

City of Ontario,
an Oregon municipal corporation

By: Tori Barnett
Its: City Recorder

EXHIBIT A
Scope of Services

Subject to the terms and conditions contained in this Agreement, Contractor will perform the following services at the Airport for and on behalf of City:

Area A (as identified in the attached Exhibit B):

1. Contractor will mow the grass area consisting of approximately 14.5 acres once per week.
2. Contractor will provide weekly rodent control.

Area B (as identified in the attached Exhibit B):

1. Contractor will provide two knockdown mow services in accordance with the following:
(a) one knockdown mow in early to mid-June; and (b) one knockdown mow in late fall.
2. The frequency of knockdown mows requested by City may vary based on growth speed and length.
3. Contractor will spray for broadleaf and noxious weeds two times per year.

Any additional services provided by Contractor must be approved in writing by City.

Exhibit B
Location of Services



City of Ontario, Oregon



**AGENDA REPORT
NEW BUSINESS
May 24, 2022**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: DELINQUENT UTILITY BILLING ACCOUNTS TO COLLECTIONS

DATE: May 16, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE LIST OF UTILITY BILLING WRITE OFFS AS PRESENTED AND AUTHORIZE SENDING THE APPLICABLE ACCOUNTS TO COLLECTIONS.

SUMMARY:

Attached is the following document:

The list of utility billing accounts that are over 120 days old and proposed for write off/ sending to collections.

BACKGROUND:

As required by the Allowance for Bad Debts and Write Offs Policy, the Council needs to approve accounts to write-off before they are written off and/or sent to collections. The list of accounts proposed to write off is attached to the report, and are all over 120 days past due.

CURRENT SITUATION:

The collections agency (Retail Credit) will be sent accounts totaling \$23,581.26 (which includes the allowable interest). The remaining interest not allowed to go to collections will be written off.

ANALYSIS:

- A. **STRATEGIC PLAN** No direct impact to the strategic plan.
- B. **FINANCIAL** \$23,581.26 in utility bills are deemed uncollectible by the city and will go to Retail Credit Collections Agency. The remaining interest of \$9,484.06 will be written off. The total amount to be written off the books is only approximately 0.5% of the \$7.2 million water, sewer, and storm revenues.

- C. **TIMING** Staff would like to get the utility accounts sent to collections as soon as possible. It would be best to get them cleaned up by the end of the year.
- D. **POLICY/LEGAL** These write-offs need to be approved by the Council per the allowance for Doubtful Accounts Policy.

ALTERNATIVES:

A. Take No Action - The Council could take no action on this matter; this would leave the past due accounts on the city's books.

RECOMMENDATION:

Staff recommends the City Council approve the utility billing accounts to be sent to collections.

ATTACHMENTS:

1. May 2022 UB Write-Off List

<u>ACCOUNT NUMBER</u>	<u>NAME</u>	<u>DATE FINALED</u>	<u>TOTAL DUE</u>	<u>FINAL BILL</u>	<u>INTEREST TO WRITE OFF</u>	<u>AMOUNT TO COLLECTIONS</u>	
000447-000	DANIEL RODRIGUEZ (DECEASED)	12/3/2020	\$ 1,673.45	\$ 1,572.60	\$ 662.65	\$ 1,010.80	most likely will not be able to collect
001393-002	LISA & KIM JONES (FAILED PAYMENT PLAN)	11/30/2021	\$ 5,845.62	\$ 3,524.81	\$ 563.43	\$ 5,282.19	
006455-000	ACE REALTY	12/29/2021	\$ 256.13	\$ 170.25		\$ 256.13	
007171-000	LU DAILEY M/R	9/13/2021	\$ 447.09	\$ 206.70	\$ 149.91	\$ 297.18	
008741-001	MARIA RODRIGUEZ	8/2/2021	\$ 212.86	\$ 88.00	\$ 84.67	\$ 128.19	
009234-002	AMANDA MC COSHUM	3/22/2022	\$ 137.36	\$ 124.03		\$ 137.36	
010768-000	ROJELIO CONTRERAS M/R	9/10/2021	\$ 92.74	\$ 45.38	\$ 24.47	\$ 68.27	
010948-001	TED HOWARD NUNN	6/16/2021	\$ 284.64	\$ 115.45	\$ 112.54	\$ 172.10	
011405-000	LUNDY LLC.	9/29/2021	\$ 46.86	\$ 22.93	\$ 12.37	\$ 34.49	
011405-001	LUNDY LLC.	9/29/2021	\$ 64.10	\$ 31.37	\$ 16.91	\$ 47.19	
012106-001	MISTY & JAMES TOMS	5/3/2021	\$ 185.80	\$ 77.18	\$ 72.25	\$ 113.55	
012224-000	SILVESTRE PAREDES	7/16/2021	\$ 616.70	\$ 251.05	\$ 243.23	\$ 373.47	
012354-000	PAMELA KELLEY	11/22/2021	\$ 309.97	\$ 186.03	\$ 30.09	\$ 279.88	
012545-000	ARTEMIO ROLDAN	12/29/2021	\$ 284.84	\$ 189.34	\$ 27.65	\$ 257.19	
013248-001	JANNEATTE ORTEGA	3/22/2022	\$ 198.60	\$ 179.32		\$ 198.60	
013306-000	STEVE RINGER M/R	8/25/2021	\$ 166.34	\$ 73.49	\$ 55.78	\$ 110.56	
013320-000	KEVIN LLANES-GASTELUM MR	4/23/2021	\$ 193.16	\$ 79.38	\$ 75.68	\$ 117.48	
013680-000	VICKIE CHILTON	8/17/2021	\$ 3,279.47	\$ 1,334.83	\$ 1,299.15	\$ 1,980.32	
013771-000	ROBERTA HALL m/r	3/31/2021	\$ 294.19	\$ 120.20	\$ 115.74	\$ 178.45	
013814-000	LOLITA CLARY m/r	5/3/2021	\$ 747.22	\$ 305.71	\$ 293.69	\$ 453.53	
013995-000	CRISTINA TORRES	4/5/2021	\$ 51.72	\$ 20.63	\$ 20.68	\$ 31.04	
014533-000	VICKI REYNOLDS m/r	9/9/2021	\$ 181.21	\$ 83.63	\$ 60.76	\$ 120.45	
014543-000	MICHAEL ALFORD	10/20/2021	\$ 97.35	\$ 52.76	\$ 17.98	\$ 79.37	
014573-000	EMILIO CASTELLANOZ	3/25/2021	\$ 382.94	\$ 155.17	\$ 151.51	\$ 231.43	
014611-000	DELMER CONRAD M/R	4/28/2021	\$ 51.15	\$ 20.91	\$ 20.11	\$ 31.04	
014684-000	ANEISSA ALLEN m/r	9/3/2021	\$ 384.40	\$ 172.92	\$ 128.89	\$ 255.51	
014800-000	MARGARITA HUERTA	8/5/2021	\$ 2,624.76	\$ 1,064.07	\$ 1,041.75	\$ 1,583.01	
014839-000	SONJA / JEWEL WEEKS \ HANCE M/R	8/20/2021	\$ 661.47	\$ 294.89	\$ 220.21	\$ 441.26	
014999-000	GREFORIO ROMAN	9/10/2021	\$ 359.78	\$ 165.07	\$ 120.63	\$ 239.15	
015013-000	ANASTASIA PARKINSON M/R	3/1/2022	\$ 353.57	\$ 353.57		\$ 353.57	
015014-000	CAMDEN MURRI	3/8/2021	\$ 61.57	\$ 24.56	\$ 24.62	\$ 36.95	
015033-001	JOSHUA RHYMES	10/19/2021	\$ 746.25	\$ 276.08	\$ 296.40	\$ 449.85	
015218-000	DEAN CHRISTIAN M/R	7/1/2021	\$ 479.46	\$ 206.56	\$ 191.22	\$ 288.24	
015221-001	JAMES GROSS	9/29/2021	\$ 188.49	\$ 92.23	\$ 49.74	\$ 138.75	
015270-000	KAREN SHULTZ	5/3/2021	\$ 445.40	\$ 184.84	\$ 173.33	\$ 272.07	
015283-000	NORBERTO SANCHEZ	7/6/2021	\$ 192.35	\$ 80.00	\$ 74.73	\$ 117.62	
015288-001	ANA TOVAR m/r	9/13/2021	\$ 1,369.65	\$ 621.56	\$ 458.88	\$ 910.77	
015475-000	CHARLIE (m/r) BACON	12/16/2021	\$ 348.94	\$ 222.45	\$ 33.87	\$ 315.07	
015510-000	YOLANDA RODRIGUEZ	1/22/2021	\$ 931.57	\$ 310.51	\$ 470.05	\$ 461.52	
015587-000	LEE ODEIS M/R	7/21/2021	\$ 803.80	\$ 325.69	\$ 318.04	\$ 485.76	
015610-000	INDIGO SAPPINGTON	12/1/2021	\$ 22.25	\$ 14.79		\$ 22.25	
015669-001	KRISTINA CARTER M/R	4/26/2021	\$ 204.43	\$ 83.67	\$ 80.33	\$ 124.10	
015739-000	AUBREE MOBLEY	6/21/2021	\$ 387.81	\$ 156.89	\$ 153.60	\$ 234.21	
015805-000	ENRIQUE RIOS M/R	4/21/2021	\$ 906.56	\$ 368.21	\$ 358.11	\$ 548.45	
015872-000	MELONY BAKER	11/30/2021	\$ 681.16	\$ 408.82	\$ 66.12	\$ 615.04	
016090-000	SILVIA MARTINEZ-RIOS	3/1/2021	\$ 785.00	\$ 285.84	\$ 357.39	\$ 427.61	
016112-000	JOSHUA QUIMBY	9/3/2021	\$ 491.46	\$ 219.60	\$ 164.78	\$ 326.68	
016120-000	ANGEL HOMES, LLC	3/1/2021	\$ 492.69	\$ 182.46	\$ 222.12	\$ 270.57	
016170-000	DANIELA ESCUTIA	12/29/2021	\$ 232.43	\$ 240.86		\$ 232.43	
016191-000	MARGARITA/JULIO CAMBRAY/ALVARADO	12/29/2021	\$ 295.43	\$ 240.86		\$ 240.86	
016228-000	DUSTIN FISCHER m/r	9/20/2021	\$ 333.67	\$ 163.27	\$ 88.04	\$ 245.63	
016257-000	NATHAN KELSCH	9/30/2021	\$ 40.96	\$ 20.04	\$ 10.81	\$ 30.15	
016270-000	JERMAH SWETLAND M/R	9/2/2021	\$ 325.65	\$ 147.01	\$ 109.19	\$ 216.46	
016284-000	SARAH BAKER M/R	1/3/2022	\$ 325.21	\$ 219.86		\$ 325.21	
016324-000	SANDRA ZAPATA M/R	10/20/2021	\$ 866.04	\$ 469.33	\$ 159.96	\$ 706.08	
016360-000	CHRISTIE WADE	3/22/2022	\$ 269.55	\$ 243.39		\$ 269.55	
016361-000	ANTONIO RODRIGUEZ	3/2/2022	\$ 229.30	\$ 189.83		\$ 229.30	
016477-000	GILDARDO PANO m/r	1/31/2022	\$ 177.32	\$ 130.54		\$ 177.32	
TOTAL			\$ 33,119.89	\$ 17,211.42	\$ 9,484.06	\$ 23,581.26	



**AGENDA REPORT
NEW BUSINESS
May 24, 2022**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: **HOUSING INCENTIVE PROGRAM: BK CONSTRUCTION (48-2022)**

DATE: May 18, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE APPLICATION BY BK CONSTRUCTION AT 1664 SKOOKUM DRIVE FOR THE ONTARIO HOUSING INCENTIVE PROGRAM IN THE AMOUNT OF \$10,000.

SUMMARY:

BK Construction submitted an application for \$10,000 from the Housing Incentive Program.

The property is located at 1664 Skookum Drive.

The Business Loan Committee is the reviewing and recommending authority for the City of Ontario Business Loan Fund and, as such, the Committee is tasked with reviewing and providing a recommendation to the City Council on all applications submitted for loan requests and housing incentive payments. The City Council is the final authority for approval of the applications. The City Manager, Finance Director, and Community Development Director are responsible for ensuring all requirements are met prior to payment of the approved application.

BACKGROUND:

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

CURRENT SITUATION:

BK Construction Inc, DBA Paradise Building Company, is requesting approval of their application for the \$10,000.00 incentive for a new home to be located at 1664 Skookum Drive, being Tax Lots 11 & 12 Harrah Heights Subdivision. The proposed dwelling will be 2180 square feet with two (2) bathrooms and a three (3) car garage. The application was deemed to be complete by the Community Development Director, meeting or exceeding the minimum

requirements of Section 11 of the Business Loan Fund Code, and was forwarded to the Committee for their review and recommendation. The Business Loan Fund Committee recommended the loan for approval by the Council on April 13, 2022.

ANALYSIS:

- A. **STRATEGIC PLAN** The Housing Incentive Program promotes the Growth and Desirability goals of the Ontario Strategic Plan. It specifically addresses the activities of building a variety of housing options and adding fill-in housing.
- B. **FINANCIAL** If approved, the city would pay the funds from the Business Loan Fund. The \$10,000.00 would be paid back to the fund through the city's portion of the property taxes collected on the property and dwelling approved under this application.
- C. **TIMING** Time is of the essence on this application as the applicant wants to pull a building permit and start construction as soon as they receive their approval.
- D. **POLICY/LEGAL** The Business Loan Fund Committee makes recommendations to the City Council. If the City Council approves the action, the City Manager will have the agreement signed by all parties, authorizing the Building Department to issue a permit under this agreement.

ALTERNATIVES:

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

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

RECOMMENDATION:

Staff has reviewed the application for completeness, finding that it meets or exceeds the minimum requirements. The Business Loan Fund Committee sent a favorable recommendation to the City Council. Therefore, staff recommends that the City Council approve the application by BK Construction in the amount of \$10,000.00.

ATTACHMENTS:

1. Incentive Application 48-2022_BK Construction



City of Ontario, Oregon
Housing Incentive Program Checklist

Applicant: BK Construction Inc DBA Paradise Building Company Date: 04/06/2022
Site Address or Tax Lot: Lot 11 & 12 Harrah Heights
Application Number: 48-2022 (City Use Only) 1664 Skookum Dr.

Application Information: (Applicant or Staff)

- ☒ Completed Application Signed & Dated: _____
- ☒ Documentation showing funding: Construction funded by SeKady
- ☒ Within City Limits
- ☐ In Urban Growth Boundary Annexation Application filed: _____
- ☒ Floor Plan or description describing minimum square footage:
 - 1. House Square footage: 2180 sq ft
 - 2. Number of Baths: 2
 - 3. Size of Garage: 1093 sq ft (3 car)
- ☒ Description of Property of Home:
 - 1. Tax Lot map & Number: Lot 11 & 12 Harrah Heights
 - 2. Copy of Deed: _____
 - 3. Or written description: _____
- ☐ Completed W-9 Taxpayer Form.

Process Completed: (Staff Use Only below)

- ☒ PDAC (if Required) date Completed: N/A
- ☒ Community Development Director approval date: 4-6-22
- ☐ Forwarded to Business Loan Fund Committee: _____
- ☐ BLF Committee forwards recommendation to City Manager: _____
- ☐ City Council Approval or Denial: _____
- ☐ City Manager signs application signifying Council **Approval**: _____
- ☐ Application submitted to Finance for tracking: _____
- ☐ Certificate of Occupancy issued (within 2 yrs. of Council approval): _____
- ☐ Proof of Owner Occupancy (must be within 1 yr. of C of O): _____
- ☐ Payment made to Owner: _____

B-1312

I, LANCE C. KING, HEREBY
CERTIFY THAT THIS IS AN EXACT
REPRODUCTION OF THE ORIGINAL



NEW 22' WIDE CITY
UTILITY EASEMENT

- LEGEND**
- SUBDIVISION BOUNDARY
 - LOT LINE
 - EASEMENT LINE
 - RIGHT-OF-WAY (R.O.W.)
 - ROAD CENTER LINE
 - DITCH CENTER LINE
 - SECTION LINE (SCL)
 - DISTANCE LINE
 - DATA OF RECORD
 - CALCULATED DISTANCE
 - MONUMENT AS NOTED
 - SET 28' 33" REBAR
 - WITH 1/2" BOLD OR 6/16"
 - FINAL 3/8" BOLD BAR AS NOTED
 - FINAL 1/2" BOLD BAR AS NOTED
 - CALCULATED POINT

CERTIFICATE OF MALHEUR
COUNTY RECORDER
STATE OF OREGON
COUNTY OF MALHEUR

Number of editions of records, minutes or field data before obsolete



CR3, LLC
ENGINEERING-SURVEYING & PLANNING
368 SW 5TH AVE.
PORTLAND, OREGON 97204
PHONE (503) 888-2074
FAX (503) 888-2074
WEB: CR3.LLC.NET

REGISTERED
PROFESSIONAL
LAND SURVEYOR
LANCE C. KING
61420

Received: _____
Filed: _____
Survey No. _____
Dwg. No. _____

**MALHEUR COUNTY
SURVEYOR**

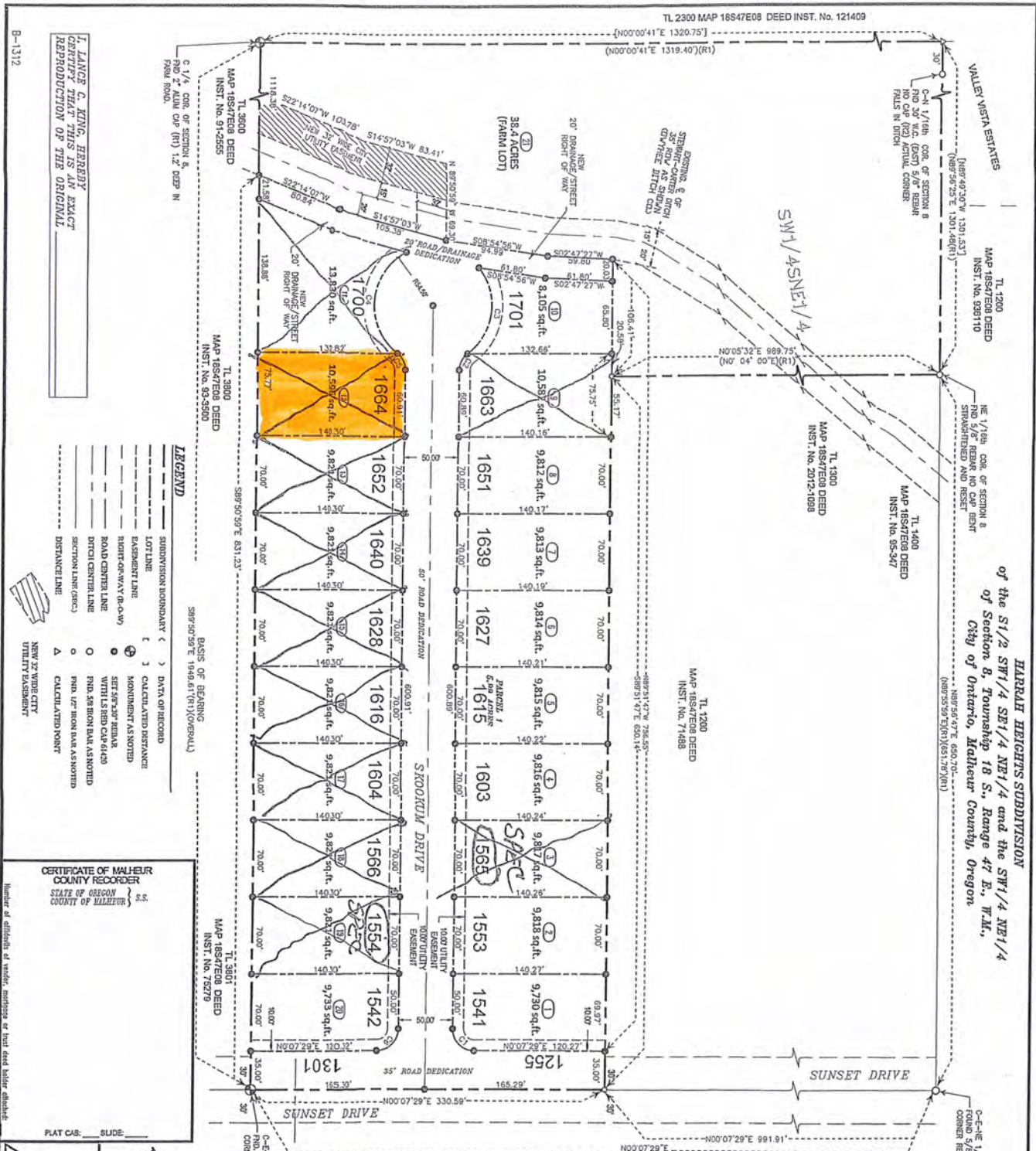
By: _____
REGISTERED
PROFESSIONAL
LAND SURVEYOR
LANCE C. KING
61420

ALL LOTS 12,500
LOT 11 - 75,000

CURVE TABLE				
CURVE NO.	BEARS	BEARS	TANGENT	BEARING CHORD
C1	20.00	9001.10'	31.42'	20.00 N65°07'03"E 28.29'
C2	18.50	5725.27'	17.25'	9.31 S83°09'40"E 16.63'
C3	54.50	9278.22'	87.86'	56.62 N62°41'34"W 78.73'
C4	54.50	11554.49'	110.26'	87.07 S85°20'24"E 92.39'
C5	18.50	5725.26'	17.25'	9.31 S83°23'55"W 16.63'
C6	20.00	8938.44'	31.41'	20.00 S54°53'00"E 28.28'



RECORDS OF REFERENCE
1. PLAT NO. 1912, FOR CHIEF OF A. ANDREA
WASHINGTON BY ALL AS LAND SURVEYING, FILED UNDER
RECORD OF SURVEY, FOR MALHEUR COUNTY, OREGON BY
SCANNER & ASSOCIATES, INC., FILED UNDER COUNTY
SURVEY NO. 1241-079.



HARSH HEIGHTS SUBDIVISION
of the S1/2 SW1/4 SE1/4 NE1/4 and the SW1/4 NE1/4
of Section 8, Township 18 S., Range 47 E., W.M.,
City of Ontario, Malheur County, Oregon

C-E 1/4th COR. OF SECTION 8,
R10 S. 47th R. 15 S. 218 AS PER
CORNER RECD. INST. NO. 18-41-0887

VALLEY VISTA ESTATES
MAP 18S47E08 DEED
INST. NO. 939110
C-N 1/4th COR. OF SECTION 8,
R10 S. 47th R. 15 S. 218 AS PER
CORNER RECD. INST. NO. 18-41-0887

NE 1/4th COR. OF SECTION 8,
R10 S. 47th R. 15 S. 218 AS PER
CORNER RECD. INST. NO. 2012-1068

MAP 18S47E08 DEED
INST. NO. 95-347

MAP 18S47E08 DEED
INST. NO. 71488

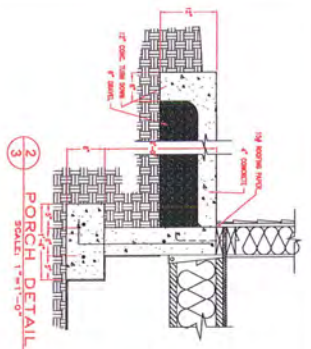
MAP 18S47E08 DEED
INST. NO. 2012-1068

MAP 18S47E08 DEED
INST. NO. 75279

MAP 18S47E08 DEED
INST. NO. 912855

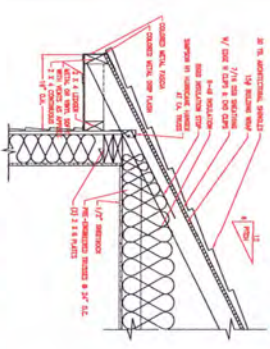
MAP 18S47E08 DEED
INST. NO. 83-9500

MAP 18S47E08 DEED
INST. NO. 83-9500

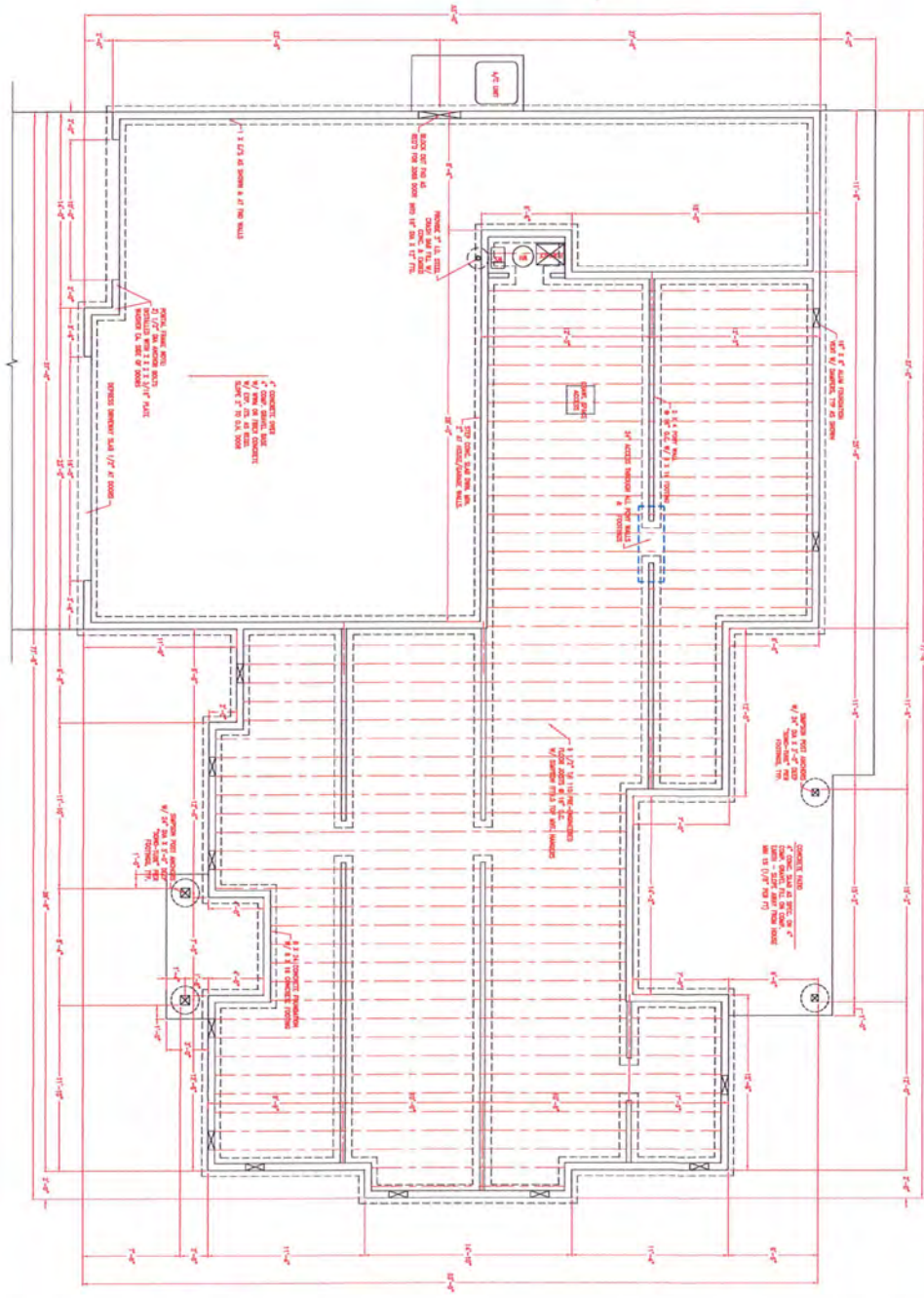
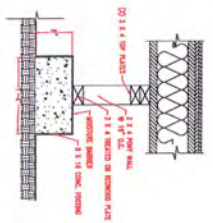
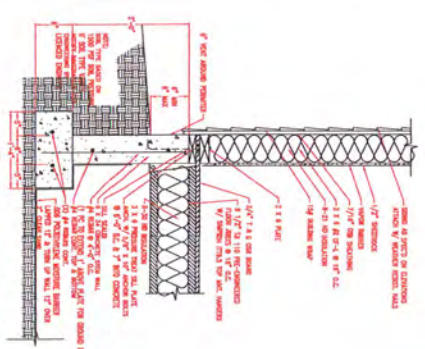


3 PORCH DETAIL
SCALE: 1/4"=1'-0"

2 GARAGE SECTION
SCALE: 1/4"=1'-0"

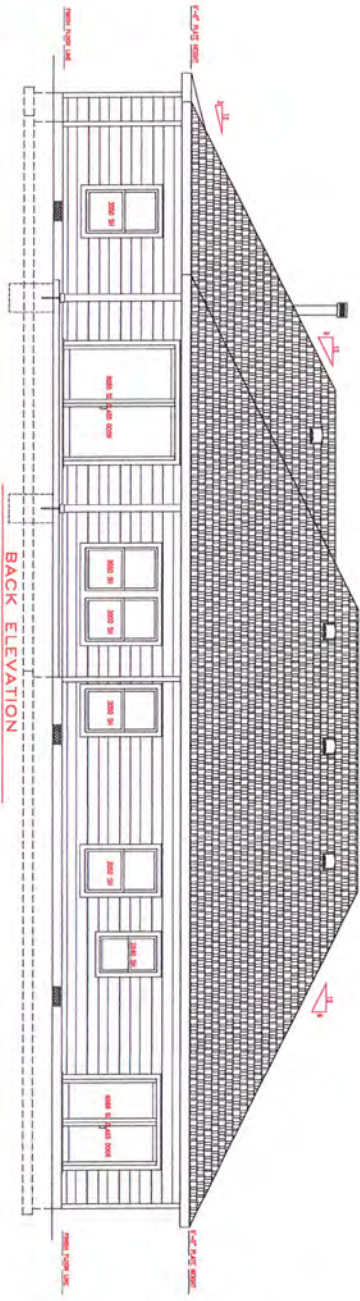
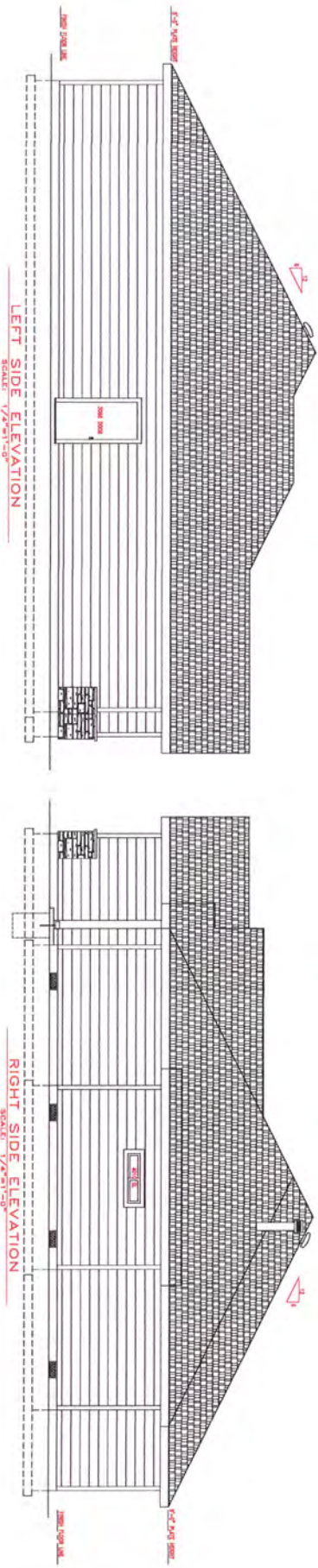
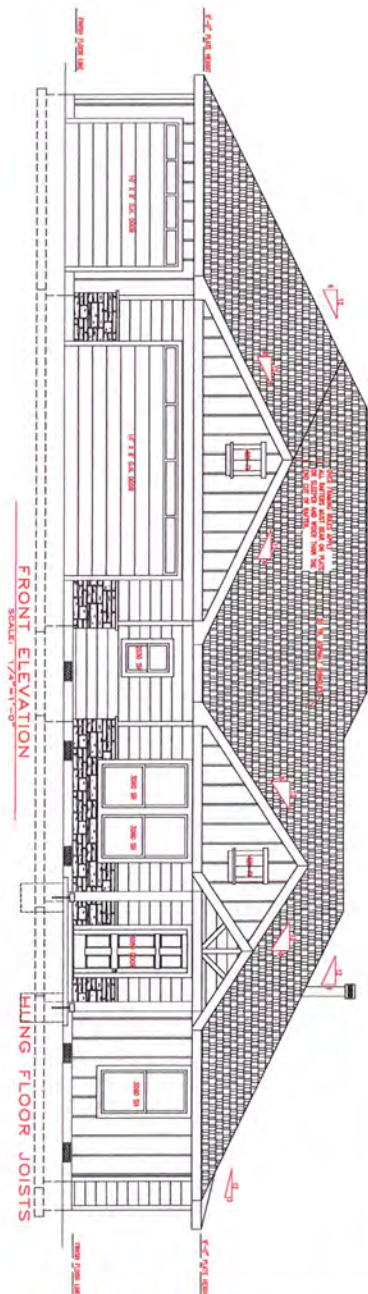
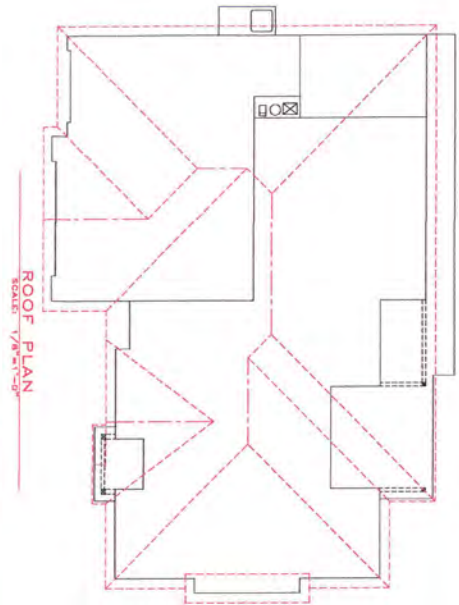


1 TYP. WALL SECTION
SCALE: 1/4"=1'-0"



FOUNDATION PLAN
SCALE: 1/4"=1'-0"







HARRAH HEIGHTS SUBDIVISION
OF THE S1/2 SW1/4, SEC1/4 NE1/4 AND THE SW1/4 NE1/4
OF SECTION 8, TOWNSHIP 18 S., RANGE 47 E., W.M.,
CITY OF ONTARIO, MANITOU COUNTY, ONTARIO





**AGENDA REPORT
NEW BUSINESS
May 24, 2022**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: **HOUSING INCENTIVE PROGRAM: RYWEST HOMES (49-2022)**

DATE: May 18, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE APPLICATION BY RYWEST HOMES AT 1604 SKOOKUM DRIVE DRIVE FOR THE ONTARIO HOUSING INCENTIVE PROGRAM IN THE AMOUNT OF \$10,000.

SUMMARY:

Rywest Homes submitted an application for \$10,000 from the Housing Incentive Program.

The property is located at 1604 Skookum Drive.

The Business Loan Committee is the reviewing and recommending authority for the City of Ontario Business Loan Fund and, as such, the Committee is tasked with reviewing and providing a recommendation to the City Council on all applications submitted for loan requests and housing incentive payments. The City Council is the final authority for approval of the applications. The City Manager, Finance Director, and Community Development Director are responsible for ensuring all requirements are met prior to payment of the approved application.

BACKGROUND:

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

CURRENT SITUATION:

Rywest Homes Inc is requesting approval of their application for the \$10,000.00 Incentive on a new home to be located at 1604 Skookum Drive, being Taxes Lot 17 Harrah Heights Subdivision. The proposed dwelling will be 1768 square feet with two (2) bathrooms and a two (2) car garage. The application was deemed to be complete by the Community Development Director, meeting or exceeding the minimum requirements of Section 11 of the Business Loan Fund

Code. It was forwarded to the Business Loan Fund Committee for their review and recommendation. This committee recommended the loan for approval by the Council on April 27, 2022.

ANALYSIS:

- A. **STRATEGIC PLAN** The Housing Incentive Program promotes the Growth and Desirability goals of the Ontario Strategic Plan. It specifically addresses the activities of building a variety of housing options and adding fill-in housing.
- B. **FINANCIAL** If approved, the city would pay the funds from the Business Loan Fund. The \$10,000.00 would be paid back to the fund through the city's portion of the property taxes collected on the property and dwelling approved under this application.
- C. **TIMING** Time is of the essence on this application as the applicant wants to pull a building permit and start construction as soon as they receive their approval.
- D. **POLICY/LEGAL** The Business Loan Fund Committee makes recommendations to the City Council. If the City Council approves the action, the City Manager will have the agreement signed by all parties authorizing the Building Department to issue a permit under this agreement.

ALTERNATIVES:

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

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

RECOMMENDATION:

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

ATTACHMENTS:

1. Incentive_Application_49-2022_Rywest_Homes



RECEIVED
4-14-22

City of Ontario, Oregon Housing Incentive Program Checklist

Applicant: Rywest Homes Inc

Date: 3-28-22

Site Address or Tax Lot: tax 2000 - 11604 Skookum Drive ontario

Application Number: 49-2022 (City Use Only)

Application Information: (Applicant or Staff)

- ☒ Completed Application Signed & Dated: dke
- ☒ Documentation showing funding: N/A
- ☒ Within City Limits
- ☐ In Urban Growth Boundary Annexation Application filed: N/A
- ☐ Floor Plan or description describing minimum square footage:
 - 1. House Square footage: 1768
 - 2. Number of Baths: 2
 - 3. Size of Garage: 613
- ☐ Description of Property of Home:
 - 1. Tax Lot map & Number: 2000 184708AD
 - 2. Copy of Deed: Pending - Prelim.
 - 3. Or written description: _____
- ☒ Completed W-9 Taxpayer Form.

Process Completed: (Staff Use Only below)

- ☒ PDAC (if Required) date Completed: N/A 4-15-22
- ☒ Community Development Director approval date: Dan Cummings
- ☐ Forwarded to Business Loan Fund Committee: _____
- ☐ BLF Committee forwards recommendation to City Manager: _____
- ☐ City Council Approval or Denial: _____
- ☐ City Manager signs application signifying Council Approval: _____
- ☐ Application submitted to Finance for tracking: _____
- ☐ Certificate of Occupancy issued (within 2 yrs. of Council approval): _____
- ☐ Proof of Owner Occupancy (must be within 1 yr. of C of O): _____
- ☐ Payment made to Owner: _____

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

SINGLE FAMILY GENERAL NOTES:

GENERAL NOTES:
 1. All changes are to be made on the drawings. Please contact the architect for all changes.
 2. The owner is responsible for obtaining all necessary permits and approvals from the local authorities.
 3. The contractor shall be responsible for obtaining all necessary permits and approvals from the local authorities.
 4. The contractor shall be responsible for obtaining all necessary permits and approvals from the local authorities.
 5. The contractor shall be responsible for obtaining all necessary permits and approvals from the local authorities.

FOUNDATION:

1. All foundations shall be constructed in accordance with the following:
 a. Foundations shall be constructed in accordance with the following:
 b. Foundations shall be constructed in accordance with the following:
 c. Foundations shall be constructed in accordance with the following:

WALLS:

1. All walls shall be constructed in accordance with the following:
 a. Walls shall be constructed in accordance with the following:
 b. Walls shall be constructed in accordance with the following:
 c. Walls shall be constructed in accordance with the following:

FLOORING:

1. All flooring shall be constructed in accordance with the following:
 a. Flooring shall be constructed in accordance with the following:
 b. Flooring shall be constructed in accordance with the following:
 c. Flooring shall be constructed in accordance with the following:

CEILING:

1. All ceilings shall be constructed in accordance with the following:
 a. Ceilings shall be constructed in accordance with the following:
 b. Ceilings shall be constructed in accordance with the following:
 c. Ceilings shall be constructed in accordance with the following:

ROOFING:

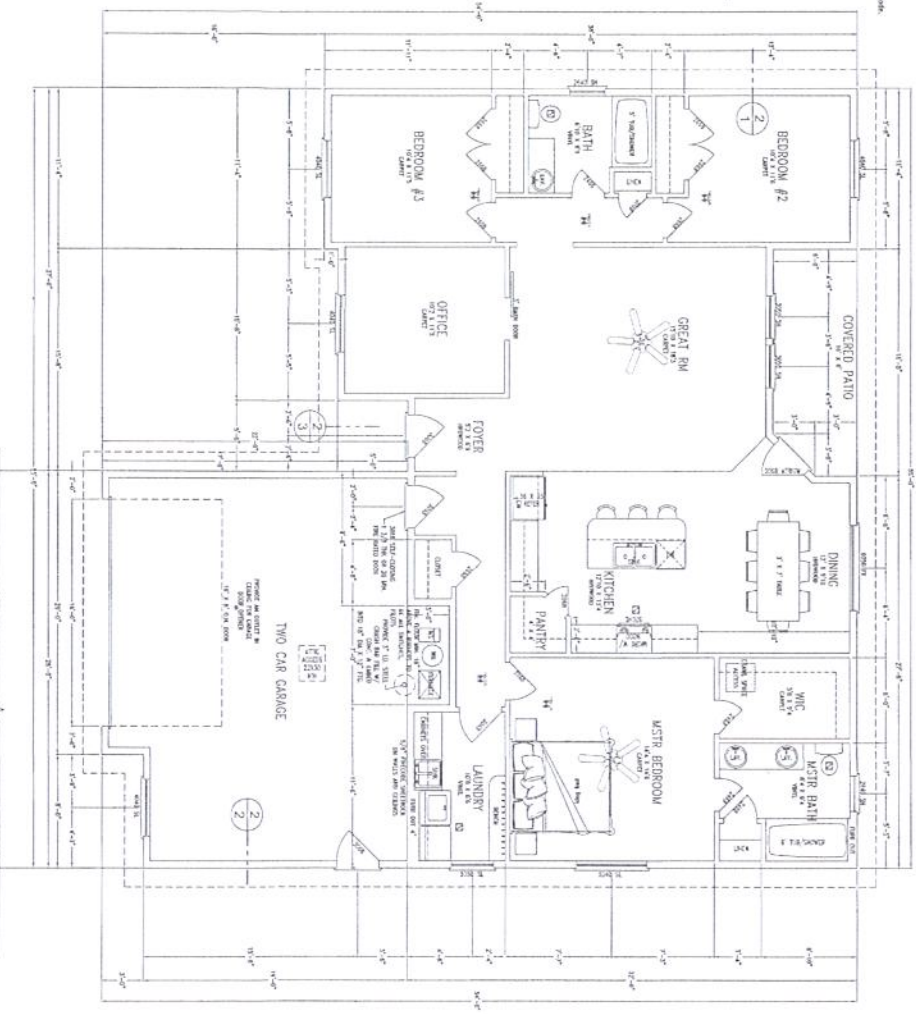
1. All roofing shall be constructed in accordance with the following:
 a. Roofing shall be constructed in accordance with the following:
 b. Roofing shall be constructed in accordance with the following:
 c. Roofing shall be constructed in accordance with the following:

PAINTING:

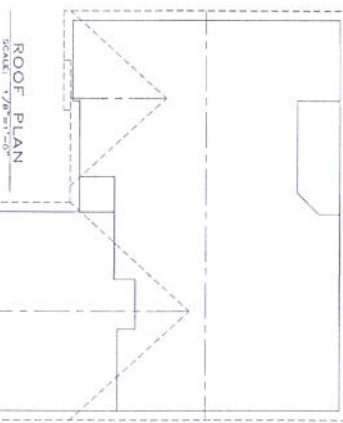
1. All painting shall be constructed in accordance with the following:
 a. Painting shall be constructed in accordance with the following:
 b. Painting shall be constructed in accordance with the following:
 c. Painting shall be constructed in accordance with the following:

MECHANICAL:

1. All mechanical shall be constructed in accordance with the following:
 a. Mechanical shall be constructed in accordance with the following:
 b. Mechanical shall be constructed in accordance with the following:
 c. Mechanical shall be constructed in accordance with the following:



FLOOR PLAN
 SCALE: 1/8" = 1'-0"



ROOF PLAN
 SCALE: 1/8" = 1'-0"



NOTES:
 1. All dimensions are in feet and inches.
 2. All dimensions are in feet and inches.
 3. All dimensions are in feet and inches.
 4. All dimensions are in feet and inches.

ENERGY PATH
 1. All energy path shall be constructed in accordance with the following:
 a. Energy path shall be constructed in accordance with the following:
 b. Energy path shall be constructed in accordance with the following:
 c. Energy path shall be constructed in accordance with the following:

COPY

DATE: 10/1/2020

BY: [Signature]

FOR: [Signature]

PROJECT: [Signature]

LOCATION: [Signature]

DATE: 10/1/2020

BY: [Signature]

FOR: [Signature]

PROJECT: [Signature]

LOCATION: [Signature]

DATE: 10/1/2020

BY: [Signature]

FOR: [Signature]

PROJECT: [Signature]

LOCATION: [Signature]

DATE: 10/1/2020

BY: [Signature]

FOR: [Signature]

PROJECT: [Signature]

LOCATION: [Signature]

DATE: 10/1/2020

BY: [Signature]

FOR: [Signature]

PROJECT: [Signature]

LOCATION: [Signature]

DATE: 10/1/2020

BY: [Signature]

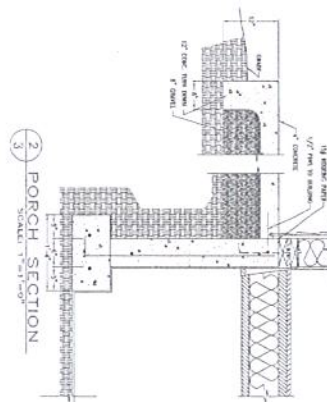
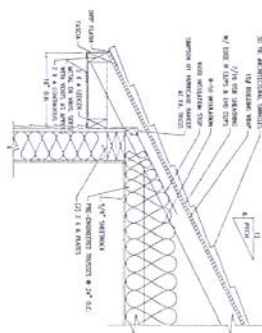
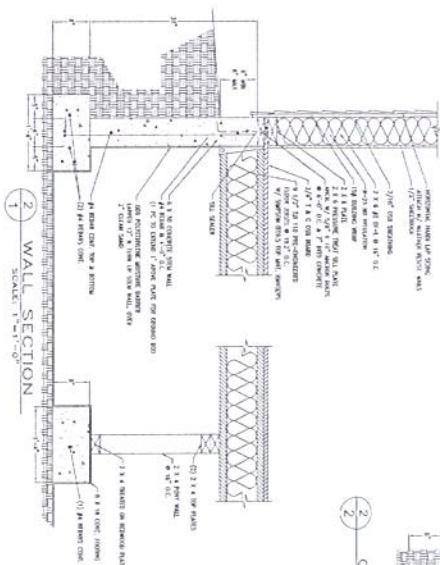
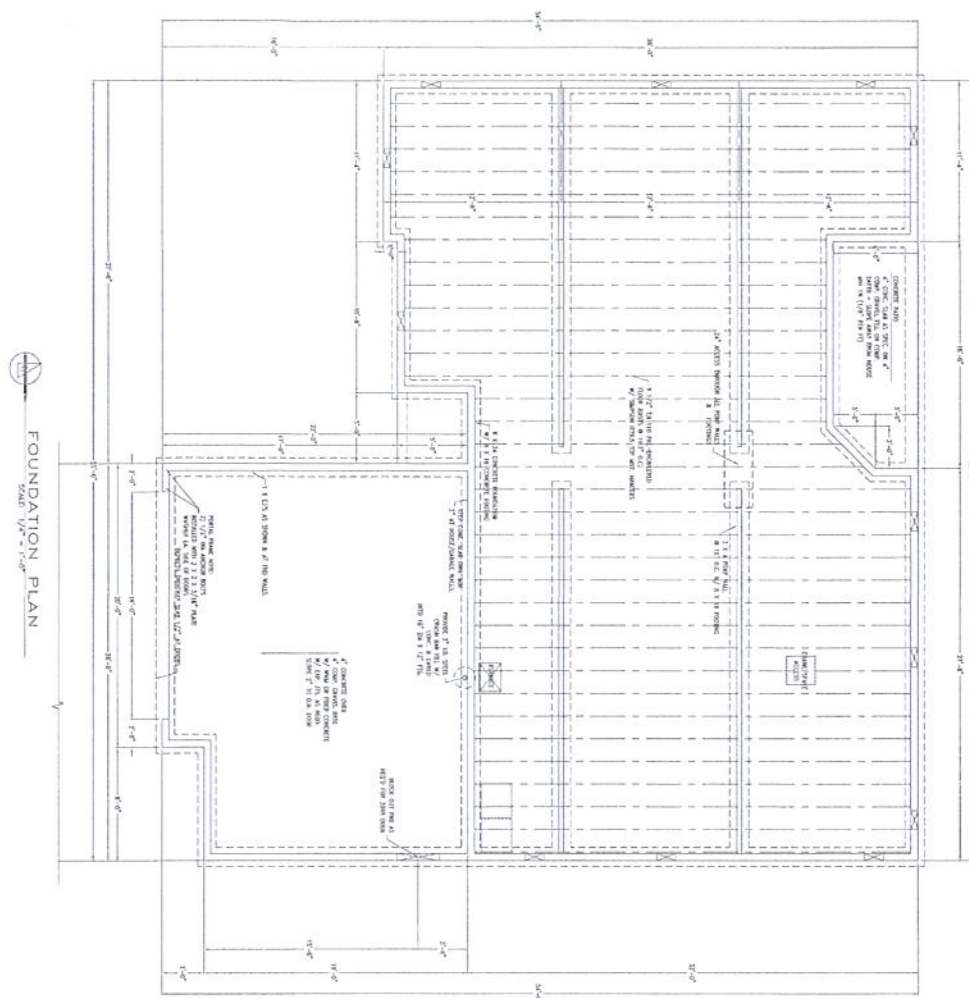
FOR: [Signature]

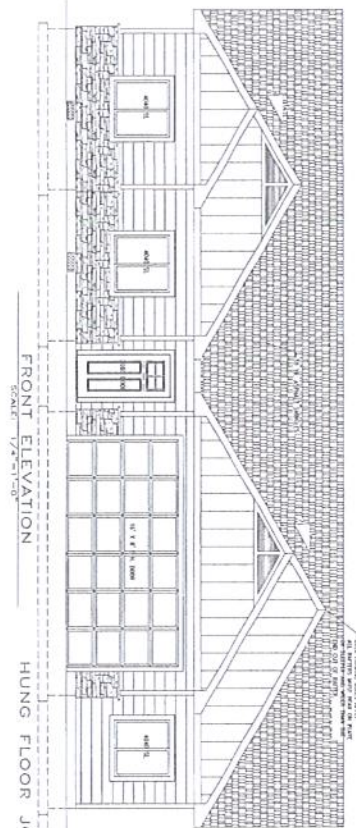
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LOCATION: [Signature]

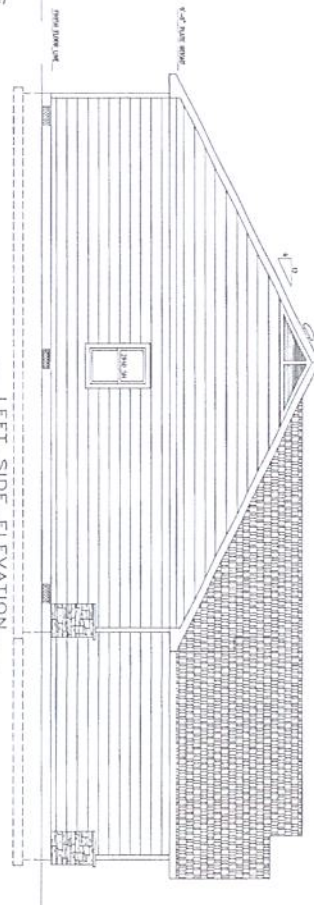
DATE: 10/1/2020

BY: [Signature]

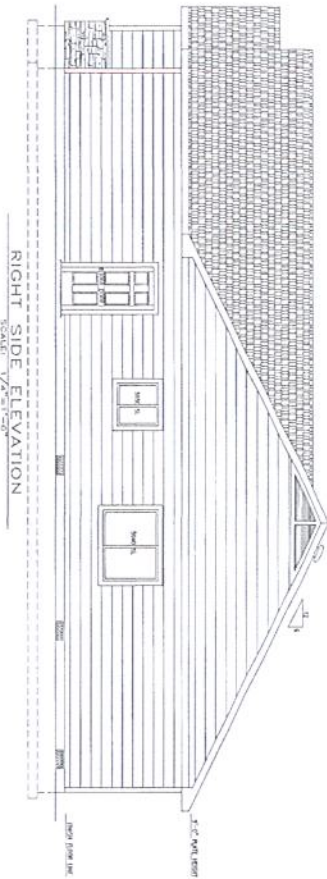




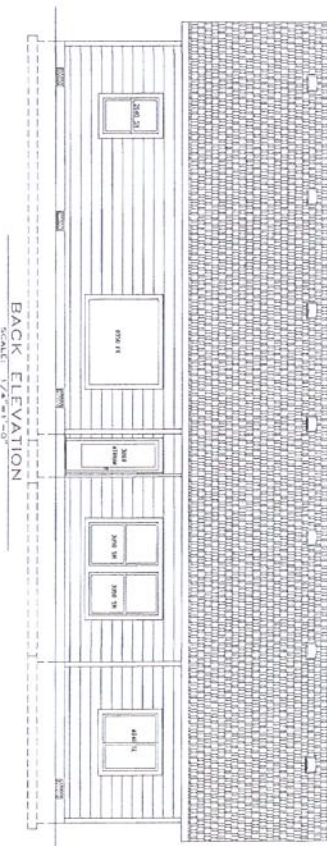
FRONT ELEVATION
SCALE 1/8"=1'-0"



LEFT SIDE ELEVATION
SCALE 1/8"=1'-0"



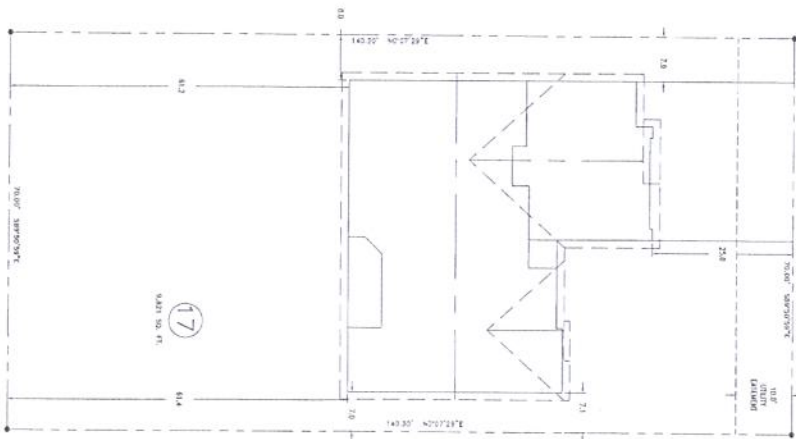
RIGHT SIDE ELEVATION
SCALE 1/8"=1'-0"



BACK ELEVATION
SCALE 1/8"=1'-0"

ELEVATIONS

SKOOKUM DRIVE



CURVE TABLE					
CURVE NO.	BEARS	DETA	UNION	UNION	BEARING CORO. CORO.
C1	20.00	89°01'40"	31.42	20.00	180°01'01" 1.2828
C2	18.50	87°29'27"	12.25	9.51	54°09'40" 16.43
C3	14.50	87°29'27"	8.78	56.47	88°24'30" 27.11
C4	14.50	115°04'40"	116.26	81.07	282°29'24" 10.23
C5	18.50	115°04'40"	11.23	8.31	58°24'55" 16.43
C6	20.00	89°01'40"	31.42	20.00	180°01'01" 1.2828

HARRAH HEIGHTS SUBDIVISION
OF THE S1/2 SW1/4, SET 1/4 NE1/4 AND THE SW1/4 NE1/4
OF SECTION 8, TOWNSHIP 18 S., RANGE 47 E., W.M.,
CITY OF ONTARIO, MALHEUR COUNTY, OREGON



VALLEY VIEW ESTATES
MAP 18547E08 DEED
INST. No. 958110

TL 1200
MAP 18547E08 DEED
INST. No. 958110

NE 1/4th COR. OF SECTION 8
MAP 18547E08 DEED
INST. No. 958110

HARPER HEIGHTS SUBDIVISION
of the S1/2 SW1/4 SE1/4 NE1/4 and the SW1/4 NE1/4
of Section 8, Township 18 S., Range 47 E., T18R,
City of Ontario, Malheur County, Oregon

C-E-NE 1/4th COR. OF SECTION 8
ROUND 5/8" DIA. BEARING P.S. 2316 AS PER
CORNER REC. INST. No. 18-47-0057

C-E-NE 1/4th COR. OF SECTION 8
ROUND 5/8" DIA. BEARING P.S. 2316 AS PER
CORNER REC. INST. No. 18-47-0057

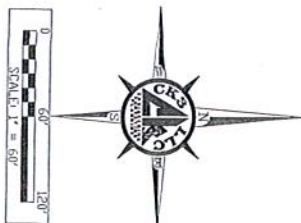
TL 1300
MAP 18547E08 DEED
INST. No. 2072-0088

TL 1200
MAP 18547E08 DEED
INST. No. 71488

SUNSET DRIVE

ALL LOTS 162,500
LOT 11 = 175,000

CURVE NO.	RADIUS	DELTA	LENGTH	TANGENT	BEARING CHORD	CHORD
C1	20.00	90°01'10"	31.42	20.00	N45°07'03"E	20.00
C2	16.50	53°29'27"	17.25	9.31	S23°09'40"E	16.50
C3	54.50	92°29'22"	87.08	54.50	N82°41'38"W	70.23
C4	54.50	115°34'40"	110.26	87.07	S65°20'24"E	92.39
C5	16.50	53°29'20"	17.25	9.31	S23°24'55"W	16.50
C6	20.00	89°58'44"	31.41	20.00	S44°23'00"E	20.00



RECORDS OF REFERENCE

PLAT 11-AT-10, P. 10-12
WASHINGTON BY ATLAS LAND SURVEYING, FIELD UNDER
COUNTY SURVEY NO. 1847-0969
SUNSHINE & ASSOCIATES, INC., FIELD UNDER COUNTY
SURVEY NO. 1847-0974

I, LANCE C. KING, HEREBY
CERTIFY THAT THIS IS AN EXACT
REPRODUCTION OF THE ORIGINAL

B-1312

NEW ZE WARD CITY
UTILITY PASSENGER

CERTIFICATE OF MALHEUR
COUNTY RECORDER
STATE OF OREGON
COUNTY OF MALHEUR } S.S.

Number of affidavits of witness, mapshippers or field find before otherwise.



CKS, LLC
ENGINEERING-SURVEYING & PLANNING
ONTARIO, OR 97931-4111
368 SW 5TH AVE. HERBESBORO, OR 97938
TEL: (503) 889-2074 FAX: (503) 889-2074
WEB: CKS-LLC.NET

RECEIVED
JANUARY 10, 2011
LANCE C. KING
614250

Received: _____
Filed: _____
Survey No. _____
Dwg. No. _____

MALHEUR COUNTY
SURVEYOR

LEGEND

- LOT LINE
- SUBDIVISION BOUNDARY
- BASEMENT LINE
- RIGHT-OF-WAY (R.O.W.)
- ROAD CENTER LINE
- SECTION LINE (SCL)
- DISTANCE LINE
- DATA OF RECORD
- CALCULATED DISTANCE
- MONUMENT AS NOTED
- SET 1/4" PER 1" BEARING
- WITH 1/4" PER 1" BEARING
- PER 1/4" PER 1" BEARING
- PER 1/4" PER 1" BEARING
- CALCULATED POINT

LEGEND

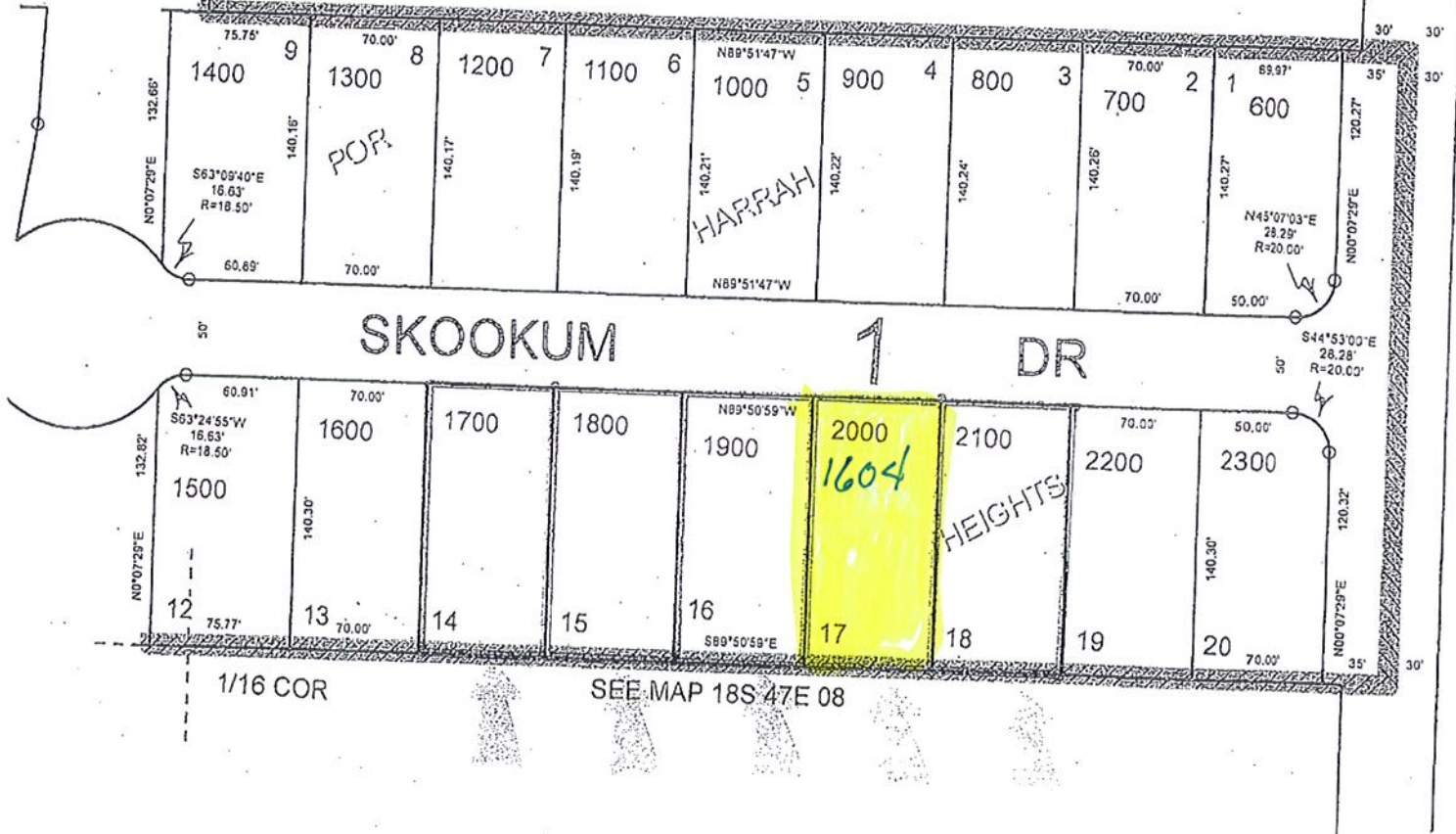
- LOT LINE
- SUBDIVISION BOUNDARY
- BASEMENT LINE
- RIGHT-OF-WAY (R.O.W.)
- ROAD CENTER LINE
- SECTION LINE (SCL)
- DISTANCE LINE
- DATA OF RECORD
- CALCULATED DISTANCE
- MONUMENT AS NOTED
- SET 1/4" PER 1" BEARING
- WITH 1/4" PER 1" BEARING
- PER 1/4" PER 1" BEARING
- PER 1/4" PER 1" BEARING
- CALCULATED POINT

500
4.81 AC



Compliments of
MALHEUR COUNTY
TITLE COMPANY INC
Map No. 184708AD
Tax Lot 1700 - 2100
This sketch is furnished
to assist in property
location and the company
assumes no liability
for inaccuracies.

SUNSET





**AGENDA REPORT
NEW BUSINESS
May 24, 2022**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: **HOUSING INCENTIVE PROGRAM: RYWEST HOMES (50-2022)**

DATE: May 18, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE APPLICATION BY RYWEST HOMES AT 1566 SKOOKUM DRIVE FOR THE ONTARIO HOUSING INCENTIVE PROGRAM IN THE AMOUNT OF \$10,000.

SUMMARY:

Rywest Homes submitted an application for \$10,000 from the Housing Incentive Program.

The property is located at 1566 Skookum Drive.

The Business Loan Committee is the reviewing and recommending authority for the City of Ontario Business Loan Fund and, as such, the Committee is tasked with reviewing and providing a recommendation to the City Council on all applications submitted for loan requests and housing incentive payments. The City Council is the final authority for approval of the applications. The City Manager, Finance Director, and Community Development Director are responsible for ensuring all requirements are met prior to payment of the approved application.

BACKGROUND:

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

CURRENT SITUATION:

Rywest Homes Inc is requesting approval of their application for the \$10,000.00 incentive for a new home to be located at 1566 Skookum Drive, being Tax Lot 18, Harrah Heights Subdivision. The proposed dwelling will be 1627 square feet with two (2) bathrooms and a two (2) car garage. The application was deemed to be complete by the Community Development Director, meeting or exceeding the minimum requirements of Section 11 of the Business Loan Fund

Code and was forwarded to the Committee for their review and recommendation. The Business Loan Fund Committee recommended the loan for approval by the Council on April 27, 2022.

ANALYSIS:

- A. **STRATEGIC PLAN** The Housing Incentive Program promotes the Growth and Desirability goals of the Ontario Strategic Plan. It specifically addresses the activities of building a variety of housing options and adding fill-in housing.
- B. **FINANCIAL** If approved, the city would pay the funds from the Business Loan Fund. The \$10,000.00 would be paid back to the fund through the city's portion of the property taxes collected on the property and dwelling approved under this application.
- C. **TIMING** Time is of the essence on this application as the applicant wants to pull a building permit and start construction as soon as they receive their approval.
- D. **POLICY/LEGAL** The Business Loan Fund Committee makes recommendations to the City Council. If the City Council approves the action, the City Manager will have the agreement signed by all parties authorizing the Building Department to issue a permit under this agreement.

ALTERNATIVES:

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

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

RECOMMENDATION:

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

ATTACHMENTS:

1. Incentive_Application_50-2022_Rywest_Homes



RECEIVED
4-14-22

City of Ontario, Oregon Housing Incentive Program Checklist

Applicant: Rywest Homes Inc Date: 3-29-22

Site Address or Tax Lot: 1566 Skookum Drive Ontario

Application Number: 50-2022 (City Use Only)

Application Information: (Applicant or Staff)

- ☒ Completed Application Signed & Dated: [Signature]
- ☒ Documentation showing funding: N/A
- ☒ Within City Limits
- ☐ In Urban Growth Boundary Annexation Application filed: N/A
- ☐ Floor Plan or description describing minimum square footage:
 - 1. House Square footage: 1627
 - 2. Number of Baths: 2
 - 3. Size of Garage: 536
- ☐ Description of Property of Home:
 - 1. Tax Lot map & Number: 2100 184708 AD
 - 2. Copy of Deed: Pending - Prelin.
 - 3. Or written description: _____
- ☒ Completed W-9 Taxpayer Form.

Process Completed: (Staff Use Only below)

- ☒ PDAC (if Required) date Completed: N/A 4-15-22
- ☒ Community Development Director approval date: [Signature]
- ☐ Forwarded to Business Loan Fund Committee: _____
- ☐ BLF Committee forwards recommendation to City Manager: _____
- ☐ City Council Approval or Denial: _____
- ☐ City Manager signs application signifying Council Approval: _____
- ☐ Application submitted to Finance for tracking: _____
- ☐ Certificate of Occupancy issued (within 2 yrs. of Council approval): _____
- ☐ Proof of Owner Occupancy (must be within 1 yr. of C of O): _____
- ☐ Payment made to Owner: _____

SINGLE FAMILY GENERAL NOTES:

GENERAL
 1. All work shall be in accordance with the latest edition of the International Building Code (IBC) and the International Residential Code (IRC) as published by the International Code Council (ICC).
 2. The contractor shall be responsible for obtaining all necessary permits and for complying with all applicable local, state and federal regulations.
 3. The contractor shall be responsible for the quality of all work and for the safety of all workers.
 4. The contractor shall be responsible for the protection of all existing structures and utilities.
 5. The contractor shall be responsible for the disposal of all waste materials.
 6. The contractor shall be responsible for the cleanup of all construction materials and equipment.
 7. The contractor shall be responsible for the completion of all work within the specified time frame.
 8. The contractor shall be responsible for the payment of all subcontractors and suppliers.
 9. The contractor shall be responsible for the maintenance of all records and documents.
 10. The contractor shall be responsible for the coordination of all work with the owner and architect.

FOUNDATION
 1. Foundation shall be in accordance with the latest edition of the International Building Code (IBC) and the International Residential Code (IRC) as published by the International Code Council (ICC).
 2. The foundation shall be constructed of concrete and shall be reinforced with steel reinforcement bars (rebar).
 3. The foundation shall be constructed on a compacted gravel base.
 4. The foundation shall be constructed to support the full load of the structure above it.
 5. The foundation shall be constructed to resist lateral forces from wind and seismic loads.
 6. The foundation shall be constructed to resist settlement and differential settlement.
 7. The foundation shall be constructed to resist corrosion and deterioration.
 8. The foundation shall be constructed to resist fire and other hazards.
 9. The foundation shall be constructed to resist all other loads and forces.
 10. The foundation shall be constructed to meet all applicable codes and standards.

WALLS
 1. Walls shall be in accordance with the latest edition of the International Building Code (IBC) and the International Residential Code (IRC) as published by the International Code Council (ICC).
 2. The walls shall be constructed of masonry or concrete block and shall be finished with stucco or plaster.
 3. The walls shall be constructed to support the full load of the structure above it.
 4. The walls shall be constructed to resist lateral forces from wind and seismic loads.
 5. The walls shall be constructed to resist settlement and differential settlement.
 6. The walls shall be constructed to resist corrosion and deterioration.
 7. The walls shall be constructed to resist fire and other hazards.
 8. The walls shall be constructed to resist all other loads and forces.
 9. The walls shall be constructed to meet all applicable codes and standards.
 10. The walls shall be constructed to meet all applicable codes and standards.

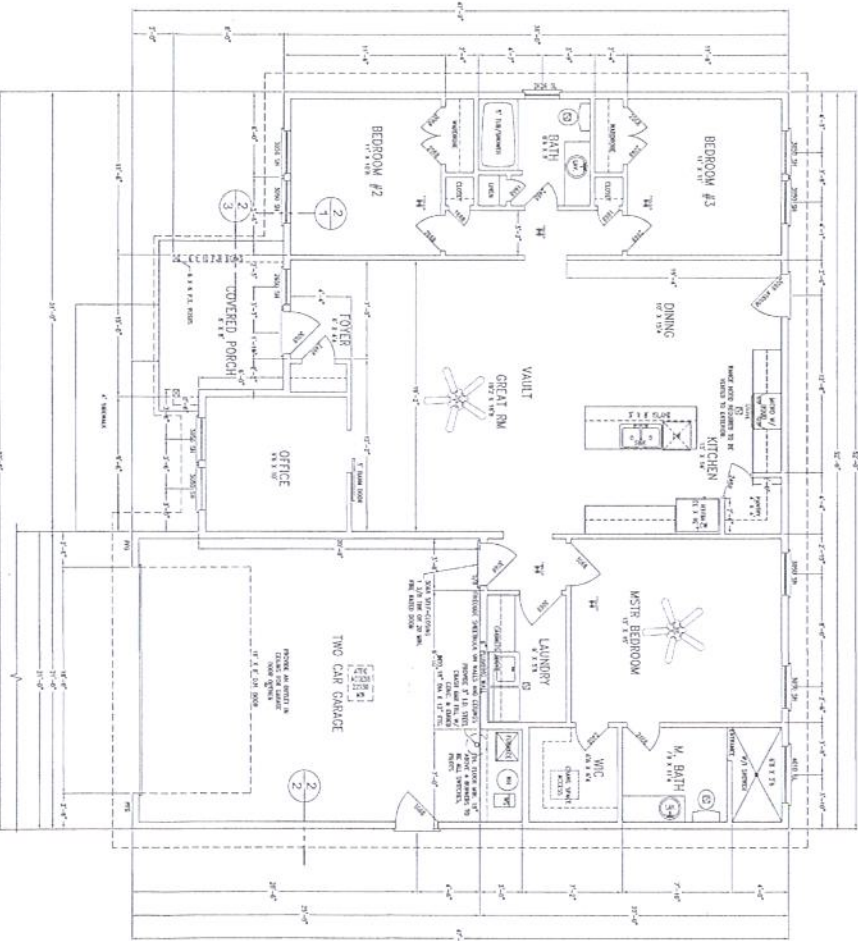
FLOORING
 1. Flooring shall be in accordance with the latest edition of the International Building Code (IBC) and the International Residential Code (IRC) as published by the International Code Council (ICC).
 2. The flooring shall be constructed of wood or concrete and shall be finished with a suitable material.
 3. The flooring shall be constructed to support the full load of the structure above it.
 4. The flooring shall be constructed to resist lateral forces from wind and seismic loads.
 5. The flooring shall be constructed to resist settlement and differential settlement.
 6. The flooring shall be constructed to resist corrosion and deterioration.
 7. The flooring shall be constructed to resist fire and other hazards.
 8. The flooring shall be constructed to resist all other loads and forces.
 9. The flooring shall be constructed to meet all applicable codes and standards.
 10. The flooring shall be constructed to meet all applicable codes and standards.

CEILING
 1. Ceiling shall be in accordance with the latest edition of the International Building Code (IBC) and the International Residential Code (IRC) as published by the International Code Council (ICC).
 2. The ceiling shall be constructed of wood or concrete and shall be finished with a suitable material.
 3. The ceiling shall be constructed to support the full load of the structure above it.
 4. The ceiling shall be constructed to resist lateral forces from wind and seismic loads.
 5. The ceiling shall be constructed to resist settlement and differential settlement.
 6. The ceiling shall be constructed to resist corrosion and deterioration.
 7. The ceiling shall be constructed to resist fire and other hazards.
 8. The ceiling shall be constructed to resist all other loads and forces.
 9. The ceiling shall be constructed to meet all applicable codes and standards.
 10. The ceiling shall be constructed to meet all applicable codes and standards.

DOOR/Windows
 1. Doors and windows shall be in accordance with the latest edition of the International Building Code (IBC) and the International Residential Code (IRC) as published by the International Code Council (ICC).
 2. The doors and windows shall be constructed of wood or metal and shall be finished with a suitable material.
 3. The doors and windows shall be constructed to support the full load of the structure above it.
 4. The doors and windows shall be constructed to resist lateral forces from wind and seismic loads.
 5. The doors and windows shall be constructed to resist settlement and differential settlement.
 6. The doors and windows shall be constructed to resist corrosion and deterioration.
 7. The doors and windows shall be constructed to resist fire and other hazards.
 8. The doors and windows shall be constructed to resist all other loads and forces.
 9. The doors and windows shall be constructed to meet all applicable codes and standards.
 10. The doors and windows shall be constructed to meet all applicable codes and standards.

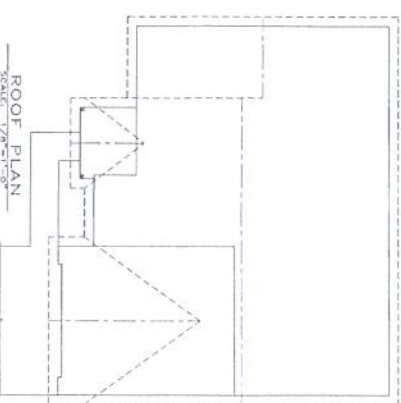
MECHANICAL
 1. Mechanical systems shall be in accordance with the latest edition of the International Building Code (IBC) and the International Residential Code (IRC) as published by the International Code Council (ICC).
 2. The mechanical systems shall be constructed of metal and shall be finished with a suitable material.
 3. The mechanical systems shall be constructed to support the full load of the structure above it.
 4. The mechanical systems shall be constructed to resist lateral forces from wind and seismic loads.
 5. The mechanical systems shall be constructed to resist settlement and differential settlement.
 6. The mechanical systems shall be constructed to resist corrosion and deterioration.
 7. The mechanical systems shall be constructed to resist fire and other hazards.
 8. The mechanical systems shall be constructed to resist all other loads and forces.
 9. The mechanical systems shall be constructed to meet all applicable codes and standards.
 10. The mechanical systems shall be constructed to meet all applicable codes and standards.

ELECTRICAL
 1. Electrical systems shall be in accordance with the latest edition of the International Building Code (IBC) and the International Residential Code (IRC) as published by the International Code Council (ICC).
 2. The electrical systems shall be constructed of metal and shall be finished with a suitable material.
 3. The electrical systems shall be constructed to support the full load of the structure above it.
 4. The electrical systems shall be constructed to resist lateral forces from wind and seismic loads.
 5. The electrical systems shall be constructed to resist settlement and differential settlement.
 6. The electrical systems shall be constructed to resist corrosion and deterioration.
 7. The electrical systems shall be constructed to resist fire and other hazards.
 8. The electrical systems shall be constructed to resist all other loads and forces.
 9. The electrical systems shall be constructed to meet all applicable codes and standards.
 10. The electrical systems shall be constructed to meet all applicable codes and standards.



FLOOR PLAN
 SCALE: 1/8" = 1'-0"

1827 SQ. FT.
 536 SQ. FT. GARAGE



ROOF PLAN
 SCALE: 1/8" = 1'-0"

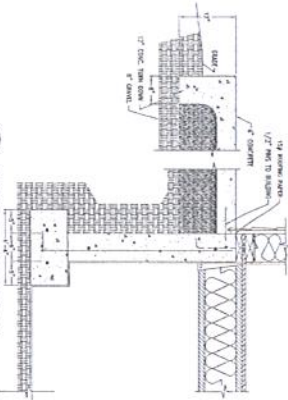
- NOTE:
 1. HEADER & EXPANDED
 W/ TRUSS MFG.
 2. Manual J is provided by
 HVAC tech.

Rywest Homes Inc.
 DESIGN-BUILD

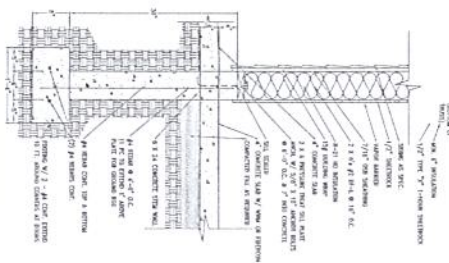
NOTES:
 1. ENERGY PATH
 2. ENERGY PATH
 3. ENERGY PATH
 4. ENERGY PATH
 5. ENERGY PATH
 6. ENERGY PATH
 7. ENERGY PATH
 8. ENERGY PATH
 9. ENERGY PATH
 10. ENERGY PATH

WARRANTY, DISCLAIMER
 1. Rywest Homes Inc. warrants that the construction of the home shall be in accordance with the latest edition of the International Building Code (IBC) and the International Residential Code (IRC) as published by the International Code Council (ICC).
 2. Rywest Homes Inc. warrants that the construction of the home shall be completed within the specified time frame.
 3. Rywest Homes Inc. warrants that the construction of the home shall be completed within the specified budget.
 4. Rywest Homes Inc. warrants that the construction of the home shall be completed within the specified quality standards.
 5. Rywest Homes Inc. warrants that the construction of the home shall be completed within the specified safety standards.
 6. Rywest Homes Inc. warrants that the construction of the home shall be completed within the specified environmental standards.
 7. Rywest Homes Inc. warrants that the construction of the home shall be completed within the specified social standards.
 8. Rywest Homes Inc. warrants that the construction of the home shall be completed within the specified economic standards.
 9. Rywest Homes Inc. warrants that the construction of the home shall be completed within the specified cultural standards.
 10. Rywest Homes Inc. warrants that the construction of the home shall be completed within the specified spiritual standards.

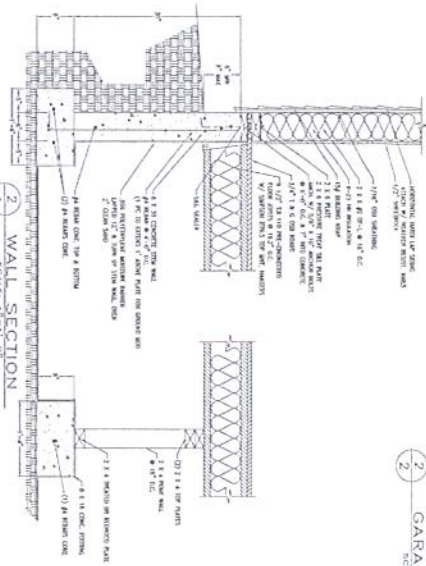
3 PORCH SECTION SCALE 1/8" = 1'-0"



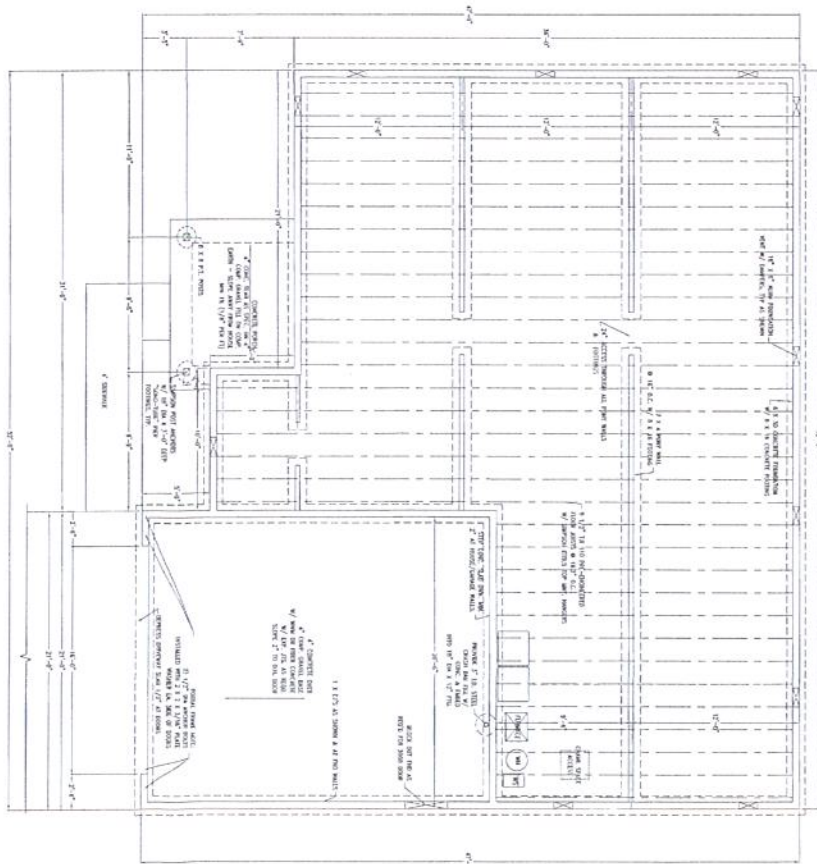
2 GARAGE SECTION SCALE 1/8" = 1'-0"

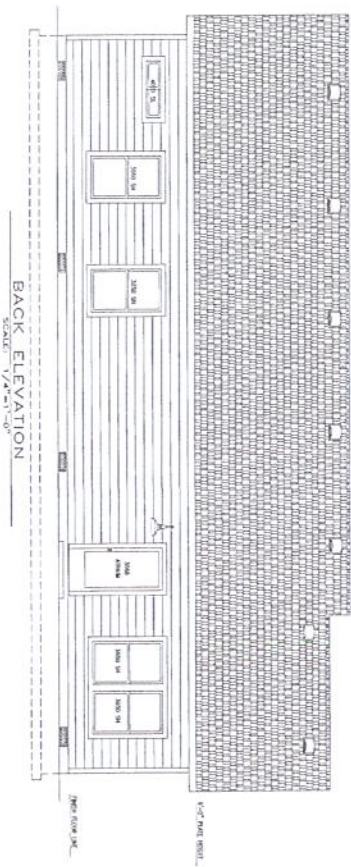
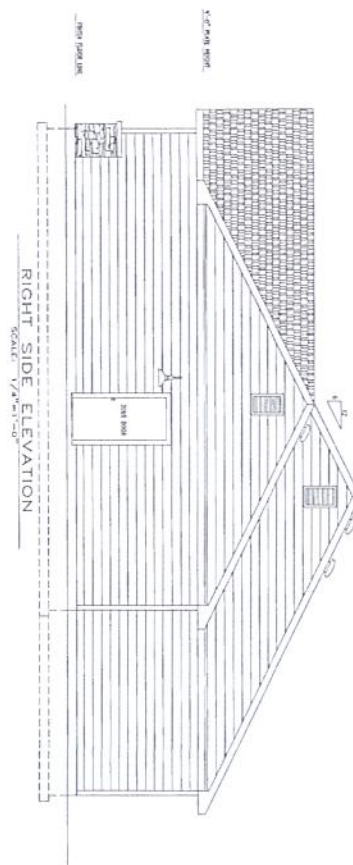
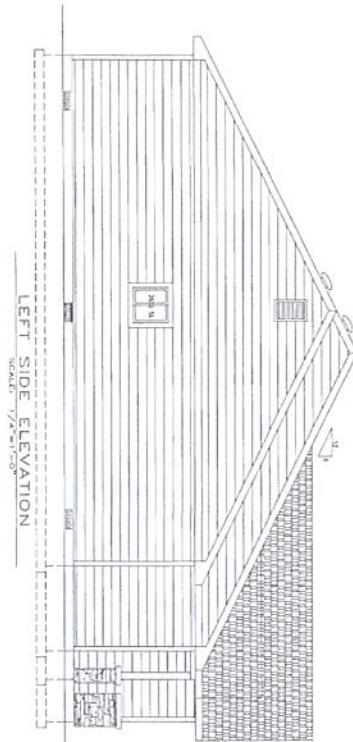
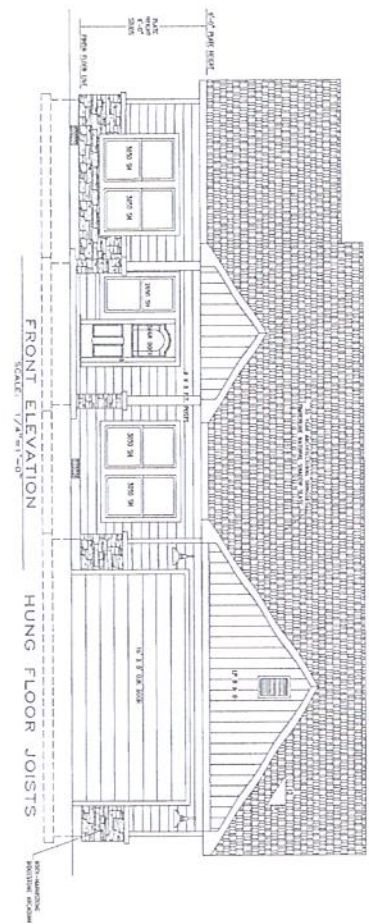


1 WALL SECTION SCALE 1/8" = 1'-0"



FOUNDATION PLAN SCALE 1/8" = 1'-0"





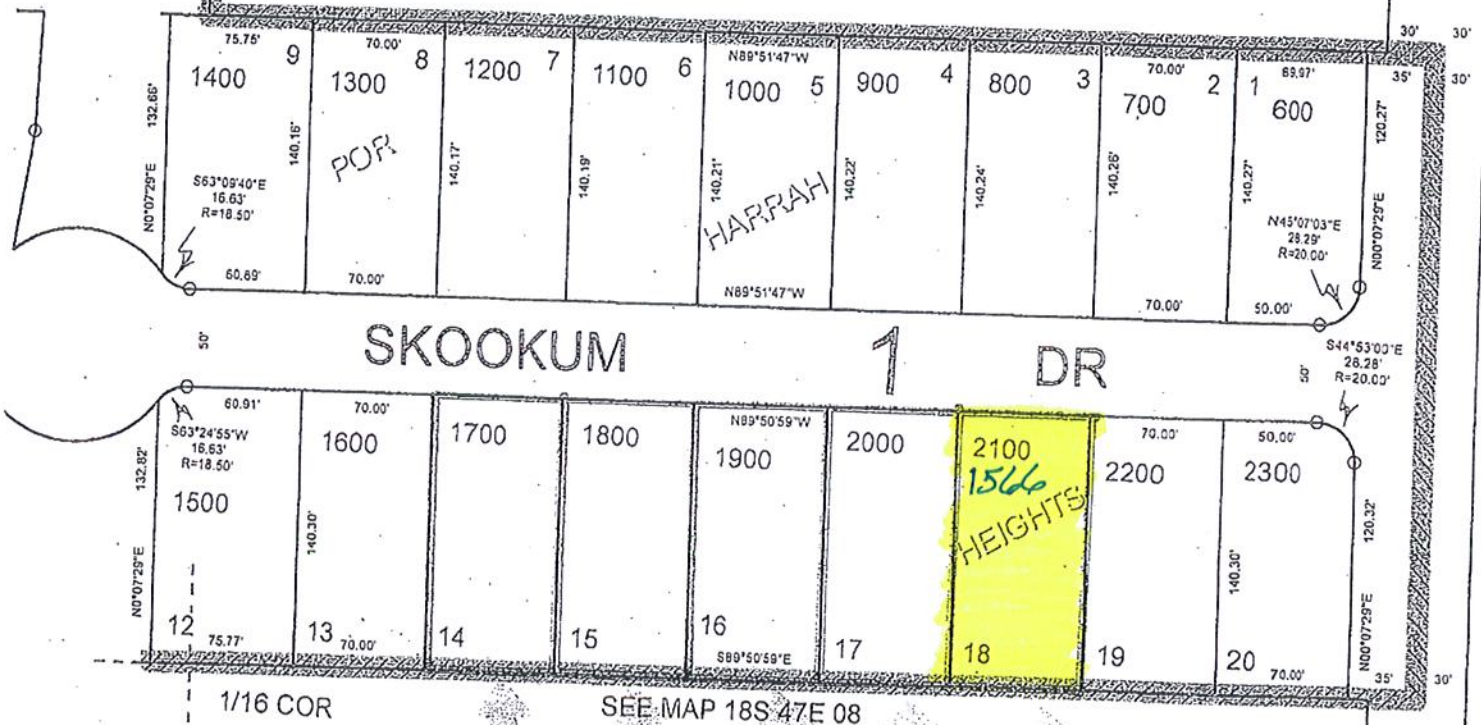
[illegible]

Architectural floor plan of a building. The plan shows a rectangular structure with a central corridor and several rooms. Dimensions are provided in feet and inches (e.g., 10'-0", 12'-0", 14'-0"). Labels include "18" (likely a room or section number), "WALL NO. 11", and "WALL NO. 12". The plan is oriented with a north arrow pointing towards the top right.

	FOR TIN DAVIS-RYWEST CONSTRUCTION 100 BROWN HIGHLAND RD SW ALBUQUERQUE, NM 87102 505-625-9122	PLOT PLAN SCALE: 1"=40'	DRAW BY: Kelly Brattigton - E-CAD, Inc. Computer Aided Drafting Services Olaton, OR 97574 - Phone: (541) 889-3535	
DATE: 8-16-2011				

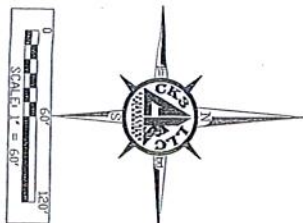


TESTS



RECORDS OF REFERENCE

WASHINGTON BY ATLAS LAND SURVEYING, FILED UNDER COUNTY SURVEY NO. 18-47-0069.
RECORD OF SURVEY, FOR MALHEUR COUNTY ORIGIN BY SPANIER & ASSOCIATES, INC., FILED UNDER COUNTY SURVEY NO. 18-47-0774.



CURVE TABLE						
	CURVE NO.	RAIUS	DELTA	LEADING	TRAILING	BEARING ANGLE
	C1	20.00	89.01°10'	31.42	70.60	145.07°40'E
	C2	18.50	53.25°29'	17.25	9.41	56.30°00'E
	C3	54.50	92.29°22'	87.58	56.92	118.2°13.87W
	C4	54.50	115.54°40'	112.26	87.07	50.55°20.84'E
	C5	18.50	53.25°29'	17.25	9.41	56.30°44.95W
	C6	20.00	89.03°44'	31.41	70.60	54.45°53.09'E

ALL LOTS 122,500
LOT 11 - 175,000

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

By _____
MALHEUR COUNTY
SURVEYOR

RECEIVED
MAY 10, 2011
KINCE CLAIRING
61420

Filed: _____
Survey No. _____
Dwg. No. _____

CK3, LLC
ENGINEERING-SURVEYING & PLANNING

ONTARIO
368 SW 5TH AVE.
ONTARIO, OR 97914
PHONE (541) 859-5411
FAX (541) 889-2074

HERMISTON
945 W. ORCHARD AVE.
HERMISTON, OR 97128
PHONE (541) 587-2232
FAX (541) 587-2233

CERTIFICATE OF MALHEUR
COUNTY RECORDER
STATE OF OREGON } S.S.
COUNTY OF MALHEUR }

Number of affidavits of vendor, mortgage or trust deed holder attached:

PLATE 15: 4155

NEW 32' WIDE CITY
UTILITY EASEMENT[illegible]

B-1312

I, LANCE C. KING, HEREBY CERTIFY THAT THIS IS AN EXACT REPRODUCTION OF THE ORIGINAL.



**AGENDA REPORT
NEW BUSINESS
May 24, 2022**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: **RESOLUTION #2022-119: BLM AMENDMENT #3 RE IMPROVEMENTS**

DATE: May 18, 2022

PROPOSED MOTION:

MOTION # 1: I MOVE THE CITY COUNCIL AUTHORIZE THE CITY MANGER TO SIGN THE BLM LEASE AMENDMENT #3.

MOTION # 2: I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2022-119: A SUPPLEMENTAL BUDGET TO APPROPRIATE FUNDING FOR BLM LEASEHOLD IMPROVEMENTS.

SUMMARY:

The BLM needs a backup generator for the property they lease from the city, which requires improvements to the electrical system in the city building. The BLM is providing the backup generator, but the work on the electrical system will be done by the city. Once all the work is completed, the BLM will reimburse the city for the cost to install the electrical work at the building at a not to exceed cost of \$12,584.90.

BACKGROUND:

In 2015, the city entered into a 20 year lease (June 1, 2015 through May 31, 2035) for property on the Ontario Muncipal Airport for their SEAT (Single Engine Aircraft Tanker) plane fire fighting operations. Under this lease, the city is responsible for normal maintenance of the building, but any improvements needed by the BLM are to be paid for by the BLM. In the past there have been two other lease amendments for improvements required by the BLM.

CURRENT SITUATION:

The BLM is needing to install a backup generator in order to insure no interruption of operations during the fire season at the SEAT base. The BLM is providing the portable generator, but the new wiring required for the generator for the city building needs to be provided by the city with reimbursement from BLM after the work is completed. As instructed by the previous City Manager, Adam Brown, the BLM received a bid from Vale Electric to install the required wiring in the amount of \$12,584.90. The work will be supervised by the Ontario

Public works department and Vale electric will be required to get an electrical permit through the Mallheur County Building Department, who provides the electrical permits within the City of Ontario.

To provide the needed improvements, funding is required in the amount of \$12,584.90 and Lease Amendment #3 needs to be approved.

ANALYSIS:

- A. **STRATEGIC PLAN** There is no strategic plan impact.
- B. **FINANCIAL** The city will pay for the costs upfront and then the BLM will reimburse the city.
- C. **TIMING** Timing is of the essence, as this work needs to be completed before the fire season starts.
- D. **POLICY/LEGAL** The City Council is required to approve lease amendments and resolutions.

ALTERNATIVES:

The Council could choose not to approve the funding of the project and the BLM would need to find an alternative method of providing backup power during a power outage.

RECOMMENDATION:

Staff recommends the City Council approve Resolution #2022-119 and authorize the City Manager to sign the Lease Amendment #3.

ATTACHMENTS:

- 1. OR, Ontario L16PL00007 Lease Amendment 3 - Generator v4
- 2. Resolution #2022-119 BLM Improvements

DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. L16PL00007
ADDRESS OF PREMISES: 581 SW 33 rd Street Ontario, OR 97914	Page 1 of 2 and EXHIBIT B: 3 Pages

THIS AMENDMENT is made and entered into between **Ontario Municipal Airport**, whose address is **444 SW 4th Street, Ontario, OR 97914**, hereinafter called the **LESSOR** and the UNITED STATES OF AMERICA, hereinafter called **GOVERNMENT**, hereinafter jointly referred to as the "Parties":

WHEREAS the Parties hereto desire to amend the above Lease to provide for installation and upgrade of electrical service as more specifically described below.

NOW THEREFORE, these Parties for the consideration hereinafter mentioned, covenant and agree that the said Lease is amended, effective **April 25, 2022** as follows:

Lease Amendment No. 3 is issued to reflect the following revision(s):

- A. Incorporate Paragraph 19 into the Lease Agreement.
- B. Incorporate **Exhibit B: Scope of Work and Estimate into the Lease**.
- C. Identify a one-time lump sum payment for the work depicted under **Exhibit B** in an amount not to exceed **\$12,584.90**.

Therefore, effective April 25, 2022, Paragraph 19 and Exhibit B are incorporated into the Lease, as follows:

"19. LESSOR hereby agrees to provide all labor, equipment and materials for the installation of upgrades to electrical service on the Leased Premises as described more specifically in the attached **Exhibit B: Scope of Work and Estimate into the Lease**. "

Continued on Page 2 of 2 and Exhibit B

IN WITNESS WHEREOF, the Parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____

Name: _____

Title: _____

Ontario Municipal Airport

Date: _____

Barbra A. Burns-Fink

Lease Contracting Officer

Bureau of Land Management

Date: *See digital stamp above*

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

GOVERNMENT agrees to reimburse LESSOR with a one-time lump sum payment not to exceed **\$12,584.90** upon completion, inspection, and acceptance of the work by Ryan Bates, Bureau of Land Management. After acceptance of the work, Lessor will submit an acceptable itemized invoice through Ryan Bates, who will submit the invoice to the Lease Contracting Officer for payment through the System for Award Management (SAM.gov)”

All other terms and conditions of the lease shall remain in full force and effect.

No further text this page.

LESSOR _____ GOV _____

Exhibit B:
Scope of Work and Estimate
Bureau of Land Management
Ontario Municipal Airport

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- C.1.0 GENERAL: The Lessor shall supply and install all required automatic transfer switches and associated electrical connections to accommodate a 25 Kilowatts, towable, diesel generator (by others) to supply emergency backup power to the BLM Single Engine Air Tanker (SEAT) Base.
- C.1.1 Description of Work: The Lessor shall provide all labor, equipment, and materials necessary to install one(1) 200 Amp automatic transfer switch, one(1) 200 Amp pin and sleeve connector male/female, and all necessary wiring and conduit for connection to an existing electrical service panel. Work shall include installation of conduit and wiring, making all electrical connection, and installation of required grounding and lightning protection where necessary.
- C.1.2 LOCATION: Work site is located at the Ontario Municipal Airport, 581 SW 33rd St., Ontario, OR. 97914.
- C.1.3 SAFETY: The Lessor shall strictly adhere to all applicable Federal and State Safety regulations and local building codes.
- C.2.0 DEFINITIONS: None
- C.3.0 LESSOR-FURNISHED ITEMS: The Lessor shall furnish all labor, materials, supplies, and equipment necessary to perform the work specified.
- C.4.0 GOVERNMENT FURNISHED ITEMS (GFI): 25 Kilowatts, towable, diesel generator.
- C.5.0 SPECIFIC TASKS
- C.5.1 Lessor shall supply and install one(1) 200 Amp automatic transfer switch in accordance with National Electrical Code (NEC) and local building code requirements.
- C.5.2 Location shall be as indicated on the plan drawing.
- C.5.3 Lessor shall supply and install one(1) 200 Amp pin and sleeve connector male and female in accordance with National Electrical Code (NEC) and local building code requirements. Location shall be as indicated on the plan drawing.

LESSOR _____ & GOV _____

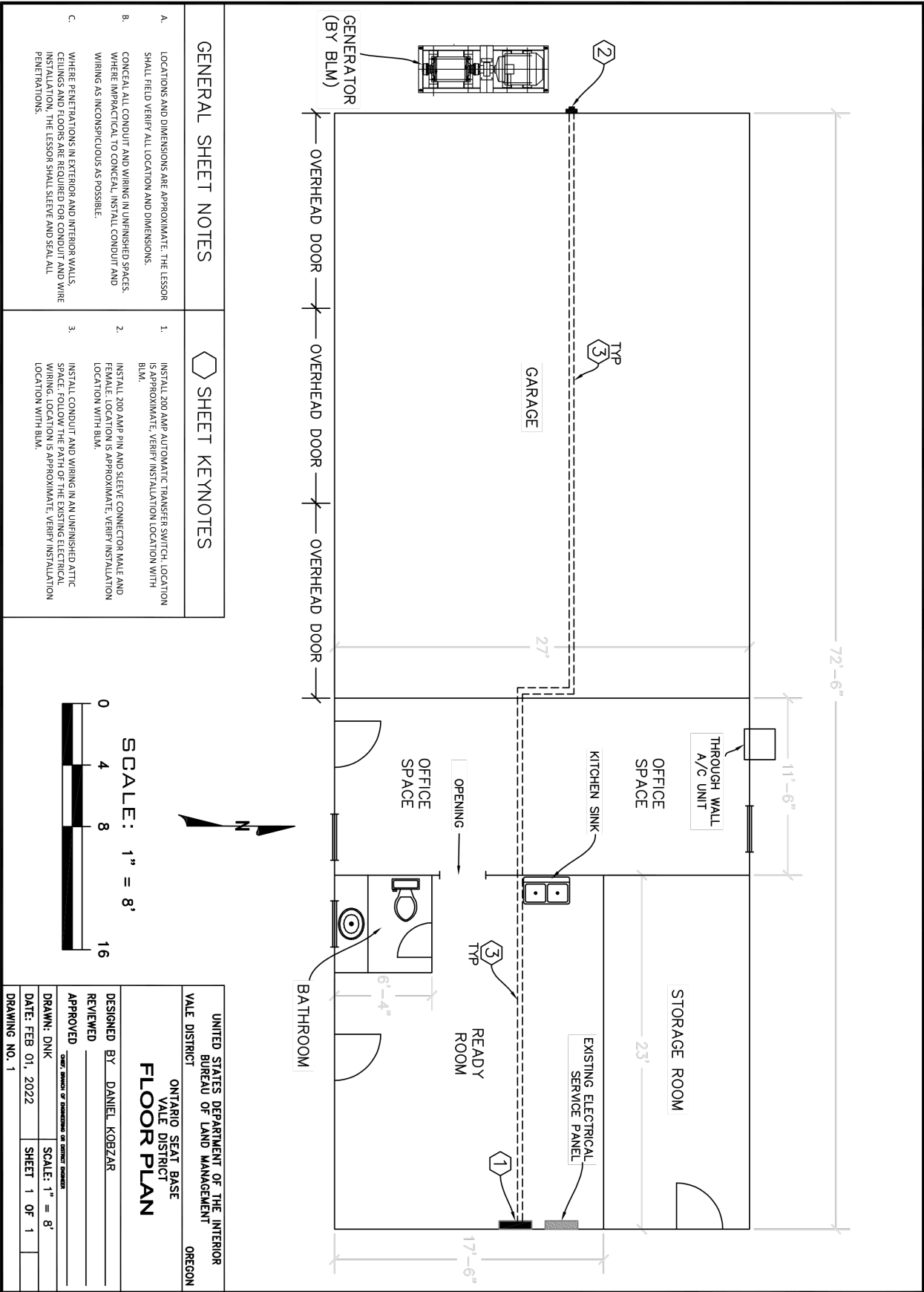
C.5.4 Lessor shall supply and install all necessary conduit, wiring, electrical connections, and other appurtenances to connect generator to the automatic transfer switch and to the existing electrical service panel. Work shall be completed in accordance with National Electrical Code (NEC) and local building code requirements and shall be installed at the locations indicated on the plan drawing.

C.5.5 Lessor shall supply and install all necessary ground wiring and ground rods to ensure proper grounding and lightning protection of the electrical system.

Data Release ^{10/25} Independent Government Estimate										
Quantity	Description	Unit	Material	Labor	Equipment	Total Unit Cost	Contractor Profit and Overhead 25%	Location Remoteness Adjustment Factor 10%	Contingency 15%	Total Cost
12	1 1/4" x 10 ft Electrical Metal Conduit	Ea.	\$ 32.98			\$ 395.76	\$ 98.94	\$ 39.58	\$ 59.36	\$ 593.64
1	200 Amp Automatic Transfer Switch	Ea.	\$1,259.00			\$ 1,259.00	\$ 314.75	\$ 125.90	\$ 188.85	\$ 1,888.50
12	1 1/4" set screw connector	Ea.	\$ 2.46			\$ 29.52	\$ 7.38	\$ 2.95	\$ 4.43	\$ 44.28
12	1 1/4" set screw connector	Ea.	\$ 2.48			\$ 29.76	\$ 7.44	\$ 2.98	\$ 4.46	\$ 44.64
15	1 1/4" one hole strap	Ea.	\$ 2.64			\$ 39.60	\$ 9.90	\$ 3.96	\$ 5.94	\$ 59.40
2	1 1/4" conduit bodies	Ea.	\$ 14.28			\$ 28.56	\$ 7.14	\$ 2.86	\$ 4.28	\$ 42.84
1	200 amp pin and sleeve male and female	Ea.	\$1,677.43			\$ 1,677.43	\$ 419.36	\$ 167.74	\$ 251.61	\$ 2,516.15
30	2/4 conductor SO Cord	L.F.	\$ 11.37			\$ 341.10	\$ 85.28	\$ 34.11	\$ 51.17	\$ 511.65
2	Ground Rod	Ea.	\$ 17.48			\$ 34.96	\$ 8.74	\$ 3.50	\$ 5.24	\$ 52.44
2	Ground Rod Clamp	Ea.	\$ 3.27			\$ 6.54	\$ 1.64	\$ 0.65	\$ 0.98	\$ 9.81
15	#6 Bare Copper	L.F.	\$ 1.42			\$ 21.30	\$ 5.33	\$ 2.13	\$ 3.20	\$ 31.95
720	14 AWG THHN Copper Wire	L.F.	\$ 0.21			\$ 151.20	\$ 37.80	\$ 15.12	\$ 22.68	\$ 226.80
120	6 AWG THHN Copper Wire	L.F.	\$ 0.96			\$ 115.20	\$ 28.80	\$ 11.52	\$ 17.28	\$ 172.80
120	2 AWG THHN Copper Wire	L.F.	\$ 2.54			\$ 304.80	\$ 76.20	\$ 30.48	\$ 45.72	\$ 457.20
240	1 AWG THHN Copper Wire	L.F.	\$ 3.23			\$ 775.20	\$ 193.80	\$ 77.52	\$ 116.28	\$ 1,162.80
2	Electrical Permits and Inspections	Ea.	\$ 90.00			\$ 180.00	\$ 45.00	\$ 18.00	\$ 27.00	\$ 270.00
30	Electrician Helper	Hr.		\$ 40.00		\$ 1,200.00	\$ 300.00	\$ 120.00	\$ 180.00	\$ 1,800.00
30	Electrician Journeyman	Hr.		\$ 60.00		\$ 1,800.00	\$ 450.00	\$ 180.00	\$ 270.00	\$ 2,700.00
TOTAL CONSTRUCTION COST:										\$ 12,584.90

The attachment continues on the next page.

LESSOR _____ & GOV _____





RESOLUTION #2022-119

A SUPPLEMENTAL BUDGET TO APPROPRIATE FUNDING FOR BLM LEASEHOLD IMPROVEMENTS

- WHEREAS,** The BLM leases property from the city at the airport and the BLM is in need of a backup generator which will require electrical upgrades; **and**
- WHEREAS,** The BLM will reimburse the city for the cost to install the electrical work on at the building not to exceed a cost of \$12,584.90; **and**
- WHEREAS,** An amendment to the BLM lease is necessary to cover the cost of improvements; **and**
- WHEREAS,** The City desires to modify the 2021-2022 budget in order to appropriate funding for the leasehold improvements.

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

Line Item	Item Description	FY 21-22 Budget	Amount of Change	Adjusted Budget
AIRPORT FUND				
120-000-441410	BLM Lease	\$16,757	\$12,585	\$29,342
120-006-711000	Airport Improvements	\$ -	\$12,585	\$12,585

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 24th day of May 2022, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 24TH day of May, 2022.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
May 24, 2022**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: **RESOLUTION #2022-120 AND RESOLUTION #2022-121: ESTABLISH MAYBERRY SUBDIVISION HOUSING INCENTIVE PROGRAM PROCEDURES; ESTABLISH APPLICATION REVIEW COMMITTEE; TRANSFER FUNDS FOR PROGRAM**

DATE: May 16, 2022

PROPOSED MOTION:

- 1. I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2022-120, A RESOLUTION ESTABLISHING THE MAYBERRY HOUSING INCENTIVE PROGRAM.**
- 2. I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2022-121, A RESOLUTION APPROVING THE REALLOCATION OF FUNDS FROM THE STELLING PROPERTY FUND TO THE MAYBERRY HOUSING INCENTIVE FUND.**

SUMMARY:

At the April 26, 2022, Council meeting, the City Council gave the consensus to staff to create a Housing Incentive Program for a senior citizens 55-years and older project titled Mayberry Subdivision in the amount of \$80,000.00. They also directed staff to bring back a resolution to fund the project.

BACKGROUND:

The City of Ontario created a Housing Incentive Program for new housing within the city limits that established minimum square footages that exceed the size of homes that senior citizens desire. A developer has created a subdivision within the Ontario City Limits for senior citizens 55-years and older. The City Council desires to establish a Housing Incentive Program to help the senior citizens within the Ontario community.

CURRENT SITUATION:

The City Council has allocated \$80,000.00 towards the Mayberry Housing Project to be funded out of the Stelling property funds. The Mayberry Subdivision has established 34 new dwelling units within the subdivision, allowing for an incentive of \$2,352.94 per dwelling unit.

Staff has prepared Resolution #2022-120 which will establish the Mayberry Housing Incentive

program, along with the application process. Also presented for Council approval is proposed Resolution #2022-121, which will allocate the funding for the program.

ANALYSIS:

- A. **STRATEGIC PLAN** The proposed Housing Incentive Program meets the Council Strategic Plan for Growth and Desirability for the citizens of Ontario.
- B. **FINANCIAL** The program fund totals \$80,000.00, which is proposed to be paid out of the Stelling property sale funding.
- C. **TIMING** The Mayberry Subdivision is currently under construction and the developer hopes to begin pulling building permits in June; however, this program must be in place prior to issuing building permits.
- D. **POLICY/LEGAL** Both of the requested actions require resolutions; the Council is required to adopt resolutions.

ALTERNATIVES:

The Council could choose to table the action to a later meeting; however, this would possibly result in some homes not being able to apply for the incentive if those permits were issued prior to the program being approved.

RECOMMENDATION:

Staff recommends the Council approve Resolution #2022-120 and Resolution #2022-121, establishing the Mayberry Subdivision Housing Incentive Program and transferring funds to facilitate the program.

ATTACHMENTS:

- 1. Reso #2022-120 Mayberry Housing Incentive
- 2. Resolution #2022-121 Mayberry Housing Incentive (1)
- 3. Mayberry Housing Incentive Program Check List
- 4. Mayberry Housing Incentive_City of Ontario_Application Process
- 5. Agmt_Mayberry Sub_City of Ontario_5-17-22-final-digital fillable



RESOLUTION #2022-120

A RESOLUTION CREATING THE CITY OF ONTARIO MAYBERRY SUBDIVISION HOUSING INCENTIVE PROGRAM ALLOCATION PROCEDURES FOR A SENIOR CITIZEN 55 YEARS AND OLDER HOUSING PROJECT

- WHEREAS, The City of Ontario created a Housing Incentive Program for new housing within the city limits that established minimum square footages that exceed the size of homes that senior citizens desire; and
- WHEREAS, The City Council desires to establish a Housing Incentive Program to help the senior citizens within the Ontario community; and
- WHEREAS, A developer has created a subdivision within the Ontario City Limits for senior citizens 55 years and older; and
- WHEREAS, The City Council has allocated \$80,000.00 towards this Mayberry Housing Project; and
- WHEREAS, The Mayberry Subdivision has established 34 new dwelling units within the subdivision allowing for an incentive of \$2,352.94 per dwelling unit; and
- WHEREAS, The City Council hereby establishes the Mayberry Housing Incentive review committee consisting of three members; and
- WHEREAS, The City Council finds that the new home construction incentive program should be available only for homes that are not receiving other government subsidies.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council to hereby establish the following:

Section 1. Purpose: The purpose of the City of Ontario Mayberry Housing Incentive Program is to help finance a senior citizen new housing development.

Section 2. Applications: Applications shall be submitted to the Ontario Community Development Director. The applications shall contain all of the following information:

1. How the proposed project meets the purpose and criteria as set forth in this resolution; and
2. Information indicating that the development is within the Mayberry Subdivision; and
3. Information shall be submitted on the application provided by the Community Development Director.

The Community Development Director shall review the application for completeness and sufficiency. If the application is deemed complete, it will be forwarded to the Review Committee. The Committee, following review of the application, shall make one of the following recommendations to the City Council: approval; approval with conditions; or disapproval. The City Council shall make the final decision on each application.

Section 3. Review Committee. The Review Committee shall review all applications for the Mayberry Housing Incentive Program. The Committee shall be comprised of the following three (3) staff members: Community Development Director; Building Official; and Finance Director.

Section 4. Housing Incentive Program: The following conditions must be met for a project to be eligible for the Housing Incentive Program.

- a. The Housing Incentive application must be complete.
- b. The program is only eligible for new dwelling units constructed in the Mayberry Subdivision that are 400 square feet or greater, and either one hard surface off-street parking space for a single bedroom home or two off-street parking spaces for two or more bedroom homes.
- c. The project must be complete within 24 months of the application approval.
- d. The project must be permitted by the city and built by licensed, bonded, and insured contractors.
- e. The home must be within the city limits and in the senior citizen housing development known as Mayberry Subdivision.
- f. Incentive funds will be paid out at the Certificate of Occupancy.
- g. The agreement must be approved prior to permitting and construction.
- h. The home project must not be receiving any other state or federal governmental funding or subsidy (federal or state loan guarantees or tax credits are excluded).

Section 5. Modifications: The Ontario City Council may review all or part of this resolution and may make appropriate changes as necessary upon resolution of the City Council.

EFFECTIVE DATE: Effective immediately upon passage.

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

AYES:

NAYES:

ABSENT:

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

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



RESOLUTION #2022-121

A RESOLUTION TO APPROPRIATE FUNDING MAYBERRY HOUSING INCENTIVE

- WHEREAS,** The City Council gave the consensus to staff to create a Housing Incentive Program for the Mayberry Subdivision for senior citizens 55 years and older project; and
- WHEREAS,** The City will allocate \$80,000 to the Mayberry Subdivision Housing Incentive Program, which is \$2,352.94 per dwelling unit; and
- WHEREAS,** The funding will come from the Stelling property sale to support economic development; and
- WHEREAS,** The City desires to modify the 2021-2022 budget in order to appropriate funding for the Mayberry Housing Incentive Program.

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

Line Item	Item Description	FY 21-22 Budget	Amount of Change	Adjusted Budget
CAPITAL PROJECTS FUND – SPECIAL PROJECTS				
030-086-871000	Spec Project Contingency	\$385,336	(\$80,000)	\$305,336
030-086-614730	Mayberry Housing Incentive	\$ -	\$80,000	\$80,000

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 24th day of May 2022, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 24TH day of May, 2022.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



City of Ontario, Oregon
Mayberry Subdivision
Housing Incentive Program Checklist

Applicant: _____ **Date:** _____

Site Address or Tax Lot: _____

Application Number: _____ (City Use Only)

Application Information: (Applicant or Staff)

- ☐ Completed Application Signed & Dated: _____
- ☐ Documentation showing funding: _____
- ☐ Within the Mayberry Subdivision a 55 year of age or older senior housing project.
- ☐ Floor Plan or description describing minimum square footage:
 - 1. House Square footage: _____
 - 2. Size of Garage: _____
- ☐ Description of Property of Home:
 - 1. Tax Lot map & Number: _____
 - 2. Copy of Deed: _____
 - 3. Or written description: _____
- ☐ Completed W-9 Taxpayer Form.

Process Completed: (Staff Use Only below)

- ☐ PDAC (if Required) date Completed: _____
- ☐ Community Development Director approval date: _____
- ☐ Forwarded to Review Committee: _____
- ☐ Committee forwards recommendation to City Manager: _____
- ☐ City Council Approval or Denial: _____
- ☐ City Manager signs application signifying Council **Approval**: _____
- ☐ Application submitted to Finance for tracking: _____
- ☐ Certificate of Occupancy issued (**within 2 yrs. of Council approval**): _____
- ☐ Payment made to Owner: _____

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

Housing Incentive Program Application Process



OWNER, CONTRACTOR OR
BUILDER COMPLETES THE
APPLICATION AND SUBMITS IT
TO THE COMMUNITY
DEVELOPMENT CENTER

- ✍ The Mayberry Housing Incentive Program (MHIP) application can be found online or at the Community Development Center
- ✍ An application for the incentive can be made by the owner, builder, developer or general contractor
- ✍ The Community Development Center will assist with any building or land questions to the extent possible

COMMUNITY DEVELOPMENT
DIRECTOR REVIEWS
APPLICATION

- 🕒 Pre-Development Advisory Committee (PDAC) is held if needed for the applicant's project
- 🕒 Community Development Director reviews application
- 🕒 Community Development Director approves application and forwards to the Review Committee

REVIEW COMMITTEE
MEETS AND APPROVES OR
REJECTS MHIP
APPLICATION

- 🔍 Review Committee reviews financing of project to ensure completion
- 🔍 Review Committee approves application and forwards to the City Council for final approval

CITY COUNCIL REVIEWS AND
APPROVES MHIP
APPLICATION

- 👍 Placed on the next available City Council meeting
- 👍 Council approves application

CITY MANAGER SIGNS
APPLICATION UPON
COUNCIL APPROVAL

- 👤 City Manager signs application signifying council approval
- 👤 City Manager forwards approval notification to applicant and building department

APPLICANT MAY APPLY FOR
A BUILDING PERMIT

- 📋 Applicant may apply for a building permit
- 📋 Construction must be completed within 24 months
- 📋 \$2,352.94 Incentive will be paid out when occupancy permit is issued



City of Ontario, Oregon

Mayberry Subdivision Housing Incentive Program Builder Agreement

1. Eligibility: Developer, Investor, Contractors, or persons acting as their own contractor are eligible for the Mayberry Subdivision 55 years and older Housing Incentive Program so far as they meet the requirements set by state and local building code.
2. Incentive Offer:
 - A. A qualified project will be eligible for a \$2,352.94 incentive payment at the time the Certificate of Occupancy (C of O) is Issued.
 - B. The dwelling unit must be a new dwelling unit in the senior citizen 55 year and older Mayberry Subdivision in Ontario.
 - C. The dwelling unit must be new construction with a minimum of 400 sq. feet of living area with at least one off street parking space for a single bedroom and two off street parking spaces for two or more bedrooms. Parking space maybe uncovered or have a carport or a garage.
 - D. The dwelling unit must be completed within 24 months of the application approval.
 - E. The dwelling unit must be in the city limits of Ontario and in the Mayberry Subdivision approved for this program.
 - F. The dwelling unit project must not be receiving any other governmental funding or subsidy (federal or state loan guarantees or tax credits are excluded).
3. General: This program is valid for contractors or owners/developers/investors using contractors that are licensed and in good standing with the state builders association and who are licensed, bonded, and insured. Amounts are reserved on a first come first-served basis. Incentive amounts are reserved for each project at the time an incentive application is approved and executed. Incentive amounts are returned to the general pool if the project is disqualified or not completed by the completion date, or the completion date is not extended by the City Manager.
4. Compliance-
 - A. Sufficient proof must be provided to ensure that the home meets the minimum requirements eligible for the incentive program.
 - B. All projects are expected to comply with federal, state, and local codes.
5. Payments of the \$2,352.94 building incentive are to be made within 30 days after certificate of occupancy is issued.

_____ Owner/Contractor/Builder Initials

_____	_____	_____	
Legal Company Name or Owner/Builder	Phone	Fax	
_____	_____	_____	_____
Company Address	City	State	Zip Code
_____	Yes ☐ No ☐	_____	
Contractor License Number	Licensed to Build in Oregon	Federal Tax ID Number	

_____	_____	_____	
Payee Company Name (if contractor)	Payee First Name	Payee Last Name	
_____	_____	_____	_____
Mailing Address	City	State	Zip Code
_____	_____	_____	
Email	Phone	Federal Tax ID Number	

_____	_____	_____	_____
Contractor/Builder Signature	Date	Community Development Director Signature	Date
_____	_____	_____	_____
City Manager Signature	Date	Business Loan Fund Chair Signature	Date

Copy of Contractor License due on Initiation of Agreement

Project Closeout

Buyers Information		
Buyer 1 (Name, First, Middle, Last)	Phone	Signature
Buyer 2 if Applicable (Name, First, Middle, Last)	Phone	Signature
Address	City	State, Zip Code

City of Ontario		
House Complete: Certificate of Occupancy Yes ☐ No ☐		
Finance Director (Name, First, Middle Initial, Last)	Date	Signature
City Manager (Name, First, Middle Initial, Last)	Date	Signature

Record of Payment		
Property Address _____ Finance Director _____ Payee _____		
Attached Documentation Needed: Certificate of Occupancy Yes ☐ No ☐		
Payment Made:	_____	_____
	Date	Check Number

Property Address _____ Finance Director _____ Payee _____		
Attached Documentation Needed: Certificate of Occupancy Yes ☐ No ☐		
Payment Made:	_____	_____
	Date	Check Number

Property Address _____ Finance Director _____ Payee _____		
Attached Documentation Needed: Certificate of Occupancy Yes ☐ No ☐		
Payment Made:	_____	_____
	Date	Check Number

Property Address _____ Finance Director _____ Payee _____		
Attached Documentation Needed: Certificate of Occupancy Yes ☐ No ☐		
Payment Made:	_____	_____
	Date	Check Number

Addendum attached if needed

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City of Ontario, Oregon



**AGENDA REPORT
PUBLIC HEARING
May 24, 2022**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: **ORDINANCE #2807-2022: PLANNING ACTION 2022-03-16AZ - A REQUEST BY HEVN, LLC, FOR AN ANNEXATION AND REZONE OF PROPERTY FROM UGA LIGHT INDUSTRIAL (I-1) TO CITY LIGHT INDUSTRIAL (I-1)**

DATE: May 14, 2022

PROPOSED MOTION:

A. APPROVAL:

1A. I MOVE THAT THE CITY COUNCIL APPROVE THE AMENDED FINDING OF FACTS FOR THE ANNEXATION AND REZONE OF THE SUBJECT PROPERTY FROM UGA I-1 TO CITY I-1 AS SET FORTH IN ACTION 2022-03-16AZ BASED ON THE INFORMATION, FINDINGS, AND CONCLUSIONS SET FORTH IN THE REZONE AND ANNEXATION FINDINGS OF FACT WITHIN THIS REPORT WITH DEFERRING THE OFFSITE INFRASTRUCTURE CONSTRUCTION UNTIL TIME OF DEVELOPMENT.

2A. IN ACCORDANCE WITH SECTION 8.2(2) OF THE CITY CHARTER, I MOVE THAT THE CITY COUNCIL APPROVE ORDINANCE #2807-2022, ATTACHED AS ATTACHMENT 5, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONE OF CERTAIN TERRITORY TO THE CITY OF ONTARIO FROM URBAN GROWTH AREA LIGHT INDUSTRIAL (UGA I-1) TO CITY LIGHT INDUSTRIAL (I-1), BEING A PARCEL WITHIN THE NW1/4 SW1/4 SECTION 33, TOWNSHIP 17 SOUTH, RANGE 47 EAST, WILLAMETTE MERIDIAN, AT A SINGLE MEETING BY TITLE ONLY.

1B. I MOVE THAT THE CITY COUNCIL APPROVE THE AMENDED FINDINGS OF FACT FOR THE ANNEXATION AND REZONE OF THE SUBJECT PROPERTY FROM UGA I-1 TO CITY I-1 AS SET FORTH IN ACTION 2022-03-16AZ BASED ON THE INFORMATION, FINDINGS, AND CONCLUSIONS SET FORTH IN THE REZONE AND ANNEXATION FINDINGS OF FACT WITHIN THIS REPORT, WITH REQUIRING THE OFFSITE INFRASTRUCTURE CONSTRUCTION AT TIME OF ANNEXATION.

2B. IN ACCORDANCE WITH SECTION 8.2(2) OF THE CITY CHARTER, I MOVE THAT THE CITY COUNCIL APPROVE ORDINANCE #2807-2022, ATTACHED AS ATTACHMENT 6, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONE OF CERTAIN TERRITORY TO THE CITY OF ONTARIO FROM URBAN GROWTH AREA LIGHT INDUSTRIAL (UGA I-1) TO CITY LIGHT

INDUSTRIAL (I-1), BEING A PARCEL WITHIN THE NW1/4 SW1/4 SECTION 33, TOWNSHIP 17 SOUTH, RANGE 47 EAST, WILLAMETTE MERIDIAN, AT A SINGLE MEETING BY TITLE ONLY.

IF VOTE IS UNANIMOUS:

3A. IN ACCORDANCE WITH SECTION 8.2(2) OF THE CITY CHARTER, I MOVE THAT THE CITY COUNCIL APPROVE ORDINANCE #2807-2022, ATTACHED AS ATTACHMENT 5, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONE OF CERTAIN TERRITORY TO THE CITY OF ONTARIO FROM URBAN GROWTH AREA LIGHT INDUSTRIAL (UGA I-1) TO CITY LIGHT INDUSTRIAL (I-1), BEING A PARCEL WITHIN THE NW1/4 SW1/4 SECTION 33, TOWNSHIP 17 SOUTH, RANGE 47 EAST, WILLAMETTE MERIDIAN, AT A SINGLE MEETING BY TITLE ONLY.

3B. IN ACCORDANCE WITH SECTION 8.2(2) OF THE CITY CHARTER, I MOVE THAT THE CITY COUNCIL APPROVE ORDINANCE #2807-2022, ATTACHED AS ATTACHMENT 6, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONE OF CERTAIN TERRITORY TO THE CITY OF ONTARIO FROM URBAN GROWTH AREA LIGHT INDUSTRIAL (UGA I-1) TO CITY LIGHT INDUSTRIAL (I-1), BEING A PARCEL WITHIN THE NW 1/4 SW1/4 SECTION 33, TOWNSHIP 17 SOUTH, RANGE 47 EAST, WILLAMETTE MERIDIAN, AT A SINGLE MEETING BY TITLE ONLY.

B. DENIAL:

I MOVE THAT THE CITY COUNCIL DENY THE REQUEST FOR ANNEXATION AND REZONE OF THE SUBJECT PROPERTY FROM UGA I-1 TO CITY I-1, AS SET FORTH IN ACTION 2022-03-16AZ BASED ON THE FOLLOWING LEGAL REASONS: (NEED TO LIST THE LEGAL DENIAL FINDINGS):

SUMMARY:

The applicant/owner owns a parcel, known as Tax Map 17S4733C, Tax Lots 2100 and 2200. Said Tax Lots are currently zoned as Urban Growth Area Light Industrial (UGA I-1). In order to develop, the property is required to be annexed into the city and rezoned to City Light Industrial (I-1).

On May 2, 2022, at a public hearing, the Planning Commission approved the findings of fact for the rezone and sent a favorable recommendation for the rezone and annexation of the property to the City Council for approval.

On May 10, 2022, at a public hearing, the City Council tabled this action until May 24, 2022, in order to amend the findings of facts. The amendment included requirements for improvements to be installed at the time of annexation under City Code 8-12-2, unless a phased development is agreed upon prior to finalizing the annexation as allowed under Title 8, Chapter 12, Section 2.

The applicant, HEVN, LLC, was notified by the Community Development Director via email on May 11, 2022, during a phone conversation with Tyrell Erlebach of HEVN, LLC on May 11, 2022, and in person with the owner of the Sullivan Group, David Sullivan, informing them of the tabling of the action and the reason and requirements of the City Council. An amended report was provided to the applicant/owner by email prior to the Public Hearing scheduled for May 24, 2022.

BACKGROUND:

The applicant has submitted an application for the annexation and rezone of parcels of land known as Tax Lots 2100 and 2200 on Assessor's Map 17SR47E33C. The application was found to be complete on March 9, 2022, and provided enough information to schedule a public hearing on the matter.

The request for annexation and rezone needs a recommendation for approval or rejection from the Planning Commission to the City Council, who will be the decision maker for this request. This action specifically seeks approval for the annexation and rezone from UGA Light Industrial (UGA I-1) to City Light Industrial (I-1) within the city limits of the City of Ontario.

On May 2, 2022, at a public hearing, the Planning Commission approved the findings of fact for the rezone and sent a favorable recommendation for the rezone and annexation of the property to the City Council for approval.

On May 10, 2022, at a public hearing, the City Council tabled this action until May 24, 2022, in order to amend the findings of facts. The amendment included requirements for improvements to be installed at the time of annexation under City Code 8-12-2(B), unless a phased development is agreed upon prior to finalizing the annexation as allowed under Title 8, Chapter 12, Section 2(B).

CURRENT SITUATION:

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

A. Rezone

1. Section 10B-20-30 REQUIRED FINDINGS, DECISION CRITERIA. In preparing findings to support a quasi-judicial zoning map amendment decision, the following findings shall be addressed except when alternatives are set forth or where a required finding clearly does not apply to the current action:
 - a. The zoning map amendment is in conformance with statewide planning goals and guidelines.
 - b. The zoning map amendment is in conformity with the acknowledged comprehensive plan.
 - c. The applicant has demonstrated a mistake or error in the original zone designation, or the applicant has demonstrated a change in physical, social or market conditions generally affecting the area which makes the proposed change appropriate.

- d. A public need is demonstrated for this zoning at this location and is not the granting of a special privilege for a single property or small group of properties.
- e. The property affected by the change is adequate in size and shape to facilitate its use and development as permitted under the new zoning classification.
- f. The property affected by the proposed change of zone is properly related to streets and public facilities and with services adequate to meet the demands of the uses allowed in the new zone.
- g. The proposed zoning map change will not result in adverse effects upon surrounding properties or surrounding uses from dust, noise, vibration, odor, heat, glare, lighting, or discharges into the air, water or land.

Findings:

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

The City of Ontario, Malheur County and the State of Oregon have all agreed upon the Comprehensive Plan and Map. On that map, the parcel is currently zoned UGA-Industrial. It is only its natural progression per the Comprehensive Plan that this parcel be moved into City I-1 zoning for the economic growth and development of Ontario, Malheur County, and the State of Oregon.

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

The applicants requested zone change from UGA-Industrial to C-I1 (Light Industrial) does not imply that there has been a mistake or an error in the original zone. In fact, this request for annexation and zone change only shows that the original zone designation of UGA-Industrial was done with future thought of economic growth in mind. What has changed is the growth and development around the parcel. ODOT has improved 1-84 on-ramp and off-ramp for both east and west-bound traffic. ODOT has also installed the Yturri Beltway. Including signal lights at Washington/Yturri Beltway and Verde/Yturri Beltway. All of the aforementioned improvements are very near said parcel. In summary, the roadways around the parcel have been thoroughly improved with the result being the City of Ontario wanting to push growth and development to the area of said parcel. Providing further evidence that the request for annexation and re-zone change to City I-1 will fall in perfect place for what the City of Ontario is in need of.

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

The public will benefit by annexing and re-zoning this parcel to City I-1 through increased tax revenue, increased development along a roadway that is in need of improvements: curbs, gutter, sidewalks, extensions of water and sewer lines, etc. This will also benefit the public by attracting business and employees to this location. As the City of Ontario well knows, HWY 201 is only 1 of 2 roadways in the city that cross over 1-84. The City of Ontario is well aware of the development and improvements of Yturri Beltway, 1-84 ramps, Washington, Verde, and water and sewer line placements. In close proximity is the placement of Love's Travel Stop and improvement of the surrounding areas, further demonstrating that the city is directing growth in the area of said parcel and that this is not granting any special privileges for the requested annexation and re-zoning of the requested parcel.

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

As seen in Ontario City Code Chapter 10A-43-01, the parcel and building that is being requested to be annexed and re-zoned to City I-1 meets all of the criteria. The building is less than 38 feet tall, the area of the parcel is 7,500 sq ft, and the front, side and rear yard minimums are met, which leaves plenty of area for even the most stringent requirements by the City of Ontario for adequate parking ratio. Let it also be known that with the size of the parcel, it has adequate ingress and egress space for vehicles to easily access the adjacent roadways.

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

To best explain why the requested annexation and re-zone change is properly related to streets, I refer to the location of the parcel and its proximity to 1-84, Yturri Beltway/HWY 201, Verde, etc. along with the surrounding established businesses including, Love's Travel Stop, Treasure Valley Steele, North Verde Auto, etc. Light industrial businesses at this location will have easy access to the interstate and highway for commerce purposes. Ontario City Ordinance 10-2-7 Policies; Commercial Land Use states that "New commercial development shall be concentrated in and around existing commercial areas as much as possible." The same ordinance goes on to say "shall be located close to major traffic routes and shall have access to such routes." Its central location to roadways, restaurants and fuel will aid in business transactions and employee convenience.

The requested parcel for annexation and re-zoning to City I-1 will be hooked up to city water and sewer. The sewer line runs 250 feet from the parcel and the water line runs 50ft from the parcel. Power and gas services are readily available. There are no foreseeable disproportionate uses of public facilities, utilities, and general assets.

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

The requested zone of City I-1 is Light Industrial. There are no foreseeable industrial uses of land that would be outside of the permitted uses and/or the conditional uses allowed by the City of Ontario. Aside from normal industrial exterior lighting and signage, none of the above adverse effects will be implemented to the knowledge of the applicant.

Summary Conclusions: Based on the findings above:

- a. The City of Ontario Municipal Code implements policies contained in the City of Ontario Comprehensive Plan, which conform to the Statewide Planning Goals. Generally, if a proposed rezone meets all criteria and standards contained in the OMC, the request will be consistent with Comprehensive Plan Policies and therefore conform to the Statewide Planning Goals. As this proposal meets the criteria in the above section, this proposal is consistent with Statewide Planning Goals. CRITERION IS MET
- b. The findings 2 above show that the request is within goals and conformance of the Acknowledged Comprehensive plan. Therefore, this proposal has demonstrated to be consistent with the Comprehensive Plan. CRITERION IS MET
- c. The applicant states in finding 3, that there has been no mistake and the request follows the comprehensive plan. Therefore, there is no mistake, and the request follows the comprehensive plan and approved zoning and demonstrates that this criterion is met. CRITERION IS MET
- d. As noted in applicant's finding 4, rezoning from the UGA Light Industrial zone to the City Light Industrial zone would not be considered as the granting of a special privilege for a single property or group of property owners as it is providing for needed Light Industrial lands within the City limits where there are very limited number of Light Industrial properties with city limits at this time. CRITERION IS MET
- e. As noted in finding 5, the subject property size is adequate to demonstrate consistency with this criterion. CRITERION IS MET
- f. As noted in the finding 6 above, the properties are properly related to streets and public facilities within the public streets and the existing uses and services demonstrate that uses allowed in the proposed zone are provided. CRITERION IS MET
- g. The applicant states in finding 7 above, that while the impact on surrounding properties will be low, with the proposed change in zoning, compliance with present City of Ontario ordinances will be essential in eliminating these issues. The permitted uses are related to low volume traffic and uses which do not lend themselves to the creation to significant amounts of noise or other discharges of dust or odor into the air is uncommon in this type of use. CRITERION IS MET

Final Conclusion: ALL CRITERIA ARE MET AND THE PROPERTY CAN BE REZONED ONCE ANNEXATION IS APPROVED

B. Annexation:

1. 10B-45-10 INITIATION OF ACTION. When a person, authorized by statute, wishes to extend the city's boundaries, an application on forms supplied by the city shall be filed with the Planning Director and which include: annexation consent forms, by the property owners, and by tenants if required by law or court decision; request for a change in zoning map designation, or plan change if required; request for other quasi-judicial action if required; fees, and other exhibits and requirements for a quasi-judicial action as set forth in this Title. All land use actions associated with the annexation shall be consolidated, as feasible, and one fee paid.
2. Oregon Revised Statute 222.125: Annexation by consent of all owners of land and majority of electors; proclamation of annexation. The legislative body of a city need not call or hold an election in the city or in any contiguous territory proposed to be annexed or hold the hearing otherwise required under ORS 222.120 when all of the owners of land in that territory and not less than 50 percent of the electors, if any, residing in the territory consent in writing to the annexation of the land in the territory and file a statement of their consent with the legislative body. Upon receiving written consent to annexation by owners and electors under this section, the legislative body of the city, by resolution or ordinance, may set the final boundaries of the area to be annexed by a legal description and proclaim the annexation.

Findings:

1. The applicants have paid the fees and provided the proper application with signatures.
2. The property is annexable because it lies inside the Urban Growth Boundary and is contiguous with the current city limits.
3. The property is currently zoned Light Industrial zone in the Urban Growth Area (UGA) and the requested City zone is consistent with the comprehensive plan and contiguous properties.
4. Findings from preceding sections of this report are herein included by this reference. A change to the comprehensive plan map or text is not necessary to annex the property; however, the annexation of the property must be consistent with all applicable Comprehensive Plan Policies.
5. Annexation would benefit the city by increasing tax revenue, and by providing more potentially developable residential land.
6. This annexation and rezone is an addition to the existing development of the owner's property to the east (Tax Lot 3001) of this request and is being requested to expand the existing facility (Tax Lot 2001). Due to the request being an expansion of the existing facility, and the existing facility was granted deferment of infrastructure development until further development, it is found that these improvements need to be installed as part of this action for annexation as allowed by Title 8, Chapter 12, Section 2(B) of the City Code.

Final Conclusion: All criteria and standards applicable to a request for annexation have been met. The property may be annexed with conditions of the installation of improvements required under Title 8, Chapter 12, Section 2(B).

SUMMARY CONCLUSIONS AND PLANNING COMMISSION DECISION AND AMENDED FINDINGS BY THE CITY COUNCIL.

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

On May 2, 2022, at a public hearing, the Planning Commission approved the findings of fact for the rezone and sent a favorable recommendation for the rezone and annexation of the property to the City Council for approval.

On May 10, 2022, at a public hearing, the City Council tabled this action until May 24, 2022, in order to amend the findings of facts. The amendment included requirements for improvements to be installed at the time of annexation under City Code 8-12-2(B), unless a phased development is agreed upon prior to finalizing the annexation as allowed under Title 8, Chapter 12, Section 2(B).

The findings for annexation have been added and modified to require improvements to street development and extension of city sewer and water infrastructure to and across the property being annexed and developed as per city code, Title 8, Chapter 12, Section 2 Consideration for annexation, improvements.

ANALYSIS:

- A. **STRATEGIC PLAN** This project falls under the Growth goal of the City Council's five-year strategic plan, specifically allowing for annexation of land to add growth and an increased tax base.
- B. **FINANCIAL** This annexation will add to the city tax base.
- C. **TIMING** The rezoning of this property is needed in a timely manner to allow for development.
- D. **POLICY/LEGAL** The proposed development must comply with applicable provisions of the OMC (City of Ontario Zoning Codes as set forth in the Ontario Municipal Code (OMC)), and the City of Ontario Comprehensive Plan. Generally, unless otherwise noted, if a request is found to be consistent with the zoning ordinance, it is consistent with the Comprehensive Plan. A rezone and annexation must be done by an ordinance and the City Council is the final authority for approving a city ordinance.

ALTERNATIVES:

The City Council could table the action until a time certain if more information is needed to make a decision, or remand it back to the Planning Commission with instructions for further information needed (list the required information).

RECOMMENDATION:

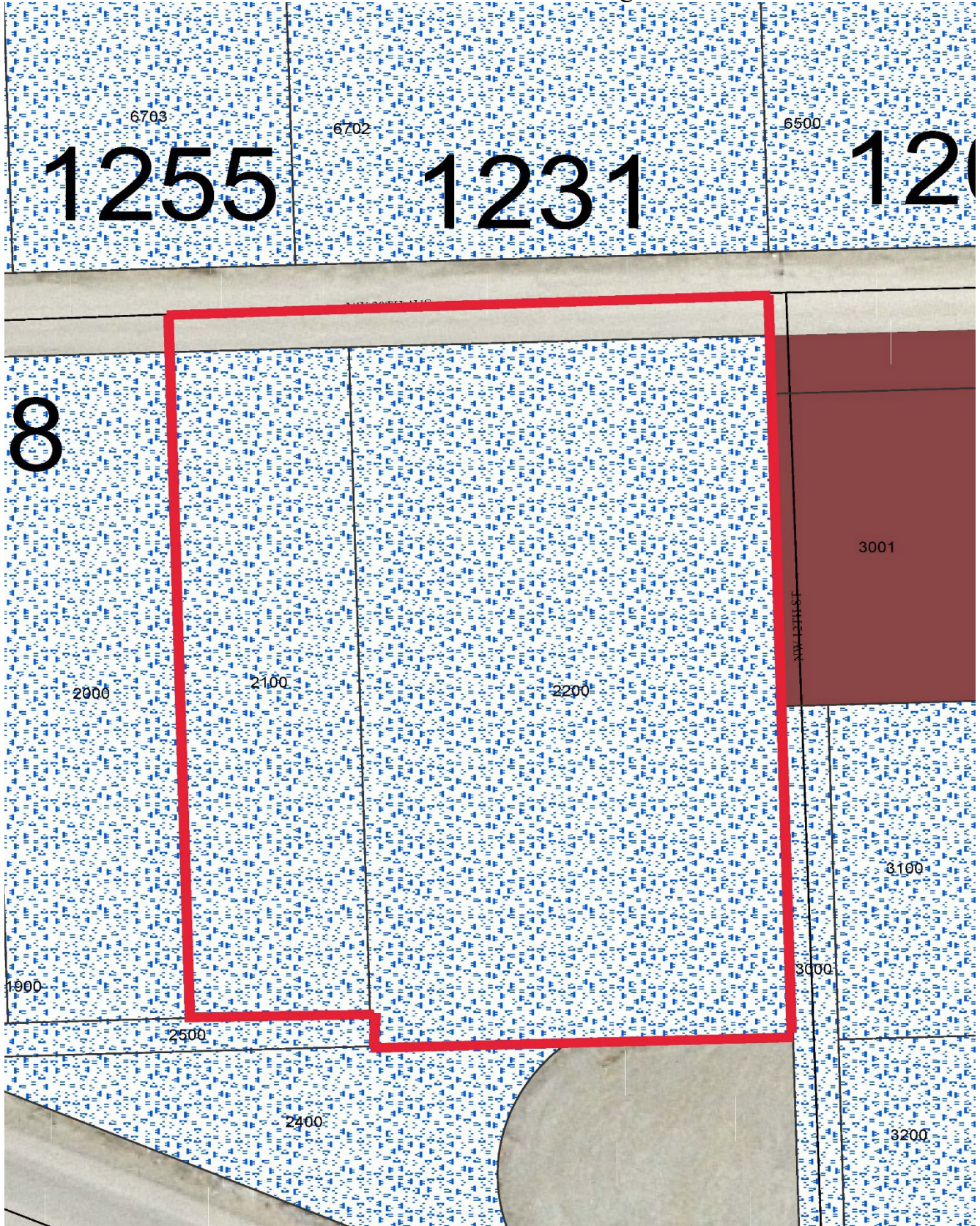
Staff recommends that the City Council approve and adopt the findings of facts and approve Ordinance #2807-2022 for the annexation and rezone from Urban Growth Area (UGA) Light Industrial (UGA I-1) to City Light Industrial (I-1) zone of the subject property.

ATTACHMENTS:

1. Attachment 1_Property Before Rezone
2. Attachment 2_Property After Rezone
3. Attachment 3_Parcel Rezone Tax Map
4. Attachment 4_Rezone Description
5. Attachment 5 Ord #2807-2022 Annex & Rezone_5-10-22
6. Attachment 6 Ord #2807-2022 HEVN Annex & Rezone_5-24-2022

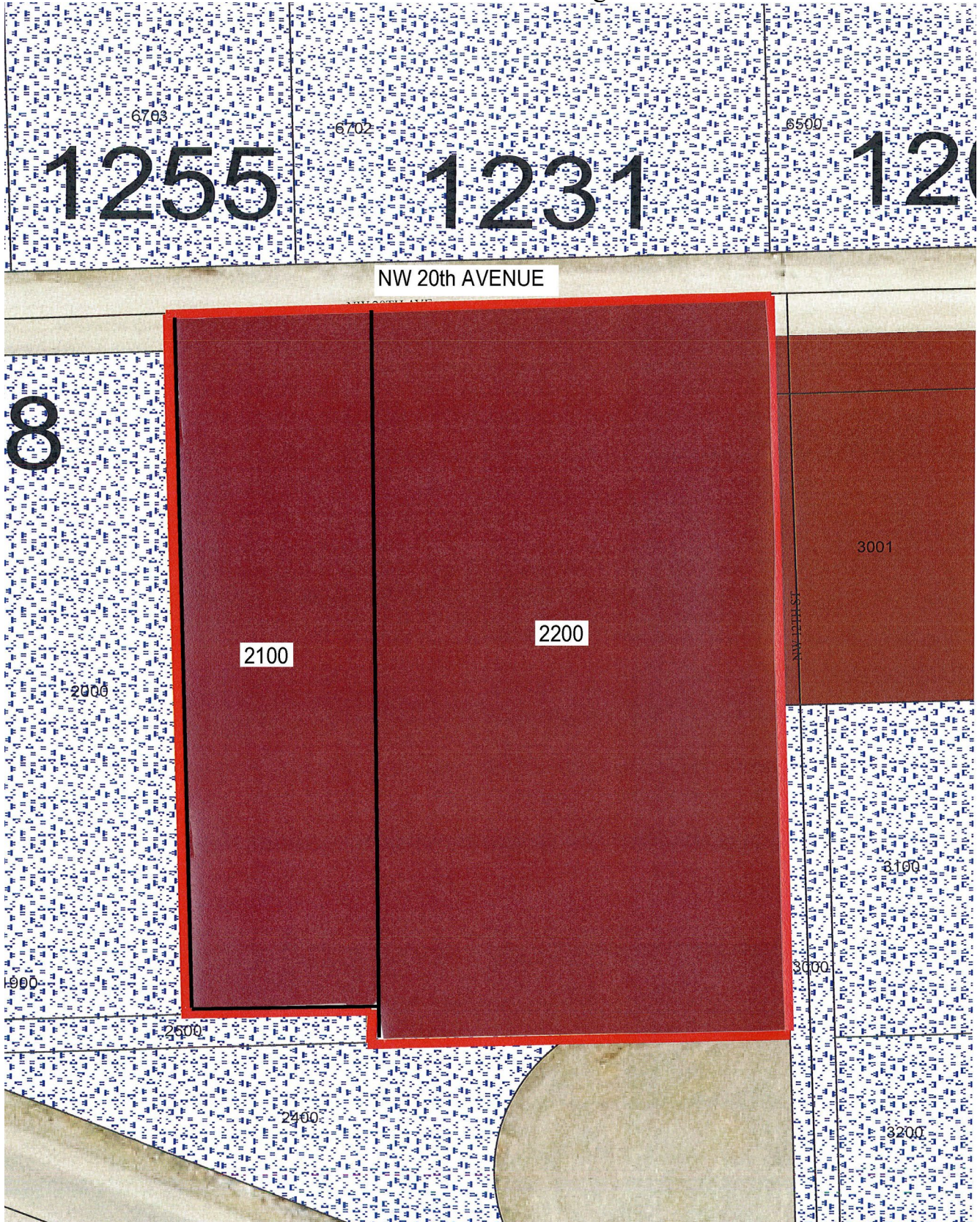
Attachment "1"

Parcels Before Rezoning



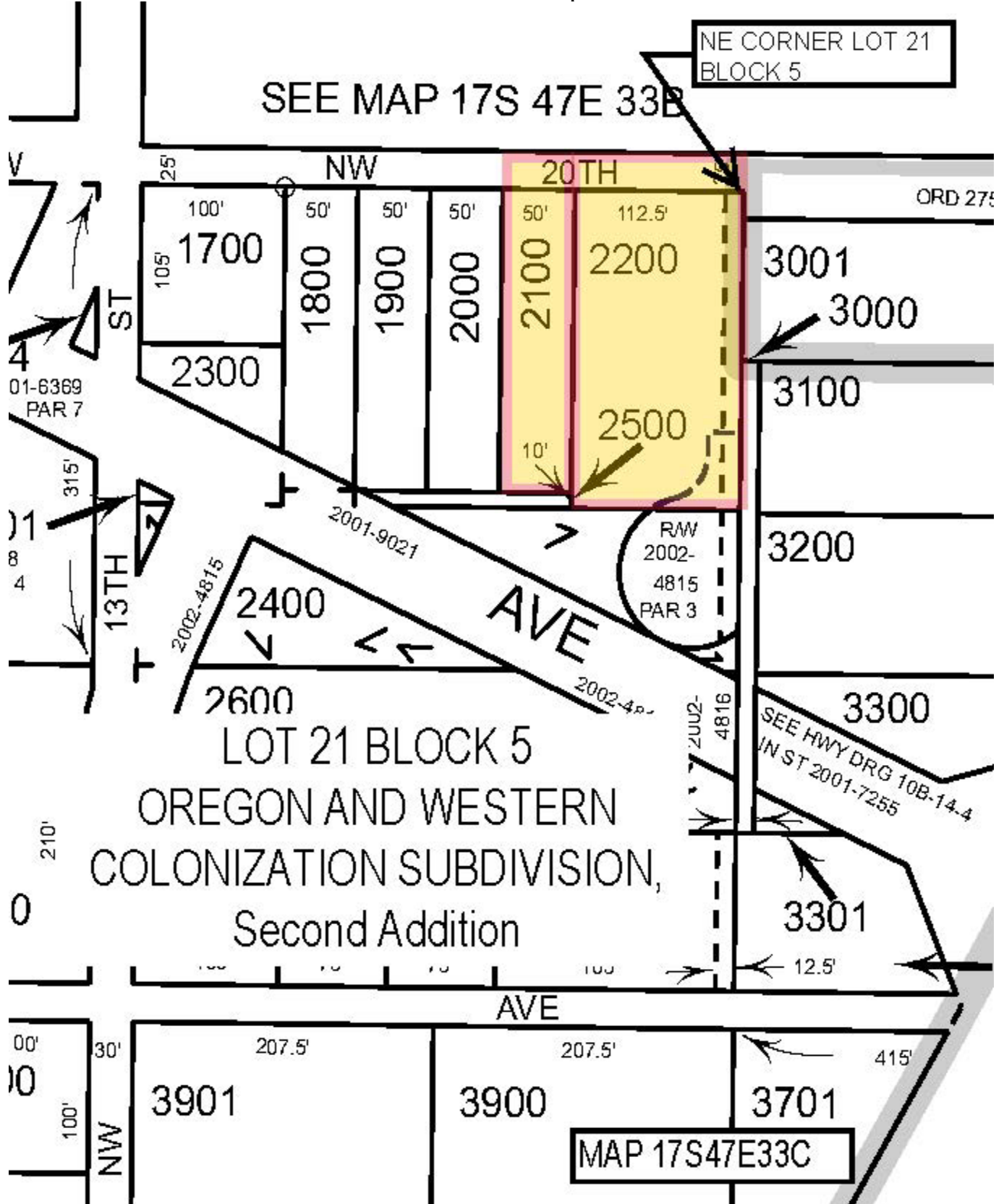
Attachment "2"

Parcels After Rezoning



Attachment "3"

Rezone Parcel Map



Attachment “4”

Rezone Parcel Description

Land in OREGON AND WESTERN COLONIZATION SUBDIVISION, Second Addition, in Section 3, Township 17 South, Range 47 East, W.M., Malheur County Oregon, according to the Corrected Plat thereof as follows:

In Block 5: A parcel of land in Lot 21 more particularly described as follows:

Beginning at the Northeast corner of said Lot 21; thence West 162.5 feet; thence South 200 feet; thence East 50 feet; thence South 10 feet; thence east 112.5 feet; thence North 210 feet to the Point of Beginnings.

ALSO, all that portion of NW 20th Avenue (25 feet) lying adjacent to and north of the above-described parcel and that portion of ROW 2002-4815 within the above-described parcel.

Account No's 7380 & 7381, Code 15, Map 17S47E33C, Tax Lot Nos. 2100 & 2200.

- End of Description –



ORDINANCE #2807-2022

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

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

NOW THEREFORE, THE CITY OF ONTARIO ORDAINS AS FOLLOWS:

1. Annexation Area. The following contiguous territory be and the same is hereby annexed: The property legally described and mapped in the attached Exhibits "A" and "B" respectively.
2. Rezoning. That based on the Planning Commission findings and recommendation in Planning Action 2022-03-16AZ, the lands as shown and described in the attached Exhibits "A" and "B" be rezoned from UGA Light Industrial (UGA I-1) to City Light Industrial (I-1).
3. Record. The City Planner shall submit to the Oregon Secretary of State (1) a copy of this Ordinance, (2) a copy of the statement of consent of the landowner in the territory annexed; and (3) Shall send a description by metes and bounds, or legal subdivision, and a map depicting the new boundaries of the City within 10 days of the effective date of annexation to the Malheur County Assessor, Malheur County Clerk, and the State Department of Revenue.

PASSED AND ADOPTED by the Common Council of the City of Ontario this _____ day of _____, 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”
Property Description for Annexation/Rezone
City Action No. 2022-03-16AZ

Land in OREGON AND WESTERN COLONIZATION SUBDIVISION, Second Addition, in Section 3, Township 17 South, Range 47 East, W.M., Malheur County Oregon, according to the Corrected Plat thereof as follows:

In Block 5: A parcel of land in Lot 21 more particularly described as follows:

Beginning at the Northeast corner of said Lot 21; thence West 162.5 feet; thence South 200 feet; thence East 50 feet; thence South 10 feet; thence east 112.5 feet; thence North 210 feet to the Point of Beginnings.

ALSO, all that portion of NW 20th Avenue (25 feet) lying adjacent to and north of the above-described parcel and that portion of ROW 2002-4815 within the above-described parcel.

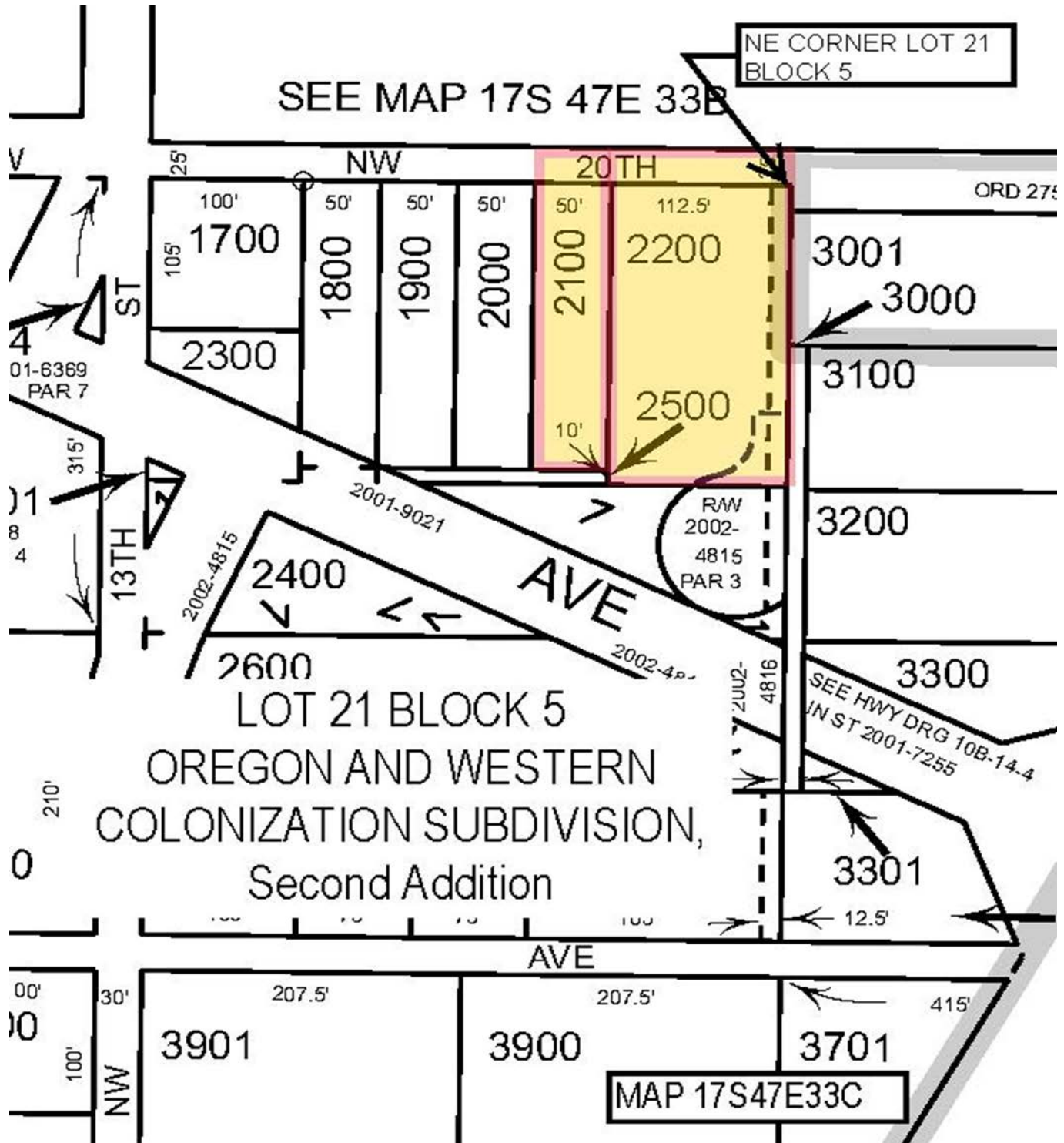
Account No’s 7380 & 7381, Code 15, Map 17S47E33C, Tax Lot Nos. 2100 & 2200.

- End of Description –

Exhibit "B"

Subject property

MAP 17S4733C Tax Lots 2100 & 2200 Plus ROW





ORDINANCE #2807-2022

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

- WHEREAS,** There has been submitted to the City of Ontario a written request for annexation and rezoning to the city signed by 100% of the owners of land within the affected territory to be annexed; and
- WHEREAS,** All of the owners of land in that territory have consented in writing to the annexation of their land in the territory and have filed a statement of their consent with the legislative body of the city; and
- WHEREAS,** The City Charter and the City Code does not expressly require the city to submit a proposal of annexation of territory to the electors of the city due to the adoption of the City Comprehensive Plan and City Codes outlining the requirements for annexation and rezoning of properties and the ability of serving the properties within the UGA as per the comprehensive plan; and
- WHEREAS,** All the owners have requested the lands be rezoned from UGA Light Industrial (UGA I-1) to City Light Industrial (I-1); and
- WHEREAS,** The city deems as a condition of annexation that the required infrastructure under City Code Title 8, Chapter 12, Section 2 be installed prior to final approval of the annexation.

NOW THEREFORE, THE CITY OF ONTARIO ORDAINS AS FOLLOWS:

1. Annexation Area. The following contiguous territory be and the same is hereby annexed as follows: The property legally described and mapped in the attached Exhibits “A” and “B” respectively with the following conditions:
 - a) That all street improvements as per OMC 8-12-2(4)(5) be installed prior to final approval and recording of the ordinance across the frontage of the development property existing (Tax Lot 3001) and proposed (Tax Lots 2100 and 2200) under this annexation unless a phased development is approved by the Council.
 - b) That sanitary sewer as per OMC 8-12-2(6) be installed prior to final approval and recording of the ordinance across the frontage of the development property existing (Tax Lot 3001) and proposed (Tax Lots 2100 and 2200) under this annexation unless a phased development is approved by the Council.
 - c) That city water mains be installed across the frontage of the property existing (Tax Lot 3001) and proposed (Tax Lots 2100 and 2200) development prior to the street construction required under condition (a) prior to final approval and recording of the ordinance unless a phased development is approved by the Council.
 - d) And any further development of the existing (Tax Lot 3001) and proposed (Tax Lots 2100 and 2200) expansion be connected to said city sewer and water unless a phased development is approved by the Council.

2. Rezoning. That based on the Planning Commission findings and recommendation in Planning Action 2022-03-16AZ, the lands as shown and described in the attached Exhibits "A" and "B" be rezoned from UGA Light Industrial (UGA I-1) to City Light Industrial (I-1).
3. Record. The City Planning Administrator shall submit to the Oregon Secretary of State (1) a copy of this Ordinance, (2) a copy of the statement of consent of the landowner in the territory annexed; and (3) shall send a description by metes and bounds, or legal subdivision, and a map depicting the new boundaries of the City within 10 days of the effective date of annexation to the Malheur County Assessor, Malheur County Clerk, and the State Department of Revenue.

PASSED AND ADOPTED by the Common Council of the City of Ontario this _____ day of _____, 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”
Property Description for Annexation/Rezone
City Action No. 2022-03-16AZ

Land in OREGON AND WESTERN COLONIZATION SUBDIVISION, Second Addition, in Section 3, Township 17 South, Range 47 East, W.M., Malheur County Oregon, according to the Corrected Plat thereof as follows:

In Block 5: A parcel of land in Lot 21 more particularly described as follows:

Beginning at the Northeast corner of said Lot 21; thence West 162.5 feet; thence South 200 feet; thence East 50 feet; thence South 10 feet; thence east 112.5 feet; thence North 210 feet to the Point of Beginnings.

ALSO, all that portion of NW 20th Avenue (25 feet) lying adjacent to and north of the above-described parcel and that portion of ROW 2002-4815 within the above-described parcel.

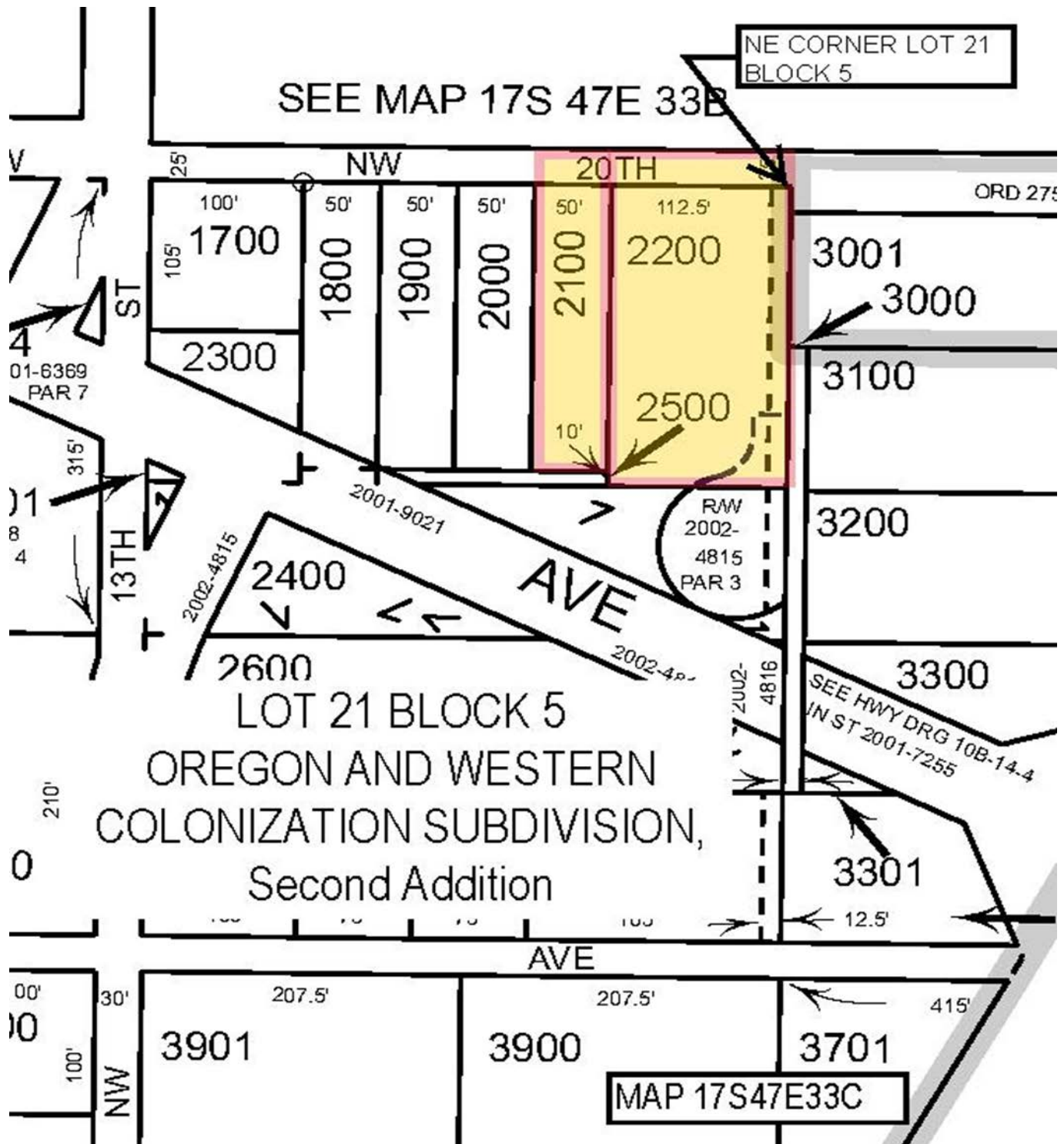
Account No’s 7380 & 7381, Code 15, Map 17S47E33C, Tax Lot Nos. 2100 & 2200.

- End of Description –

Exhibit "B"

Subject property

MAP 17S4733C Tax Lots 2100 & 2200 Plus ROW



**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT REVENUE
FOR THE PERIOD ENDED
APRIL 30, 2022**

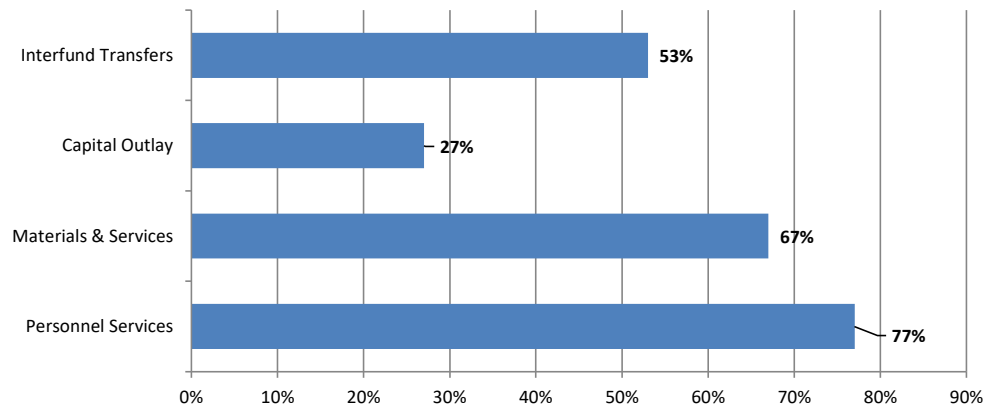
DEPARTMENT	BUDGET	ACTUAL	% REALIZED	COMMENTS
GENERAL FUND BEGINNING FUND BALANCE	5,371,817	5,630,981	104.8%	
Parks	2,000	7,089	354.4%	
Parks & Recreation	2,000	7,089	354.4%	
Fire	234,572	99,280	42.3%	
Code Enforcement	70,800	(189,815)	-268.1%	will be bad debt expense
Police	199,850	118,823	59.5%	
Dispensary Business License	55,800	83,286	149.3%	
	-			
Public Safety Total	561,022	111,575	19.9%	
Interest	28,000	18,419	65.8%	
State Revenue Sharing	153,265	84,224	55.0%	
Administrative Services	497,148	414,290	83.3%	
Other General Revenues	8,485	10,701	126.1%	
Donations	10,000	1,950	19.5%	
Property Taxes	3,983,255	3,719,697	93.4%	
Alcohol Bvg License & Fee	238,446	150,558	63.1%	
Cigarette tax	13,376	7,369	55.1%	
Marijuana tax	3,000,000	1,898,442	63.3%	
Franchise Fees	1,579,874	842,452	53.3%	
Business Registration	2,500	170	6.8%	
Cemetery	35,000	24,175	69.1%	
General Government Total	9,549,349	7,172,447	75.1%	
Planning & Zoning	4,000	15,560	389.0%	
Community development	4,000	15,560	389.0%	
Operating Transfers In	223,480	-	0.0%	
Transfer Total	223,480	-	0.0%	
GENERAL FUND REVENUE TOTALS	\$ 10,339,851	\$ 7,306,670.38	70.7%	
YTD CURRENT YEAR PROFIT(LOSS)	\$ (1,437,146)			
YTD BUDGET BENCHMARK	83.3%			 -12.7%

CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENDITURES
FOR THE PERIOD ENDED
APRIL 30, 2022

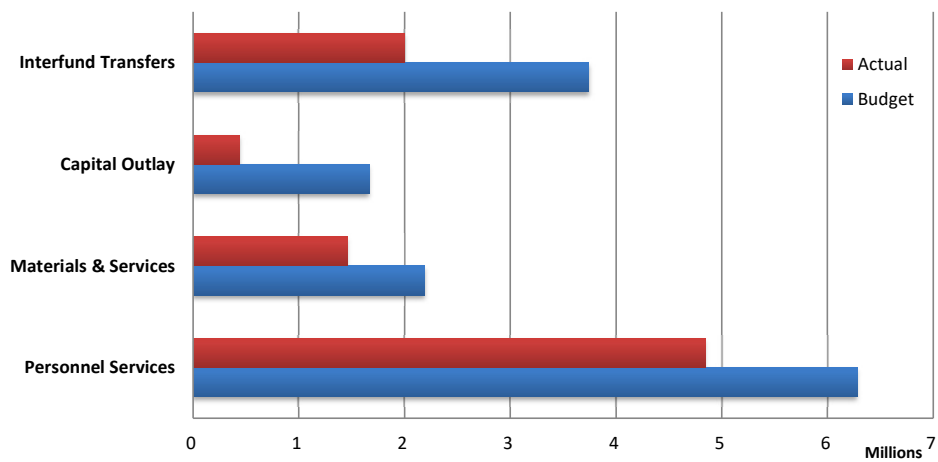
DEPARTMENT	BUDGET	ACTUAL	% EXPENDED	COMMENTS
Parks	565,107	348,193	61.6%	
Parks & Recreation	565,107	348,193	61.6%	
Fire	1,884,340	1,343,359	71.3%	
Code Enforcement	151,348	112,784	74.5%	
Police	4,273,070	3,282,311	76.8%	
Police reserves	2,625	827	31.5%	
Public Safety Total	6,311,383	4,739,280	75.1%	
Administration	535,334	417,666	78.0%	
City Council	28,359	20,897	73.7%	
Business Registration	1,100	411	37.4%	
Cemetery	206,775	132,648	64.2%	
Finance	254,736	173,160	68.0%	
Technology	193,641	126,109	65.1%	
General Government Total	1,219,945	870,892	71.4%	
Community development	192,607	146,007	75.8%	
Community Development	192,607	146,007	75.8%	
Administrative Overhead	1,457,143	580,229	39.8%	
Non-Departmental Contributions	414,520	60,746	14.7%	
Other Total	1,871,663	640,974	34.2%	
Operating Transfers Out	3,715,818	1,998,470	53.8%	
GENERAL FUND TOTALS	\$ 13,876,523	\$ 8,743,817	63.0%	
YTD BUDGET BENCHMARK			83.3%	

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENDITURES
FOR THE PERIOD ENDED
APRIL 30, 2022**

% Expended by Category



Budget to Actual by Category



**CITY OF ONTARIO
GENERAL FUND - LEGAL SERVICES
AS OF MAY 20, 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	24,855	
MARCH	36,130	
APRIL	13,550	
MAY	-	
JUNE	-	
TOTAL	\$ 126,334	\$ -
BUDGETED AMOUNT	\$ 40,000	
(OVER) UNDER BUDGET AMOUNT	\$ (86,334)	

**CITY OF ONTARIO
OTHER FUNDS - EXPENDITURES
FOR THE PERIOD ENDED
APRIL 30, 2022**

DEPARTMENT/FUND	REVENUES				EXPENDITURES		
	BUDGET	ACTUAL	% REALIZED		BUDGET	ACTUAL	% EXPENDED
002 Marijuana Enforcement Fund	30,000	12,796	42.7%		30,000	25,572	85.2%
010 Grant Fund	202,500	1,421,890	702.2%		202,500	254,001	125.4%
027 Building Fund	393,464	744,920	189.3%		208,745	129,445	62.0%
030 Capital Projects Fund	6,009,377	5,370,013	89.4%		3,027,069	226,483	7.5%
031 SDC Fund	539,542	757,880	140.5%		539,542	-	0.0%
045 Street Fund	6,220,596	1,891,931	30.4%		6,177,799	1,598,705	25.9%
050 Trust Funds	815,886	875,382	107.3%		815,886	440,371	54.0%
055 Reserve Funds	5,166,407	4,410,809	85.4%		3,951,207	1,633,507	41.3%
060 Revolving Loan Fund	339,021	317,870	93.8%		339,021	30,000	8.8%
105 Water Fund	8,154,293	5,304,645	65.1%		6,831,076	2,478,189	36.3%
110 Sewer Fund	9,962,066	7,539,531	75.7%		8,502,625	5,077,324	59.7%
115 Storm Sewer Fund	463,445	484,243	104.5%		314,109	86,876	27.7%
120 Airport Fund	468,632	362,622	77.4%		468,632	333,122	71.1%

Comments:

YTD BUDGET BENCHMARK

83.3%

**CITY OF ONTARIO
BUDGET RESOLUTIONS
FOR THE PERIOD ENDED
APRIL 30, 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	



Semi-Annual Review

Human Resources &
Assistant to the City Manager





ONTARIO
OREGON

Human Resources

Hiring | Safety | Projects

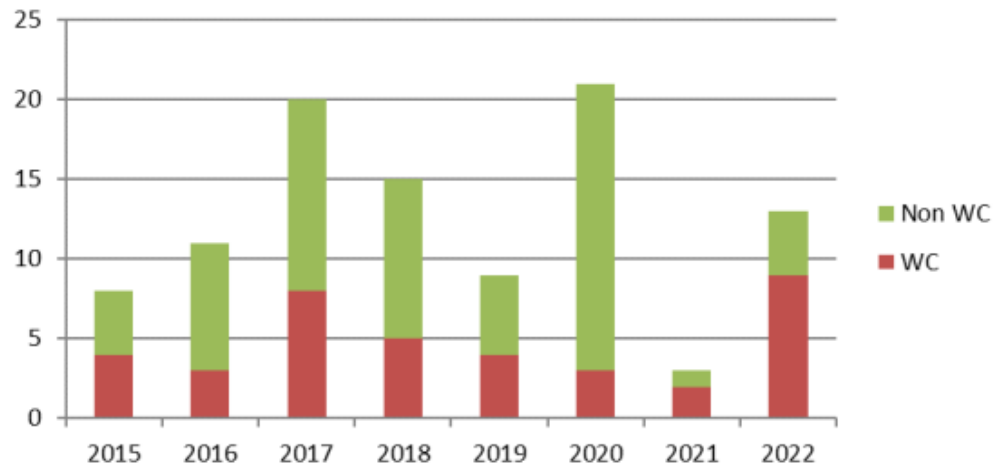
Hiring and Recruitment

- Human Resources Manager/Assistant to the City Manager
- Airport Manager
- Police Chief
- 3 Volunteer Firefighters
- Building Inspector
- Police Officer
 - Conditional job offer.
 - Awaiting results from background check and medical exam.
 - Tentative start date is June 1st.
- Police Support Specialist (Open 4/29/2022 | Close 6/1/2022)
 - One applicant
- Firefighter (Open 4/29/2022 | Close 6/1/2022)
 - Two applicants

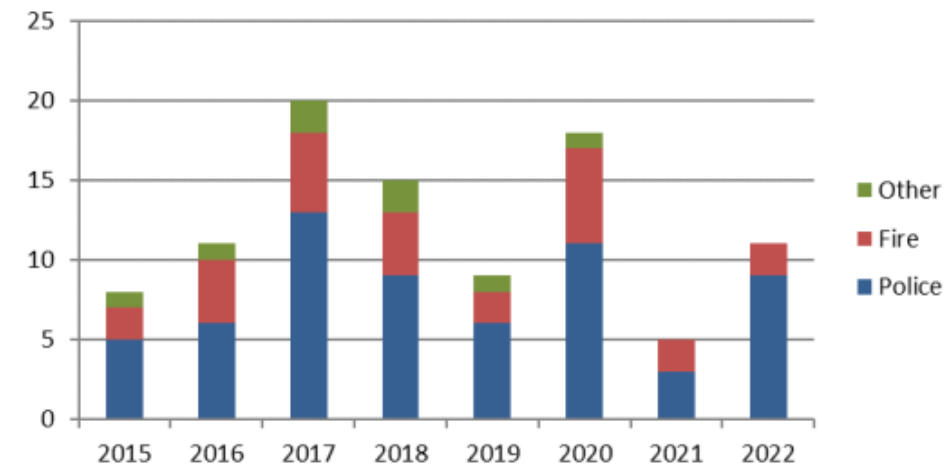


Safety

Workers Comp vs. Non-Workers Comp

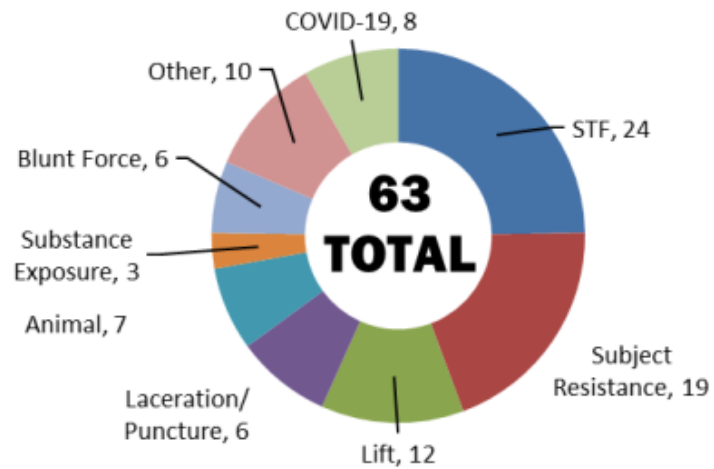


Inc/Acc per Year by Department

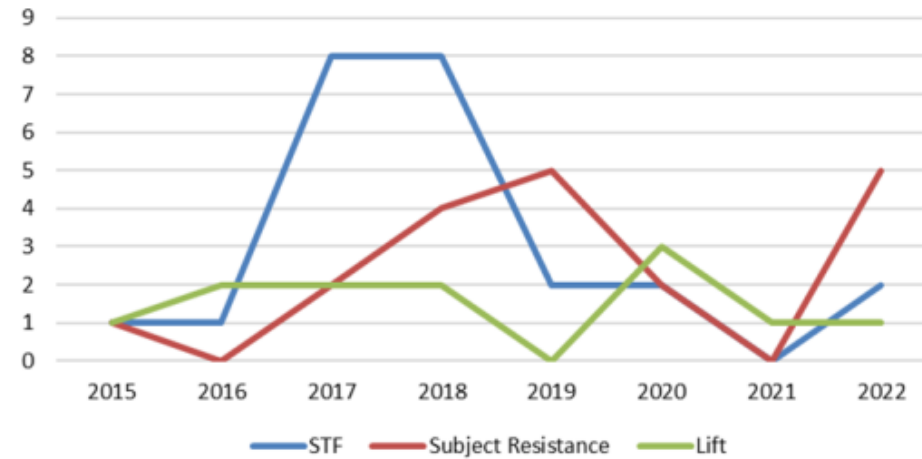


Safety

Inc/Acc by Cause

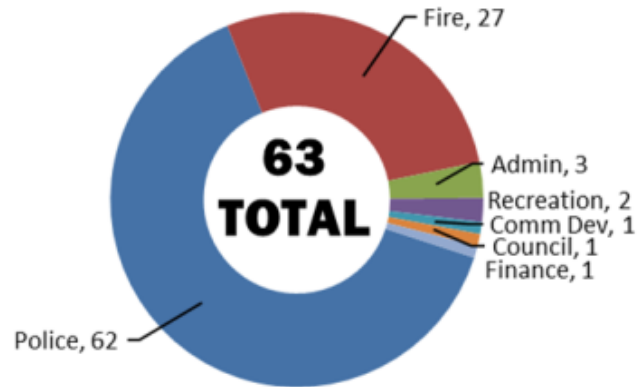


Top Incidents Over Time

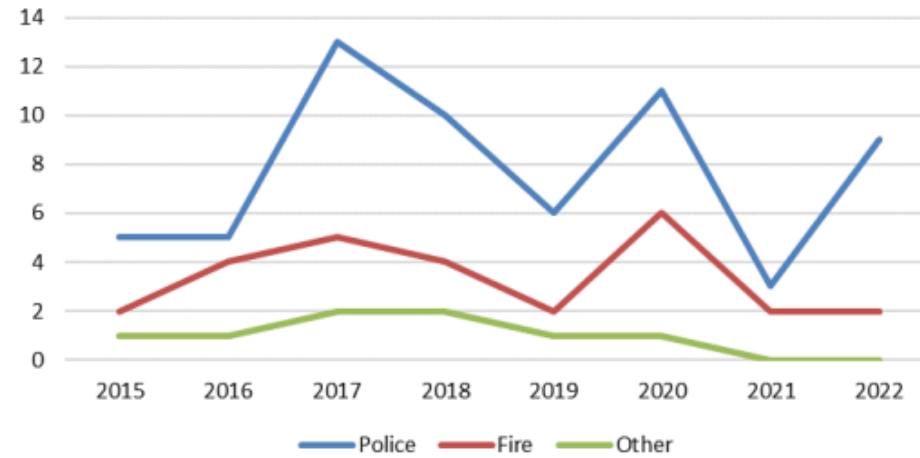


Safety

Inc/Acc by Department



Department Incidents Over Time



HR Projects

- Contact Tracing
- IAFF Local 3464 Contract Renewal
- Field Waldo Insurance Option Study





ONTARIO
OREGON

Major Projects

- Projects

- Strategic Planning Meeting
- Budget Preparation
- Tater Tots Trail
 - National Park Service Grant
- North South Trail
 - Oregon Community Paths Grant
- Downtown Attraction
- Wayfinding Project
- Safe Routes to School
- New Copiers
- Personnel Policy Manual
- Capital Improvement Plan

- Committees

- Diversity Advisory Committee
- Revitalize Ontario
 - Chocolate and Wine Walk
 - Tater Tot Festival
- Ontario Promise





MEMORANDUM

TO: Mr. Riley Hill, Mayor; and
Mr. Dan Cummings, City Manager, City of Ontario, OR

FROM: Brent Merchant, Principal & Co-Founder;
Will Hoing, Vice President & Chief of Staff; and
Reeves Moseley, Government Relations Associate

RE: 2021-2022 Review & Future Planning Memo

DATE: May 18, 2022

Mr. Mayor and Dan:

Thank you for your continued partnership and for the opportunity to serve the City of Ontario, Oregon. We are providing this review and update memorandum to further detail our planned work together in the coming months, and to fully capture the approaches we have been implementing over the past several months to secure major federal grant funding for the City's priorities.

To that end, in this memo, we first briefly summarize our work thus far, before turning to previewing the upcoming grant opportunities we're planning for the rest of this year and beyond. The targets shown in the latter section reflect our best current forecast of what will be available in the coming year, and know that this list is not exhaustive – this is simply a list of select priority programs that we are confident of their alignment with the City's vision.

BRIEF 2021-2022 REVIEW

1. National Park Service's (NPS) Rivers, Trails, and Conservation Assistance Program

Submitted: March 1, 2022

Requested Amount: Technical Assistance

Status: Awarded

The National Park Service's Rivers, Trails and Conservation Assistance (RTCA) Program supports community-led conservation and outdoor recreation projects through NPS' conservation and recreation planning professionals partnering with community groups, nonprofit organizations, and government agencies to assist local communities in realizing their conservation and outdoor recreation visions and goals by providing a broad range of services and skills. NPS staff lend their expertise to help the project team turn an idea into reality. Specifically, NPS will assist the City of Ontario and its partners with the production of a comprehensive plan for the development of an extensive trail system along the Snake River. This plan will include the development of goals, roles and responsibilities, and expected timeframes for the trail system, as well as detailed identification of significant funding opportunities and resources to support the ultimate construction of the trail system.

2. Department of Transportation's (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program

Submitted: April 14, 2022

Requested Amount: \$1,100,000

Status: Pending (est. award announcements in Summer/Fall 2022)

The City of Ontario applied for funding from USDOT's RAISE program to complete critical planning activities for the Ontario-Fruitland Congestion Mitigation, Mobility, and Community Safety Project, which centers on communities designated as Areas of Persistent Poverty (APP) and Historically Disadvantaged Communities (HDC). The project was developed to strategically engage residents from those designated census tracts in the design and ultimate implementation of a second bridge crossing between the City of Ontario, OR and the City of Fruitland, ID. Commercial and residential growth in those communities, as well as the cities more broadly, is limited by the constraints associated with the current outdated bridge crossing.

3. FY23 Congressionally Directed Spending Request – River Trail Project

Source: United States Congress

Submitted: March 2022

Requested Amount: \$500,000

Status: Pending (est. announcement in June 2022)

The City's application for Congressional funding was for the Snake River Trail project, which, if funded, would bolster the livability of the City through the development of a 3.2-mile, 12-ft-wide cycling/pedestrian mixed-use trail along the Snake River. The trail would provide a beautiful and accessible recreational opportunity to residents and visitors alike, protect the river shoreline, and create a safe avenue for Ontario citizens to walk/bike to work at two of the largest employers in the area. With additional access to all parts of the City, Ontario will be able to rapidly progress economic development, creating jobs and infrastructure for its residents.

4. Federal Emergency Management Agency's (FEMA) Staffing for Adequate Fire & Emergency Response (SAFER)

Submitted: February 4, 2022

Requested Amount: \$1,878,751

Status: Pending (est. award announcements in Summer 2022)

The SAFER Program provides funding directly to fire departments to assist in increasing the number of firefighters to help communities meet industry best practices, attain the ideal National Fire Protection Association (NFPA) staffing & deployment standards that maximize protection from fire and fire-related hazards, and fulfill the traditional missions of fire departments. We worked with Chief Leighton to develop and submit a SAFER application to provide the funding necessary to hire four new Firefighter II/EMTs and one new Assistant Chief position.

5. FEMA's Assistance to Firefighters Grant (AFG)

Submitted: January 20, 2022

Requested Amount: \$1,000,000

Status: Pending (est. award announcements in Summer 2022)

The AFG Program supports a variety of expenditures and activities that will enhance the safety of the public and of firefighters with respect to fire and fire-related hazards, including assistance with apparatus acquisition, training, equipment, fire prevention programming, and more. The AFG application we submitted working with Chief Leighton would provide \$1 million towards the purchase of a new aerial apparatus/ladder truck.

6. National Endowment for the Arts' (NEA) Our Town Grant Program

Submitted: August 17, 2021

Requested Amount: \$75,000

Status: Not awarded (next cycle's deadline is in August 2022)

The submitted Our Town application would help the City of Ontario fund two aspects of downtown revitalization – (1) installation of public art around the City; and (2) implementation of a wayfinding plan. The project would have seen the City launch a new public art program, commissioning art projects to be installed in bulb-out spaces recently made empty when the main street was redone. NEA funding would also support the City's implementation a signage/wayfinding project, that incorporated cultural symbols from the diverse community. These funds would thus support City-wide art placement enriching the community, celebrating your diverse heritage, and better helping all navigate the City.

7. SE 2nd Street Project

Source: Economic Development Administration (EDA)

Submitted: September 2021

Requested Amount: \$2,659,000

Status: Not Awarded

The EDA grant application was submitted to support improvements to SE 2nd Street, including pavement replacement, concrete flatwork, storm drain extension, and replacement of fire hydrants. The project would lead directly to the creation of hundreds of new jobs at companies utilizing and requiring improvements on SE 2nd Street for truck traffic as they expand their operations. EDA was not able to fund the application based on "limited available funding", but the project can be considered again in the future.

8. Oregon Fire Service's Wildland Urban Interface (WUI) Assistance Grant

Submitted: March 15, 2021

Amount Received: \$9,507 // Amount Applied For: \$95,507

Status: Awarded

Awarded funding supported the purchase of a new command vehicle, wildland PPE, a new drone, and additional training equipment/supplies for the Ontario Rural Fire Protection District.

SELECT LIST OF CURRENT & FUTURE TARGETS

1. Department of Justice's (DOJ) Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies ("BWC Program")

Deadline: May 25, 2022

Award Ceiling: \$2,000 per BWC

The BWC program supports the purchase of body-worn cameras (BWCs), data storage, and digital data sharing and integration as part of the implementation of larger comprehensive BWC initiative that includes the refinement of existing BWC policies and procedures.

2. Department of Justice's (DOJ) COPS Hiring Program ("CHP")

Deadline: June 16, 2022

Award Ceiling: \$125,000 per officer

CHP supports the approved full-time, entry-level salaries and fringe benefits of newly hired or rehired sworn career law enforcement officers hired or rehired on or after the project's award start date over three years.

3. USDOT's Safe Streets and Roads for All (SS4A) Grant Program

Deadline: September 15, 2022

Award Ceiling: \$30 million for Implementation grants; \$1 million for Action Plan/planning grants

The SS4A grant program awards funds on a competitive basis to support planning, infrastructure, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users, including pedestrians; bicyclists; users of public transportation, personal conveyance, and micromobility; motorists; and commercial vehicle operators.

4. USDOT's Bridge Investment Grant Program

Est. Deadline: Fall 2022

Award Range: \$2.5 million to over \$50 million

The recently passed Bipartisan Infrastructure Law established a new bridge-focused competitive grant program and authorized \$12 billion over five years for this new funding opportunity. The program will provide financial assistance to state, local, and tribal governments to rehabilitate and/or replace bridges, including culverts, that are at risk of falling into or remaining in poor condition, are in fair condition and at risk of falling into poor condition, do not meet current geometric design standards (including not meeting current uses and load and traffic requirements), and/or do not meet current seismic design standards, and more.

CONCLUSION

The partnership between the City of Ontario and Merchant McIntyre has blossomed over the past year and has seen multiple successes during this time, with many applications still pending. During our time together, we are pleased to have helped Ontario obtain significant funds and awards, as well as expand the City's engagement with offices on Capitol Hill.

Additionally, we are immensely grateful for Dan's, May's, Chief Leighton's, Chief Iwai's, and the entire Ontario team's dedication to our partnership over the past few months, and we are excited to further our Congressional and federal grants work with Dan at the helm!

The proposed plan above and the applications we have already submitted would not have been possible without the City's continued strong leadership.

Merchant McIntyre remains driven to achieve even more success and secure even more funding for the City of Ontario in 2022 and beyond.

#

MERCHANT MCINTYRE

JULY 2021 - MAY 2022	\$71,500
JULY 2020 - JUNE 2021	\$78,000
JUNE 2020	\$6,500
	\$156,000

Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
Printed: 5/18/2022 4:32 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	879606	ACSM, Inc.	04/05/2022	15,000.00
128466	516494	State of Oregon Department of Transportati	04/05/2022	7,702.61
Total for 4/5/2022:				22,702.61
128467	879240	Advanced Control Systems, LLC	04/08/2022	74,111.40
128468	028000	Anderson Perry & Associates, Inc.	04/08/2022	5,130.00
128469	879591	ARH Archaeology and Architectural Histor	04/08/2022	29,469.18
128470	879607	CB Pacific	04/08/2022	1,604.85
128471	183201	CK3, LLC	04/08/2022	18,351.25
128472	879465	Ergon Asphalt & Emulsions, Inc.	04/08/2022	2,025.00
128473	879587	IMCO General Contruction, Inc.	04/08/2022	1,102,204.34
128474	879620	Integrity Inspection Solutions, Inc.	04/08/2022	42,137.89
128475	412500	Keller Associates, Inc.	04/08/2022	89,250.00
128476	22427	Murraysmith, Inc.	04/08/2022	22,840.28
128477	583401	State of Oregon Department of Environmer	04/08/2022	1,351.00
Total for 4/8/2022:				1,388,475.19
128478	010500	Tori Barnett	04/11/2022	249.50
128479	COOPJ	Jason Cooper	04/11/2022	96.00
128480	UB*11978	KAREN DENNIS	04/11/2022	6.09
128481	879612	Michael Iwai	04/11/2022	96.00
128482	UB*11977	JENNIFER WELDON	04/11/2022	143.17
Total for 4/11/2022:				590.76
128483	480000	911 Supply	04/20/2022	986.55
128484	&525	American Staffing, Inc.	04/20/2022	714.12
128485	033300	Argus Observer	04/20/2022	400.56
128486	037600	AT&T	04/20/2022	22.44
128487	130624	B & W Car Wash	04/20/2022	21.00
128488	21409	Big Sky Sportswear	04/20/2022	879.27
128489	879536	BK Construction, Inc.	04/20/2022	10,000.00
128490	879076	Blue Ground Northwest, LLC	04/20/2022	15,888.00
128491	879494	Bruneel, LLC	04/20/2022	67.90
128492	879637	Bryant Lovlien & Jarvis PC Attorneys at La	04/20/2022	35,050.00
128493	626400	Campo & Poole Distributing, LLC	04/20/2022	10,139.39
128494	144000	Cascade Natural Gas Corporation	04/20/2022	481.88
128495	879607	CB Pacific	04/20/2022	15,512.32
128496	879451	CDR Labor Law, LLC	04/20/2022	589.00
128497	637830	Century Link	04/20/2022	473.08
128498	637828	Century Link Communications, LLC	04/20/2022	116.39
128499	190220	Commercial Tire, Inc.	04/20/2022	54.25
128500	COOPJ	Jason Cooper	04/20/2022	162.25
128501	879530	Nicholas Ducote	04/20/2022	2,402.50
128502	270201	Emergency Services Marketing Corp., Inc.	04/20/2022	735.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
128503	270285	Enhanced Telecommunications & Data, Inc	04/20/2022	107.00
128504	879646	Evidence Management Consulting Services	04/20/2022	3,617.13
128505	&260	Four Rivers Cultural Center	04/20/2022	100.00
128506	879641	Garrett's Dry Cleaning, LLC	04/20/2022	140.49
128507	879643	Genesis Lamp Corporation	04/20/2022	3,193.87
128508	879570	James A Grissett-GHS Construction, Inc.	04/20/2022	10,000.00
128509	879299	Dwayne Allen Holloway	04/20/2022	1,911.25
128510	879346	Hughey & Phillips	04/20/2022	480.87
128511	370401	International Code Council, Inc.	04/20/2022	600.00
128512	382005	Interpath Laboratory, Inc.	04/20/2022	474.81
128513	408200	J-U-B Engineers, Inc.	04/20/2022	31,813.55
128514	413204	Kenworth Sales Company, Inc.	04/20/2022	13.34
128515	440000	L.N. Curtis and Sons	04/20/2022	302.85
128516	879363	Danielle Llamas	04/20/2022	237.50
128517	441140	Looks Nu, Inc.	04/20/2022	560.00
128518	456402	Malheur County Clerk	04/20/2022	219.00
128519	879545	Miller Nash Graham & Dunn, LLP	04/20/2022	491.00
128520	879301	Net Assets Corporation	04/20/2022	636.00
128521	501200	Norm's Auto Electric	04/20/2022	130.95
128522	582152	State of Oregon Department of Aviation	04/20/2022	75.00
128523	528405	Oster Professional Group, CPA's PC	04/20/2022	24,822.42
128524	879565	Parsons Equipment	04/20/2022	22,228.00
128525	626654	The Police and Sheriffs Press, Inc.	04/20/2022	47.95
128526	879656	Proficient Roof Maintenance and Coatings,	04/20/2022	3,470.00
128527	642093	Red's Automotive Repair, Inc.	04/20/2022	702.92
128528	879469	SBRK Finance Holdings, Inc.	04/20/2022	1,356.00
128529	545001	William J Snyder	04/20/2022	90.00
128530	130950	Sparklight Business	04/20/2022	13.23
128531	879138	Stantec Consulting Services, Inc.	04/20/2022	8,546.00
128532	UB*11979	SHELBI STEINEBACH	04/20/2022	15.02
128533	774300	T-N-T Signs & Graphics	04/20/2022	1,941.00
128534	879146	Toshiba Financial Services	04/20/2022	1,721.89
128535	288897	Verizon	04/20/2022	2,714.88
128536	842030	Warrington Construction	04/20/2022	42,750.00
128537	879151	Waste-Pro	04/20/2022	40.05
Total for 4/20/2022:				260,259.87
128538	879612	Michael Iwai	04/21/2022	162.25
128539	729500	Storage On Site	04/21/2022	170.00
Total for 4/21/2022:				332.25
128540	879658	Eliza Braden	04/22/2022	100.00
128541	879659	Alyx Chadwick	04/22/2022	75.00
128542	879660	Melissa Ince	04/22/2022	250.00
128543	879661	Abilene Lee	04/22/2022	250.00
128544	879662	Jackie Lopez	04/22/2022	75.00
128545	879663	Kodiak Lopez	04/22/2022	100.00
128546	879664	David Martinez	04/22/2022	25.00
128547	879665	Jacqueline Pena	04/22/2022	500.00
128548	879666	Rafaela Rodman	04/22/2022	100.00
128549	879667	Monica Rodriguez	04/22/2022	25.00
128550	UB*11981	DEBRA ALEXANDER FNP	04/22/2022	45.83
128551	UB*11980	ANDREA COOK	04/22/2022	128.47
128552	879090	Euvalcree	04/22/2022	10,000.00
128553	T422122	Kinney Brothers & Keele True Value Hardw	04/22/2022	500.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
Total for 4/22/2022:				12,174.30
128554	879601	May Swihart	04/27/2022	308.50
Total for 4/27/2022:				308.50
128555	879257	Four Star Real Estate PC	04/29/2022	2,089.21
128556	UB*11984	JESSICA ADAME	04/29/2022	14.49
128557	UB*11983	PATRICIA BERRY	04/29/2022	61.89
128558	UB*11978	KAREN DENNIS	04/29/2022	52.34
128559	&260	Four Rivers Cultural Center	04/29/2022	47,488.29
128560	UB*11982	FOUR STAR REAL ESTATE	04/29/2022	77.40
128561	UB*11941	GOING YOUR WAY m/r	04/29/2022	150.00
128562	UB*11985	DENNIS MILLS &	04/29/2022	2.75
128563	539200	Ontario Area Chamber of Commerce	04/29/2022	38,018.78
Total for 4/29/2022:				87,955.15
ACH	PRAFLAC	AMERICAN FAMILY LIFE ASSURANCE	04/30/2022	706.36
ACH	PRAMERF	AMERICAN FUNDS GROUP	04/30/2022	225.00
ACH	PRCCIS	E B S TRUST	04/30/2022	70,470.44
ACH	PRCOLONI	COLONIAL LIFE	04/30/2022	921.63
ACH	PRFED	PAYROLL TAXES	04/30/2022	79,065.44
ACH	PRICMA	I C M A RETIREMENT TRUST 457	04/30/2022	400.00
ACH	PRNATW	NATIONWIDE RETIREMENT SOLUTIO	04/30/2022	500.00
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	04/30/2022	732.00
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	04/30/2022	309.12
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	04/30/2022	20,366.59
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	04/30/2022	10,025.00
ACH	PRPERS	OREGON PERS	04/30/2022	109,439.61
128564	PRLINC	LINCOLN NATIONAL LIFE INS CO	04/30/2022	600.00
128565	PRSFIRE	UMPQUA BANK	04/30/2022	500.00
Total for 4/30/2022:				294,261.19
Report Total (113 checks):				2,067,059.82

MALHEUR COUNTY COURT MINUTES

May 4, 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 # [2022-2369](#)

PUBLIC HEARING - SUPPLEMENTAL BUDGET

Judge Joyce opened the public hearing for consideration of Resolution R22-11: 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 State Mental funds that were not anticipated when the adopted budget was prepared- these are pass through funds used for services outlined in the intergovernmental agreement; and allocation of additional funds from the Department of Veterans' Affairs that were not anticipated when the adopted budget was prepared - these funds will be used for advertising and promotion of services. No public comments were received. Commissioner Hodge moved to approve Resolution R22-11. Commissioner Jacobs seconded and the motion passed unanimously. See instrument # [2022-2370](#)

PROCLAMATION - DRUG COURT MONTH

Present for the proclamation for national drug court month were: Circuit Court Judge Erin Landis, Trial Court Administrator Marilee Aldred, Management Assistant Lydia Machuca, and Undersheriff Travis Johnson. Judge Landis explained that drug court has been in place in Malheur county for a number of years (known as SAFE Court in Malheur county); Judge Landis read the proclamation:

Resolution/Proclamation

In Support of "National Drug Court Month"

WHEREAS treatment courts have been restoring lives and families for more than three decades; and

WHEREAS there are now nearly 4,000 treatment courts nationwide; and

WHEREAS treatment courts are the cornerstone of justice reform sweeping the nation; and

WHEREAS treatment courts have served 1.5 million individuals; and

WHEREAS they are now recognized as the most successful justice system intervention in our nation's history; and

WHEREAS they save an average of \$6,000 for every individual they serve; and

WHEREAS treatment courts significantly improve substance use disorder treatment outcomes, substantially reduce addition and related crime, and do so at less expense than any other criminal justice strategy; and

WHEREAS treatment courts improve education, employment, housing, and financial stability, promote family reunification, reduce foster care placements, and increase the rate of addicted mothers delivering babies who are fully drug free; and

WHEREAS treatment courts facilitate community-wide partnerships, bringing together public safety and public health professionals; and

WHEREAS treatment courts demonstrate that when one person's rises out of substance use and crime, we all rise.

THEREFORE, BE IT RESOLVED that Malheur County declares that Drug Court Month be established during the month of May.

Commissioner Jacobs moved to declare May as as Drug Court Month. Commissioner Hodge seconded and the motion passed unanimously.

Judge Landis answered questions from those present.

PROCLAMATION - CORRECTIONAL DEPUTY WEEK

Present for the proclamation for correctional deputy week were Undersheriff Travis Johnson, Lieutenant Rachel Reyna, Sergeant Griffith, and Deputy Ordway. Undersheriff Johnson read the proclamation:

Proclamation by the Malheur County Court, Oregon

Correctional Deputy Week

May 2-6- 2022

WHEREAS, since 1984 the Congress of the United States, and the President of the United States have established the first week of May as National Correctional Officers' Week; and

WHEREAS, Malheur County considers the services of the Sheriff's Correctional Deputies to be critical to the interest of the community; and

WHEREAS, Corrections employees model ethical and pro-social behaviors while holding offenders accountable for their actions and reducing the risk of future criminal behavior and future victimization; and

WHEREAS, Corrections Deputies are highly trained and productive members of the County workforce; and

WHEREAS, our County enjoys a high standard of public health and safety and we owe a great deal of gratitude to them. During this special observance we extend a profound thank you to each member of the corrections staff.

NOW, THEREFORE, the Malheur County Court proclaims the week of May 2-6, 2022 to be Malheur County Corrections Week. We

invite all residents to observe this week in honor of our Corrections Deputies who help to protect our health and safety. Commissioner Jacobs moved to proclaim the week of May 2-6, 2022 as Malheur County Corrections Week. Commissioner Hodge seconded and the motion passed unanimously. Commissioner Jacobs extended appreciation to all of the Corrections staff.

COURT MINUTES

Commissioner Hodge moved to approve Court Minutes of April 27, 2022 as written. Commissioner Jacobs seconded and the motion passed unanimously.

BUDGET MEETING MINUTES

Commissioner Jacobs moved to approve Budget Meeting Minutes of April 19 and April 20, 2022. Commissioner Hodge seconded and the motion passed unanimously.

CONTRACT - FIELD WALDO

Commissioner Jacobs moved to approve Personal Services Contract for Insurance Agent of Record (Recorded with Malheur County Clerk [2009-5516](#), [2014-1596](#) and [2019-2531](#)) with Field-Waldo Insurance Agencies, Inc. Commissioner Hodge seconded and the motion passed unanimously. The contract expires June 30, 2027. Commissioner Jacobs noted that agent Ellen Martinez regularly attends County Safety Committee Meetings and consults with Administrative Officer Lorinda DuBois on a regular basis. See instrument # [2022-2371](#)

ACCEPTANCE OF RESIGNATION

Commissioner Hodge moved to accept the resignation of Juvenile Department Director Susan Gregory, effective May 10, 2022. Commissioner Jacobs seconded and the motion passed unanimously. Commissioner Jacobs asked that the process to fill the vacancy be started; and noted that the District Attorney is willing to provide interim director duties and that current Juvenile Department staff may also agree to assume additional responsibilities in the interim.

QUITCLAIM DEEDS

Commissioner Jacobs moved to execute Quitclaim Deed to Government Land Sales for Ref. #12581. Commissioner Hodge seconded and the motion passed unanimously. The property was sold at the County Land Sale; consideration is \$3,100. See instrument # [2022-2373](#)

Commissioner Hodge moved to execute Quitclaim Deed to Government Land Sales for Ref. #12196. Commissioner Jacobs seconded and the motion passed unanimously. The property was sold at the County Land Sale; consideration if \$5,400. See instrument # [2022-2374](#)

LETTER OF SUPPORT - CITY OF VALE

Commissioner Hodge moved to sign a letter of support for the City of Vale's Congressional Directed Spending Request to fund the wastewater treatment facility headworks improvements of their Willowcreek Lift Station. Commissioner Jacobs seconded and the motion passed unanimously. See instrument # [2022-2372](#)

PUBLIC COMMENTS

Judi Trask with Lifeways commented that she has worked with Ms. Gregory for 17 years and expressed appreciation for the work she has done for the youth of the County and for the prevention coalition and expressed that she has been an awesome community partner.

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.