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, JULY 26, 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 July 22, 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) Approval of Minutes: Council Meeting 07-12-2022

6) OLD BUSINESS

A) Renewal of Contract with Oster Professional Group (OPG)
B) Resolution #2022-129: Txf Funds - Purchase Ballistic Protection Vests
C) Resolution #2022-130: Donation to Ontario Boxing Club
D) Ordinance #2811-2022: OMC 8-11-18 Water Shortage Emergency Code Revisions

7) NEW BUSINESS

A) Airport Pavement Rehabilitation FAA Grant Agreement

8) PUBLIC HEARING

A) Ordinance #2812-2022: Annexation and Rezoning of Certain Territory to the City of Ontario from Urban Growth Area (UGA) Residential (UGA-RS50) to City Single Family Residential (RS-50)
B) Ordinance #2814-2022: Psilocybin Ban
C) Resolution #2022-131: Psilocybin Ban

9) DEPARTMENT HEAD UPDATES

A) Finance: Monthly Report
B) Airport: Semiannual Report

10) DISCUSSION ITEMS

A) New Public Works Dump Truck Funding

11) HAND-OUTS

A) Minutes: County Court 06-29-2022; 07-13-2022
B) June 2022 Check Register

12) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

13) ADJOURN

CITY COUNCIL MEETING MINUTES
July 12, 2022

The scheduled meeting of the Ontario City Council was called to order by Mayor Riley Hill at 6:00 p.m. on Tuesday, July 12, 2022, in the Council Chambers of City Hall. Council members present were John Kirby, Riley Hill, Michael Braden, Eddie Melendrez, Ken Hart, Susann Mills, and Sam Baker.

Members of staff present were Dan Cummings, Tori Barnett, Terry Leighton, Justin Zysk, Kari Ott, May Swihart, Casey Mordhorst, Al Haun, Michael Iwai, Paul Woods, Gary McLauchlin, and Dustin Mosher.

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

Mayor Hill led everyone in the Pledge of Allegiance.

AGENDA

This Agenda was posted on July 8, 2022. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

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

PUBLIC COMMENT

Michael Padilla, Ontario: *Thank you, and I'd come back ten times if it's going to benefit our kids with your support. Thank you so much for having me again.* (Someone coughed; couldn't hear some) *…I put together a letter. In addition, I also submitted a letter of support from our local police chief. He is very well in tune and aware of the benefits of this type of program. Also, the Chief of the Fire Department, he, too, would make a verbal comment, and we've had discussions that I have his support as well. I just want to continue to say thank you for your support. I think what we're doing is tremendous. The Chamber of Commerce, and there are folks who are kind enough to donate $10K to our program for a competition ring. I want to reiterate once again, that my efforts is to bring in as many of the local events as we possibly can, which will, not just help our local kids and their families that want to be involved with what their kids are doing, but it will also open up an opportunity for our local community, small businesses, motels, restaurants, those kind of things, to benefit from the profit of organized individuals that I bring back into our community for our kids. I respectfully, again, request $6K if you can help up us in purchasing the funding. In the letter, also, for your knowledge, it does state that the school is 100%, the district is 100%, in support of my program and there's many others that we're developing. Thank you again for the opportunity. I would just like some clarity. Are you going to need me to come back to the next one to again request this, or how is this going to work?*

Mayor Hill asked for a consensus from the Council to direct staff to have this item on the next agenda to find a source for the $6K as needed. Council consensus.

Councilor Melendrez thanked Mr. Padilla for all he was doing and stated he had helped him a lot when he had the boxing program in Ontario. He had a small gift for Mr. Padilla, of a new set of boxing gloves.

Jaime Tayler, Ontario, stated her first comment was to read a letter from Billy Carter. As he was unable to attend the meeting: *Mayor Hill and the Council, my name is Billy Carter and I have lived in Ontario going on 28 years. As a man of color with family members relocating to Ontario and considering the climate of the United States of America, it is extremely important that our police officers are invested in and know the citizens of our city. The last thing I want to see is officers coming from other communities with issues, making contact with persons of color in our community. However, I think the ordinance should be repealed and a commonsense approach taken to hiring the best qualified candidates to assure the safety and security of the City of Ontario. I think we should trust the process. A possible solution to my concerns is through an intense interview process, an extensive background check, training, and, most importantly, Chief Iwai has stated that he is going to implement community policing. Right now, it is virtually impossible to do community policing if the officers are constantly responding from call to call. For the life of me, I cannot understand why Salem has not allowed an exemption on the land usage law in this area so single family affordable housing can be constructed for families like police officers and fire fighters, so can afford to purchase here in Ontario. You tell them they have to live here but limit their options as to the dwellings they have access to. When you look at the tax base, the emergency responders make peanuts compared to the people making in excess of three figures that work in Ontario and live across the river. The fact of the matter is, Ontario does not have the employee base to sustain the workforce, so we must recruit from outside to obtain a diverse, committed, and qualified workforce. If the crime rate in Ontario continues to increase, the property value will eventually decline, so Ontario will continue to be in a lose-lose situation. With that said, I encourage you to repeal the ordinance and take the restraints off Chief Iwai. Thank you.*

Jaime Tayler, Ontario: *I would also like to echo a lot of what Billy said in his letter. I feel like I'm a huge stakeholder in this community. My great grandparents, grandparents, parents, myself, and my child, currently have been in Ontario, have lived in Ontario, and done a lot of things for the community here, working as farmers and working our way up through society through college and different things like that. I believe that, you know, I have a really strong opinion about residency rights, and it really bothered me that we didn't have administrators in our school district that were residents, as well as hospital employees. There are a lot of hospital employees that are not residents, but they have to, we have to hold a certain standard of experience and expertise and I think we have to be a little bit more open-minded regarding the specifics to the residency policy. I guess the bottom line is, we're kind of living in the old times that being on a border state, having multiple offices here that have other people coming over to work, who have the expertise and willingness, even though they aren't paying taxes in Ontario, and trust me, voting for a bond is really hard to pass when you don't have people who believe in Ontario. I ran the bond committee for the school district, and I was devastated when it didn't pass. A lot of our teachers don't live here, so I couldn't get them to vote for it even though they believed in it. So, I've felt the hurt of not having residents in Ontario and not being able to pass things, but if we want to have a city that continues to prosper and grow, we can't hold ourselves back any longer. I urge you to move forward with changing the residency for our police department and beyond, as Mr. Carter said. Thank you.*

OLD BUSINESS

Downtown Attraction Plan: GGLO

Dan Cummings, City Manager Pro Tem, presented. GGLO suggested a meeting with the Mayor and some Councilors, take a trip to Caldwell, to see what they had developed. The Council could do that, or another option was to approve the $70K to move from this phase, to get the design done, so there was a plan in place. As the city moved forward with Moore Park so that whatever the city wanted to put in place, would follow that plan. That was not say they'd spend any more money, because there was still the issue of obtaining ownership of the park. Many were concerned with spending any further funding on a park the city didn't own. He was suggesting getting the design done so there was something to move forward with as funding was located.

Mayor Hill stated his concern on the $70K was if that was the total plan that the city could implement in phases if they wanted?

Mr. Cummings stated that was correct.

MILLS moved, KIRBY seconded, **THE CITY COUNCIL PROCEED WITH THE PLAN PROPOSED IN THE SUMMARY TO MOVE THE DOWNTOWN ATTRACTION PROJECT FORWARD.** *No vote.*

Councilor Braden stated on page 21 of the document showed the highlighted amenities of the plan, and it read no restrooms. Was that wise for this community, to have a gathering place in downtown with no restrooms? Was that part of a strategic decision? What did they want to consider for that missing amenity?

Mr. Cummings stated this was phased out so once a plan was in place, if the Council wanted, they could direct that, for example, in phase one, they wanted a restroom, then the money would be found, and the restroom would be constructed. Having this plan was just that – a plan. He agreed that phase one should include a restroom, but currently there was a lot going on in the park without restrooms. Portable restrooms were being provided by the city. That could continue. Or, if the Council wanted a restroom installed, that would be done.

Councilor Braden stated his question for the Council was did they want to proceed on authorizing a plan that did not include restrooms in any phase of the plan?

May Swihart stated the preliminary design had been presented to the Downtown Committee.

Councilor Hart asked if Mr. Cummings knew where the funds would be coming from. Had those been budgeted?

Mr. Cummings stated yes, for the final plan/study. However, the construction had not been funded.

Councilor Hart asked if it had been budgeted to purchase the land?

Mr. Cummings stated no, that had not been budgeted.

Mr. Hart stated he was not comfortable spending any more funds on a park until the city owned the land. They might need to use part of the $70K and reallocate it to purchase the land before moving forward. Get the land deal figured out, and then spend money.

Councilor Melendrez asked where the city was on the purchase of the land? Was it close to being completed? It was a big concern of his to put money into something that the city did not own.

Mr. Cummings stated his agreed with the concerns of the Council and had made an offer to the owner of the property. The owner counteroffered. There was currently no agreement reached. He agreed that maybe at this stage they should hold off because those funds might be needed towards the purchase of the park. There were other funds appropriated that could also be used. He was fine with not moving forward until the property issue was settled.

Mayor Hill stated he owned the parcel being discussed, and there had not been an agreement reached yet. He had spoken with both Mr. Cummings and members of the community about this issue. He, too, did not think it was wise to spend $70K towards a piece of property that was not owned.

COUNCILOR MILLS WITHDREW HER MOTION; COUNCILOR KIRBY WITHDREW HIS SECOND ON THE MOTION.

Council consensus to move on with the next item on the agenda.

Ordinance #2811-2022: Water Shortage Emergency Code Revision
Paul Woods, City Engineer, presented.

Mayor Hill stated, historically, what was the highest level the city had reached?

Casey Mordhorst, Public Works Director, stated last summer there had been a chlorine issue and the city was probably at level four. Staff made serious modifications, added an additional auxiliary pump into the river, worked 24/7, and it took about a full week to catch up. It was about an 8-hour issue that took over a week to catch up. That was in the middle of June of 2021, with temperatures at 100⁰+, and the demands were at maximum production capacity. That was not triggered by the community; it was handled internally.

Councilor Kirby stated he believed the Council should be notified when that type of issue occurred. He appreciated the proposed plan.

Mr. Woods stated in their system, there was a very large industrial customer that needed a refreshed agreement, which would provide Kraft/Heinze/Simplot a gradual reduction and curtailment. They consumed a significant quantity of water, and staff wanted to be able to turn down that consumption, gradually, as a large industrial user, and then provide for other users, too. Those conversations had begun with them as a unique customer, to handle them outside of the proposed ordinance.

Mr. Cummings stated the ordinance gave authority to the City Manager or the Mayor to enact the clauses. Ideally, Public Works would notify them of any upcoming issue, and the City Manager would include it on the next agenda. However, if it was a "true" emergency, and something had to be done immediately, the Mayor or City Manager had the power to do that. The Council would be notified.

MELENDREZ moved, KIRBY seconded, **THE CITY COUNCIL APPROVE THE PROPOSED MODIFICATIONS TO THE CITY'S WATER SHORTAGE EMERGENCY ORDINANCE (ORDINANCE #2811-2022) AS PRESENTED.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

Resolution #2022-126: Airport Mowing Contract
Kari Ott, Finance Director, presented.

HART moved, MILLS seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2022-126: A RESOLUTION TO ADOPT A SUPPLEMENTAL BUDGET TO APPROPRIATE FUNDING FOR AIRPORT MOWING CONTRACT.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

Resolution #2022-127: Amendment to Residency Requirements
Dan Cummings, City Manager Pro Tem, presented.

Mayor Hill stated the City of Ontario has always supported the police department, and this Council had never turned down one funding request the department had asked for, for safety or evidence, or whatever. His concern fell to response time that the Chief talked about at the last meeting. He kept thinking about Uvalde. It was a sad thing that should never happen in a community, but having been to Uvalde twice, and it was a nice community. That told him it could happen here. He knew there was going to be a request for body armor, which he was going to support, so they could respond fast, but if they had to go further out in the community for a response time, that concerned him.

Mr. Cummings stated there were several ways to address the response time issue. First, in the next collective bargaining action, a response time could be included in the contract. The Chief believed he would be alright with a 30-minute response time. They had discussed a 15-minute response time; however, for example, he could get from Ontario City Hall to Syringa Springs in Fruitland, Idaho, in 15 minutes under ideal conditions. However, hitting stop lights or congestion, it could go from that 15 to the 20 or 30 minutes. Therefore, 15 made it tough. Coming from 18th Street to get across town, under ideal conditions was 10-15 minutes; traffic conditions, that was pushing it. The 30 minutes was not unreasonable. Also, in the hiring process, because that was done by a points system, it could be added, which had been okayed by both the police chief and HR, to give preference point credit for living in the city limits; living in 8C school district would be lower points added; living in Oregon, lower points; living across the river would be zero preference points.

Mayor Hill asked if the Council would develop the scoring system? What also concerned him was that there was an article in the paper for a position where about 100 applicants applied for 60 openings, and it would be interesting to know where those applicants lived. He believed that over half probably lived in Idaho. There was the influx of low-wage or no-wage earners coming into town, but at the same time the city was shipping all the money to wage earners across the river, and it was not a good balance for this community. It concerned him that they weren't paying attention to the balance, but he didn't know what to do. For the response time issue, if someone was attempting to cross the river between 4-6pm, currently, no one could make it in 20 minutes. Or, from 7-8:30am, no way that could be done in 20 minutes.

Councilor Kirby asked if this might cause an exodus of the current employees out of the community? There were currently employees who were loyal staff, but if they saw that they could get a $125K homestead exemption by going to Idaho, would they leave? There was a need to fulfill the needs of public safety, but was that going to come back to bite the city?

Mr. Cummings stated he could not answer that.

Councilor Hart stated the plea from the chief was for the police department, but what had been drafted was for all city employees. Part of the argument had been that it was needed for public safety, but it was not being done just for that. There were not a ton of other positions with the city, and he did not recall when it had been asked on the survey if it read just public safety or if it read just get rid of the residency for all employees.

Ms. Swihart stated it read for all employees.

Councilor Hart stated another note that had been brought up was the lack of affordable housing. There were currently a lot getting ready to come on the market. He looked on Zillow, and there were 58 homes for sale in Ontario, and 21% of those were $250K or less. For comparison, in Fruitland, there were 69 homes available, but only 9% were $250K or less. There were more affordable homes in Ontario, as a percentage. Also, as to Ms. Tayler's earlier comment, when he made his pitch last time about his concerns, she did a phenomenal job leading those efforts, and they were still unable to pass the bonds. Ms. Tayler voiced how frustrating that was, that people supported it but could not vote for it because they did not live here. In giving it more thought, and speaking with a lot of people, it also struck him that there were frustrations in living on a border town, Oregon vs. Idaho, he argued that Ontario was more conservative than the other side of the state in many things. For example, Measure 110 and how frustrating that was for him. They were never going to be able to make changes in the community if everyone that was frustrated with those policies, did not live here, lived somewhere else, and could not have an impact. When he worked at the hospital, he was blessed to live in the community he served, but now he did not. He now worked in Payette, was a wonderful community, but except for going to work, going to Dutch Bros. and El Kameron, he didn't do anything else in Payette because he lived in Ontario, his kids were in school in Ontario, his church was in Ontario, so Ontario was home. Payette was great, but it was just where he worked. He heard the chief, and he was honest in his concern about trying to find a way to get more flexibility, so he would suggest a compromise to open the area up to instead of the 8C school district, to maybe Malheur County? That would allow them to have staff that lived in Nyssa or Vale, as he had heard concerns about an officer not wanting to live in a community they policed. He believed Ontario paid better than those other two jurisdictions. Instead of making the huge step to get rid of the residency issue completely, try this option for a year of Malheur County to see if that helped.

Councilor Braden stated the chief made the argument that he'd looked at the policy and believed it was a hindrance to him. His request was to revoke it without restrictions. He believed that was the right course of action, and he supported that. These police officers were providers for their families. They needed to provide for their families first, even before their community. If they took a job out of Payette into Ontario, he did not want to tell them they had to move to Ontario. That hindered their freedom and their family's well-being. He and Mayor Hill had been on Council four years and had been through police union negotiations and if they had to fight and lose ground for everything they wanted to achieve in that agreement. They had to fight multiple yeas over the residency requirements. The city had made concessions with the union to get to this point. It was worth noting that as a

Council, that if they revoked this without restrictions, and he'd like them to do, they had bargained for it, and he believed that if they wanted to add in response times in the hiring practices as had been discussed, he believed that would be something that had to be bargained for in that process. It would be more concessions by the city for the police union.

Mayor Hill stated as a Council, they were there to look after the health of this community, and not so much as individuals. He never received a satisfactory answer on how much more the city paid. They discussed the hardship of finding a home, but Ontario paid, he guessed, around 30% more than other jurisdictions. He'd like to see that money stay here. He could agree with Councilor Hart's suggestion, try it for a year. He reiterated the concern on response time as it related to the health of the community.

Councilor Braden stated his belief of an ultimate vote of support for the police chief.

BRADEN moved, MELENDREZ seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2022-127: REVISIONS TO THE CITY'S RESIDENCY POLICY.** *No vote.*

HART moved, BAKER seconded, **AMENDED THE MAIN MOTION TO CHANGE THE RESIDENCY RESTRICTION FOR NON-DEPARTMENT HEAD EMPLOYEES, THAT THEY MUST RESIDE WITHIN MALHEUR COUNTY.** Roll call vote: Mills-no; Baker-yes; Kirby-no; Hart-yes; Braden-no; Melendrez-no; Hill-yes. Amended motion failed 3/4/0.

KIRBY moved, no second, **TO AMEND THE MAIN MOTION THAT IF THE CITY HAD AN EXIDUS OF PRESENT EMPLOYEES TO IDAHO OVER 10% THAT THE RESIDENCY REQUIREMENTS ARE RESCINDED BACK TO THE WHAT THE CITY HAD TODAY.** Amendment died for lack of second.

Councilor Kirby stated for clarification on the 10%-piece, staff would take census today of employees, and if 10% or more of the present residency to Idaho, the city would revert back to what was currently in place. Those who lived in Oregon currently, if, because the opportunity offered by this action, that the city began losing employees to Idaho, the opportunity be rescinded.

Restated original main motion:
BRADEN moved, MELENDREZ seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2022-127: REVISIONS TO THE CITY'S RESIDENCY POLICY.** Roll call vote: Mills-yes; Baker-no; Kirby-yes; Hart-no; Braden-yes; Melendrez-yes; Hill-no. Motion carried 4/3/0.

NEW BUSINESS

Appointment of City Councilor to Ontario Promise Ad Hoc Committee
With Council support, Mayor Hill **APPOINTED MICHAEL BRADEN TO THE CITY COUNCIL POSITION ON THE ONTARIO PROMISE AD HOC COMMITTEE.**

Merchant McIntyre: Contract Renewal
Dan Cummings, City Manager Pro Tem, presented.

Mayor Hill stated the federal fiscal year concluded September 1st, so a 90-day contract would take them through the federal fiscal year. He voiced his support for that duration.

Councilor Hart asked staff that during the 90-day period, voicing his concern that this might not be the right firm to use, so he'd ask that staff do a formal process to get some other options for this type of work. Merchant was only federal, did not do anything at the State of Oregon level, where there was a ton of money, so he'd prefer the city have a firm that had more flexibility and could work on federal *and* Oregon grants. He would support the 90-day contract.

Mr. Cummings stated staff was currently seeking other firms who worked with Oregon grants. They'd like to find a firm that did both Oregon and federal.

HART moved, MILLS seconded, **THE CITY COUNCIL APPROVE AN EXTENSION OF SERVICES FOR MERCHANT MCINTYRE FOR AN ADDITIONAL THREE MONTHS.** *No vote.*

Councilor Braden stated he and the Mayor served on the selection committee for Merchant McIntyre, and he agreed with Councilor Hart in reviewing a different firm. Was the city throwing shade at Merchant by offering only the three-month contract? He personally felt more comfortable going with the six-month contract.

Mr. Cummings stated the three-month contract had been discussed with Merchant, who provided him that option. They did not prefer that option but would work with it.

Councilor Melendrez confirmed that if Merchant did come up with anything in those three months, the city would no longer use their services.

Mayor Hill stated this action would extend the existing contract for three months, see what came of that, and staff would review other options. The city could end up with Merchant McIntyre; it was just unknown.

Councilor Hart stated the city had used Merchant McIntyre for 18 months, so it didn't hurt to review the performance, and look at other options.

HART moved, MILLS seconded, **THE CITY COUNCIL APPROVE AN EXTENSION OF SERVICES FOR MERCHANT MCINTYRE FOR AN ADDITIONAL THREE MONTHS.** Roll call vote: Mills-yes; Baker-no; Kirby-yes; Hart-yes; Braden-no; Melendrez-yes; Hill-yes. Motion carried 5/2/0.

PUBLIC HEARING

Accept Right of Way for a Portion of East Lane South and SE 5th Avenue (Planning Action 2022-03-18 PTN)

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

Dan Cummings, Community Development Director, presented.

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

MILLS moved, KIRBY seconded**, THE CITY COUNCIL APPROVE THE DEDICATION OF THE RIGHT OF WAY FOR A PORTION OF EAST LANE SOUTH AND SE 5TH AVENUE AS SHOWN ON THE PARTITION PLAT, SAID PARTITION BEING APPROVED BY AN ADMINISTRATIVE ACTION ON JUNE 6, 2022, UNDER PLANNING FILE 2022-03-18PTN, AND AUTHORIZE THE MAYOR TO EXECUTE HIS SIGNATURE ON THE FINAL PLAT ACCEPTING THE DEDICATED RIGHT OF WAY.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

DEPARTMENT HEAD UPDATES

Police: Quarterly Report *(Attached)*
Michael Iwai, Police Chief, presented.

Councilor Braden stated he provided a great introduction regarding Danielle Llamas, and she had been praised before the Council before. He asked for a show of support and appreciation with a round of applause.

Councilor Kirby stated he was curious if the Chief was purchasing 26 vests, and Officer Llamas was a smaller frame, and there were larger officers, how did the sizing work and would, after the purchase, the vests continue to meet the needs of the organization.

Chief Iwai stated the vests were predominantly unisex and could be set for any size.

Councilor Hart stated there was no prepared resolution for this, and did the Chief have money already in the budget that could be allocated to this purchase, or did they need a consensus to have staff come back at the next meeting with a resolution showing how the vests would be paid for?

Mr. Cummings stated the vests could be purchased through the Public Safety Fund. There was currently $137K in the fund. They could move to pay for the vests from that fund. Staff would need to create a resolution to appropriate the funds.

Consensus for staff to bring back a resolution at the next meeting to pay for the vests from the Public Safety Fund.

DISCUSSION ITEMS

Airport Beacon Purchase
Justin Zysk, Airport Manager, presented.

Mayor Hill confirmed there had been $18K set aside for the other lights, and the request was to defer those lights and purchase the beacon.

Mr. Zysk stated that was correct. There had been $16K towards that line item. This purchase would be just under $12K, so there would be the $4K remaining to purchase a small number of lights.

Mr. Cummings stated the reason this was a discussion item was because the funding for the lighting had already been approved; this issue came up as an emergency. He had authority to sign the purchase order, but he wanted to bring it before the Council for review and discussion. However, if the Council did not feel this was a priority, staff would not move forward.

Consensus to move forward with the purchase.

Proposed Resolution #2022-128: Ontario Promise
Councilor Ken Hart presented.

BAKER moved, MILLS seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2022-128: A RESOLUTION TO AMEND RESOLUTION #2022-102 TO UPDATE THE ONTARIO PROMISE 529 SCHOLARSHIP PROGRAM BY CHANGING THE STUDENT BOUNDARIES AND ESTABLISH 529 ACCOUNTS FOR ALL STUDENTS IN THE 97914 ZIP CODE AREA.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

Councilor Kirby asked about students who had an existing 529 account.

Councilor Hart stated the ad hoc committee spoke about that. For the 76 students that met the criteria, as an example, he had two – a daughter who was a junior, and a daughter who was a junior in college. The college student did not get the $25, but the other daughter should. The process would be gone through manually to make sure that they received the $25. Those students should not be penalized for their parents already setting up a 529 plan.

HAND OUTS

Department Monthly Stats *(Attached)*
Public Works, Police, Code Enforcement, Fire: June, 2022

Minutes *(Attached)*
County Court: May 5, 2022; May 12, 2022; June 15, 2022

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

Councilor Melendrez thanked Councilor Hart for the 529 plan, while hoping his own kids would receive scholarships, he would now begin to put money into that savings account.

Councilor Melendrez stated on Sunday he attended the neighborhood watch meeting. Chief Iwai was in attendance and gave a great presentation. He learned a lot about the neighborhood and block or section coordinators, and the main coordinator would bring concerns to law enforcement. That would provide better awareness around the community. Along those lines, with planning, like when the gentlemen came about a year ago regarding the eastside and the speeding traffic and adding stop signs. He wanted that on the Planning Department's radar that the neighborhood group had some of the same concerns about students speeding and a lot of activity. He was asking for maybe some "slow" signs or speed limit signs.

Councilor Hart stated he attended the speed boat race Saturday and was pleasantly surprised. It was loud, but was a lot of fun. The attendance was lower this round, but he believed September was the larger race. He hoped there would be more grass and less mud. If folks hadn't attended yet, he suggested they take the opportunity.

Mayor Hill echoed those comments. He had attended the first event, and his only regret was not getting to ride in one.

Mr. Cummings reminded the Council that on July 8th he had sent an email about the ballot measures for the 2023 legislation action. He needed the Council to make their selections and get them back to him.

ADJOURN

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

ACCEPTED:	**ATTEST**
_______________________________	___________________________________
Riley J. Hill, Mayor	Tori Barnett, MMC, City Recorder

AGENDA REPORT
OLD BUSINESS
July 26, 2022

TO: Mayor and City Council

FROM: Danny K. Cummings City Manager Pro Tem

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: RENEWAL OF CONTRACT WITH OSTER PROFESSIONAL GROUP (OPG)

DATE: July 8, 2022

PROPOSED MOTION:

I MOVE THAT THE CITY COUNCIL APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH OSTER PROFESSIONAL GROUP (OPG) LLC AND AUTHORIZE CITY MANAGER PRO TEM DAN CUMMINGS TO SIGN THE CONTRACT.

SUMMARY:

Professional financial services have been contracted with Oster Professional Group since 2014. The contract has expired and needs to be renewed.

City staff and the City Attorney have been working with Oster's attorney to make agreed upon modifications to the contract. Both parties have agreed to the wording of the new contract.

BACKGROUND:

The City of Ontario entered into an agreement on July 1, 2016, for professional financial services. OPG has successfully managed Ontario's finances for nearly six years, resulting in clean audits. OPG inherited a financial condition that was not in great condition and implemented internal controls and reporting systems to bring Ontario's financial management and reporting to a standard consistent with good local governance.

CURRENT SITUATION:

The parties have agreed on a scope of services and professional services agreement for an additional five years of service through June 30, 2026.

ANALYSIS:

A. **STRATEGIC PLAN** The Financial Management goal was added to the city's strategic plan in 2020. OPG has been an essential part of providing sound financial management.

B. **FINANCIAL** The base fee in the agreement is $25,170 per month or $302,040 annually.

C. **TIMING** The contract period is for five years. The previous contract has expired, so the contract renewal period will actually be closer to 4 years looking forward and backdated to July 1, 2021. Oster and the city have operated in good faith, continuing to provide services. The agreement has a 30-day out clause throughout the entire period of the contract.

D. **POLICY/LEGAL** This agreement can only be approved by Council.

ALTERNATIVES:

Take No Action: We can assume that services will continue in good faith, however, without any contract there are no guarantees.

RECOMMENDATION:

City Manager Pro Tem recommends approval of the professional services agreement between the City of Ontario and Oster Professional Group LLC.

ATTACHMENTS:

1. Professional Services Agreement (01494740xB6300)

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is dated July 26, 2022, but made effective for all purposes as of July 1, 2022 (the "Effective Date"), and is entered into between City of Ontario ("City"), an Oregon municipal corporation, whose address is 444 SW 4th Street, Ontario, Oregon 97914, and Oster Professional Group, CPA's, PC ("Contractor"), an Oregon professional corporation, whose address is 77 W Adams Street, Burns, Oregon 97720.

RECITAL:

City desires to contract with Contractor to perform certain financial consulting duties and responsibilities 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, in consideration of the parties' mutual obligations contained in this Agreement, and 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 services identified on the Scope of Work attached hereto as Exhibit A (the "Scope of Work"); (b) any other necessary or appropriate services customarily provided by Contractor in connection with its performance of those services identified in the Scope of Work; and (c) such other finance administration and related services the parties may mutually and reasonably agree upon in writing 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 city manager and report directly to the city manager (or his or her designee) (provided, however, Contractor is not prohibited from communicating with the city council as Contractor determines necessary or appropriate), (y) devote such time and attention to performance of the Services as City and Contractor deem necessary or appropriate, and (z) perform the Services to the best of Contractor's ability.

1.2 Coordination; Schedule of Services. Contractor will perform the Services identified in the Scope of Work in a timely manner. Contractor will coordinate its performance of the Services with the city manager (or his or her designee). Contractor and City will routinely consult with each other to ensure effective and efficient provision of the Services. The city manager will have the authority to make decisions on behalf of City concerning the Services. Subject to the terms and conditions contained in this Agreement, Contractor may rely on the city manager's direction and instructions concerning Contractor's performance 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 its obligations under this Agreement (including, without limitation, the Services), City will pay Contractor the compensation identified in Section 2 of the Scope of Work, prorated as necessary. 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 the Contractor; (b) identification of the month and year during which the Services were performed; and (c) all other information reasonably requested by City. City will pay the amount due under each Invoice within thirty (30) days after City's review and approval of the Invoice; provided, however, (y) City will not unreasonably withhold approval of an Invoice, and (z) if an Invoice is disapproved, City will provide Contractor written notice of its disapproval along with a description of the basis for disapproval. Subject to the immediately preceding sentence, if City fails to make payment of an Invoice within thirty (30) days after City's approval of the subject Invoice, the payment amount under the subject Invoice will bear interest at the rate of nine percent (9%) per annum from the due date until paid by City in full. No compensation will be paid by City for any portion of the Services not performed. City's payment will be accepted by Contractor as full compensation for performing the Services to which the Invoice relates. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by City under this Agreement will not exceed the amount(s) identified in Section 2 of the Scope of Work.

2.2. No Benefits; No Reimbursement. City will not provide any benefits to Contractor (including, without limitation, Contractor's employees), 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 cost and 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 unless City agrees, in writing and in advance, to reimburse Contractor for a specific expense.

3. Relationship.

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 employ or engage other persons to assist Contractor in performing the Services (and has the authority to fire or terminate 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 certificates necessary or appropriate to perform the Services.

4. Contractor Representations; Warranties; 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; Binding Obligation; Conflicts. Contractor has full power and authority to sign and deliver this Agreement and to perform all 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 performance by Contractor of all 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 Quality of Services. Contractor will perform the Services to the best of Contractor's ability, diligently, in good faith, in a professional manner, and consistent with the terms and conditions contained in this Agreement. The Services will be performed in accordance with the Regulations (as defined below). Contractor will be solely responsible for the Services; provided, however, upon Contractor's request, City will timely provide Contractor information and documentation concerning the Services reasonably requested by Contractor from time to time. Contractor will make all decisions called for concerning the Services promptly and without unreasonable delay. All materials and documents prepared by Contractor will be accurate, complete, unambiguous, prepared properly, and in compliance with the Regulations.

4.3 Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels 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 required under this Agreement will be in form and content satisfactory to City, will list City (and City's officers, employees, and agents) as an additional insured, and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of City. Any Contractor insurance required under this Agreement may not be cancelled without ten (10) days' prior written notice to City. Contractor's insurance will be primary and any insurance carried by City will be excess and noncontributing. Contractor will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) Contractor is required to obtain under this Agreement upon Contractor's execution of this Agreement and at any other time reasonably requested by City. If Contractor fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs reimbursed by Contractor immediately upon City's demand.

4.4 Compliance With Laws. Contractor will comply and perform the Services in accordance with the Regulations. 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 all licenses, approvals, and/or certificates necessary or appropriate to perform the Services. For purposes of this Agreement, the term "Regulation(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 employee, officer, agent, and representative (collectively, "City's Representatives"), 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) damage, injury, and/or death to person or property caused directly or indirectly by Contractor (and/or Contractor's agents, employees, partners, shareholders, officers, directors, representatives, and/or contractors) in connection with Contractor's performance of the Services; (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 Assignment; Records. Contractor will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement to City upon the earlier of City's request or the termination of this Agreement. Contractor will maintain complete and accurate records concerning all Services performed and all documents produced under this Agreement for a period of five years after the termination of this Agreement.

Contractor's records will be maintained in accordance with sound accounting practices. Contractor's records concerning the Services, including, without limitation, Contractor's time and billing records, will be made available to City for inspection, copying, and/or audit immediately upon City's request.

4.7 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 services similar to the 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.

4.8 Confidential Information. During the term of this Agreement, and at all times thereafter, Contractor will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, or disclose any Confidential Information to any person, or remove or make reproductions of any Confidential Information, except as may be required in the ordinary course of Contractor's performance of the Services or as required by law, without the express prior written consent of the city manager. If Contractor is required by law to communicate or disclose any Confidential Information, before doing so Contractor will notify the city manager and will provide a copy of the subpoena, summons, or other legal document requiring disclosure, if any. Contractor will promptly notify the city manager of any unauthorized use, communication, or disclosure of any Confidential Information and will assist City in every way to retrieve any Confidential Information that was used, communicated, or disclosed by Contractor and will exert Contractor's best efforts to mitigate the harm caused by the unauthorized use, communication, or disclosure of any Confidential Information. Upon the earlier of City's request or termination of this Agreement, Contractor will immediately return to City all documents, instruments, or materials containing any Confidential Information accessed or received by Contractor, together with all copies and summaries of such Confidential Information. If requested by City, Contractor will execute a written certification satisfactory to City pursuant to which Contractor will represent and warrant that Contractor has returned all Confidential Information to City in accordance with the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the terms of this Agreement do not operate to transfer any ownership or other rights in or to the Confidential Information to Contractor or any other person. For purposes of this Agreement, the term "Confidential Information" means any and all information relating to City in whatever form, including, without limitation, financial and technical information, information concerning City's operations, employees, contracts, records, programs, systems, processes, information derived from reports, investigations, research, work in progress, financial information, and confidential filings with any state or federal agency; provided, however, the term "Confidential Information" does not include City's public records which are non-exempt public records under applicable federal, state, and/or local laws.

5. City Representations; Warranties; Covenants.

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

5.1 Authority; Binding Obligation; Conflicts. City has full power and authority to sign and deliver this Agreement and to perform all City's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of City, enforceable against City in accordance with its terms. City's signing and delivery of this Agreement and performance by City of all City's obligations under this Agreement will not (a) breach any agreement to which City is a party, or give any person the right to accelerate any obligation of City, (b) violate any law, judgment, and/or order to which City is subject, and/or (c) require the consent, authorization, and/or approval of any person, including, without limitation, any governmental body.

5.2 Compliance With Laws; Insurance. City will perform its obligations under this Agreement in accordance with the Regulations. City will maintain all insurance policies normally obtained and maintained by similarly situated Oregon municipal corporations.

5.3 City Indemnification. City will defend, indemnify, and hold Contractor, and each present and future Contractor employee, officer, agent, and 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, City's breach and/or failure to perform any City representation, warranty, covenant, and/or obligation contained in this Agreement. City's indemnification obligations provided in this Section 5.3 will survive the termination of this Agreement.

6. Term and Termination.

6.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until June 30, 2027, unless sooner extended or terminated as provided in this Agreement. This Agreement may be extended by the parties' mutual written agreement. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated (a) at any time by the parties' mutual written agreement, and/or (b) by either party for convenience and without cause by providing the other party thirty (30) days' prior written notice of such termination.

6.2 Immediate Termination. Notwithstanding anything contained in this Agreement to the contrary, either party (the "Non-Defaulting Party") may terminate this Agreement immediately upon notice to the other party (the "Defaulting Party") upon the happening of any of the following events: (a) the Defaulting Party engages in any form of dishonesty or conduct involving moral turpitude that reflects adversely on the reputation or operations of the Non-Defaulting Party; (b) the Defaulting Party fails to comply with any applicable law related to the Defaulting Party's independent contractor relationship with the Non-Defaulting Party; (c) continuous or repeated problems occur in connection with the Defaulting Party's performance of its obligations under this Agreement; and/or (d) the Defaulting Party breaches and/or otherwise fails to perform any Defaulting Party representation, warranty, covenant, and/or obligation contained in this Agreement.

6.3 Consequences of Termination. Upon termination of this Agreement, (a) Contractor will immediately discontinue performing the Services unless the termination notice directs otherwise, (b) upon receipt of Contractor's final Invoice, City will make payment to Contractor for all Services properly completed through the effective date of the termination no later than forty-five (45) days after City receives and approves Contractor's final Invoice; provided, however, (i) City will not unreasonably withhold approval of the final Invoice, and (ii) if the final Invoice is disapproved, City will provide Contractor written notice of its disapproval along with a description of the basis for disapproval, and (c) City will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from cancellation of such contractual commitments. Notwithstanding anything contained in this Agreement to the contrary, termination of this Agreement by either party will not constitute a waiver or termination of any rights, claims, and/or causes of action the party may have against the other party. Within a reasonable period of time after termination of this

Agreement (but in no event later than five days after termination), Contractor will deliver to City all materials and documentation related to or concerning the Services.

6.4 Remedies. If a party breaches or otherwise fails to perform any of its representations, warranties, covenants, 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. All available remedies are cumulative and may be exercised singularly or concurrently.

7. Miscellaneous.

7.1 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 reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Contractor will not assign this Agreement (or the Services) to any person without City's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

7.2 Attorney Fees; Dispute Resolution. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, 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.

7.3 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.

7.4 Attachments; Conflict; Further Assurances. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement; provided, however, if any exhibit, schedule, instrument, document, and/or other attachment conflicts with this Agreement, the terms contained in this Agreement will control. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to Contractor's performance of its obligations under this Agreement. All notices or other communications required or permitted by 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 notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email 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 pre-paid, certified, return receipt requested.

7.5 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 the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. The parties have not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

7.6 Person; Interpretation; Execution. 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, 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.

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

CITY:
City of Ontario,
an Oregon municipal corporation

____
By: Dan Cummings, City Manager Pro Tem

CONTRACTOR:
Oster Professional Group, CPA's, PC,
an Oregon professional corporation

____
By: _____________________________
Its: _____________________________

Exhibit A
Scope of Services

In addition to all other Services identified under this Agreement, Contractor will perform the following finance administration and related services for and on behalf of City:

1. Finance Administration Services.

1.1 General Management. For purposes of performing the Services, a Contractor employee will maintain a physical presence at City's main office during regular business hours when City offices are open, unless otherwise mutually agreed by City and Contractor in writing. If City's offices are not open or operational due to Unforeseen Circumstances (as defined below), the Contractor employee may perform the Services remotely. If and when necessary or appropriate, the Contractor employee will provide back-up for City's front desk position. For purposes of this Exhibit A, the term "Unforeseen Circumstances" means circumstances that result in work stoppage or slow down, a natural disaster, inclement weather, an act of war or terrorism (foreign or domestic), utility failure, or public health emergency (as declared by the Governor of Oregon, Malheur County Health Department, federal law or regulation, or Oregon law or regulation).

1.2 Monthly Tasks. Each month during the term of this Agreement, Contractor will (a) review the accuracy of City's general ledger accounting, accounts payable processing, accounts receivable processing, and payroll processing, (b) reconcile or monitor reconciliation of the general ledger and bank accounts, (c) provide monthly budget to actual reports and other financial reports to the council, city manager, and department heads, and (d) provide timely and accurate monthly variance reports for City staff.

1.3 Quarterly Task Cycle. Each quarter during the term of this Agreement, Contractor will (a) prepare and file quarterly payroll reports, (b) provide grant administration, as needed, and (c) monitor capital asset listing, including construction in progress.

1.4 Annual Task Cycle. Each year during the term of this Agreement, Contractor will (a) prepare and file annual payroll reports and W-2s, (b) prepare, or monitor preparation of, all working papers required for the annual financial statement audit, (c) monitor year-end closing of City's books, (d) gather information from City department heads and staff necessary to prepare the annual budgets for city manager approval, and (e) provide on-site assistance during the annual financial statement audit.

1.5 As Needed Tasks. As and when requested, Contractor will (a) timely respond to council inquiries for specified information, (b) participate in City staff meetings remotely or in-person upon request with reasonable advance notice by City to enable appropriate preparation for such meetings, (c) perform other services as reasonably requested by City from time to time that are consistent with the services performed by Contractor under this Agreement, (d) provide on-site assistance during audits, including audits related to payroll, grants, etc., (e) monitor budget to actual data, and (f) generate financial reports as scheduled or otherwise requested from time to time.

1.6 Meeting Attendance. Contractor will attend (a) all regularly scheduled council work sessions and meetings, (b) special council meetings as necessary upon reasonable advance notice, (c) all budget committee meetings, and (d) all other selected committee meetings City and Contractor mutually determine necessary or appropriate. Contractor will maintain budget committee minutes and timely submit such minutes to the city manager and city recorder.

1.7 Payroll. Contractor will (a) prepare City's monthly payroll, including ACH upload and checks, (b) prepare payments for payroll liabilities, (c) upload payroll data to PERS, and (d) reconcile PERS data with payroll system.

1.8 Month End Closing; Journal Entries. Contractor will (a) prepare journal entries as needed, subject to the city manager's approval, (b) prepare month-end closing entries, (c) provide bank administration, as necessary, and (d) process month-end cash receipts.

2. Compensation. In consideration of Contractor's performance of the Services and other obligations under this Agreement, during the term of this Agreement City will pay Contractor the total sum of $25,925.08 per month, $311,101.00 per year. Commencing on the first-year anniversary of the Effective Date, and continuing annually on the same day thereafter during the term of this Agreement, the compensation payable by City under this Agreement will increase by the percentage increase during the applicable year in the Consumer Price Index for All Urban Consumers (CPI-U) West Region published by the Bureau of Labor Statistics of the United States Department of Labor; provided, however, in no event will any annual increase exceed three percent (3%).

AGENDA REPORT
OLD BUSINESS
July 26, 2022

TO: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: RESOLUTION #2022-129: TXF FUNDS - PURCHASE BALLISTIC PROTECTION VESTS

DATE: July 15, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2022-129: A RESOLUTION TO APPROPRIATE FUNDING FOR POLICE BALLISTIC PROTECTION EQUPIMENT.

SUMMARY:

A budget resolution is necessary to appropriate funds for the police equipment.

BACKGROUND:

Chief Iwai presented the police quarterly report to the City Council at the meeting on July 12, 2022. Part of the presentation informed the Council of some police equipment needed to increase police officer safety. The Chief requested to purchase the following items for each officer:

1. Rifle plate carrier vest
2. Ballistic inserts (2)
3. Double rifle mag pouch
4. Basic medical pouch
5. EMS shears

The City Council gave a consensus for staff to come back with a resolution to appropriate the $26,321.25 equipment purchases.

CURRENT SITUATION:

The budget resolution to appropriate the funding is presented for approval. The funding will be taken from the public safety department within the reserve fund.

ANALYSIS:

A. **STRATEGIC PLAN** The equipment purchase falls under Desirability Strategy 3 to keep public safety equipment current in order to keep employees and citizens safe.

B. **FINANCIAL** The $26,322 will be paid from the Public Safety department within the Reserve Fund. Currently, there is a $137,492 public safety contingency which will leave a $111,170 balance after the equipment is appropriated.

C. **TIMING** The police department would like to purchase the equipment as soon as possible.

D. **POLICY/LEGAL** A formal resolution approved by the City Council is required to spend funds per ORS 294.

ALTERNATIVES:

The City Council could choose not to approve the resolution. This would not allow the purchase of the ballistic protection equipment.

RECOMMENDATION:

Staff recommends the City Council approve Resolution #2022-129.

ATTACHMENTS:

1. Reso #2022-129 Ballistic Protection Vests

RESOLUTION #2022-129

A RESOLUTION TO APPROPRIATE FUNDING FOR POLICE BALLISTIC VESTS

WHEREAS, The Ontario Police Department is lacking some necessary equipment to protect the police officers; **and**

WHEREAS, The City would like to purchase vests for long gun and assault rifle ballistic protection along with some basic medical supplies; **and**

WHEREAS, The City desires to modify the 2022-2023 budget in order to appropriate funding for the police equipment.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the following adjustment to the fiscal year 2022-2023 budget:

Line Item	Item Description	FY 22-23 Budget	Amount of Change	Adjusted Budget
RESERVE FUND – PUBLIC SAFETY DEPARTMENT				
055-131-712108	Police Equipment	$ -	$26,322	$26,322
055-131-871000	Contingency	$137,492	($26,322)	$111,170

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 26th day of July 2022, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 26th day of July, 2022.

____
Riley J. Hill, Mayor

ATTEST:

____
Tori Barnett, MMC, City Recorder

AGENDA REPORT
OLD BUSINESS
July 26, 2022

TO: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: RESOLUTION #2022-130: DONATION TO ONTARIO BOXING CLUB

DATE: July 15, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2022-130: A RESOLUTION TO APPROPRIATE FUNDING FOR A DONATION TO THE ONTARIO BOXING CLUB.

SUMMARY:

Attached is Resolution #2022-130.

BACKGROUND:

Michael Padilla presented to the Council at the June 28th and July 12th City Council meetings information about the new Ontario Boxing Club and asked for a $6,000 donation. The donation will be to fund some startup expenses; the Ontario School District 8c will take over the program in the future.

The City Council gave a consensus for staff to bring a resolution to appropriate funding for the donation.

CURRENT SITUATION:

The attached resolution appropriates the $6,000, taking the funding from General Fund Contingency.

ANALYSIS:

A. **STRATEGIC PLAN** No direct strategic plan impact.

B. **FINANCIAL** $6,000 will be appropriated out of the General Fund Contingency, which will leave a balance of $246,639.

C. **TIMING** The Ontario Boxing Club would like to get the program set up as soon as possible, so the sooner the donation can be made, the better for the club.

D. **POLICY/LEGAL** A formal resolution approved by the City Council is required to spend funds per ORS 294.

ALTERNATIVES:

1. The City Council could choose not to approve the resolution. This would not allow a donation to the Ontario Boxing Club.
2. The City Council could choose to fund the donation from a different source.

RECOMMENDATION:

Staff recommends the approval of Resolution #2022-130.

ATTACHMENTS:

1. Reso #2022-130 Boxing Club Donation

RESOLUTION #2022-130

A RESOLUTION TO APPROPRIATE FUNDING FOR A DONATION TO THE ONTARIO BOXING CLUB

WHEREAS, Presentations were given to the City Council at the July 12, 2022 and June 28, 2022 meetings requesting a donation of $6,000 to start the Ontario Boxing Club; **and**

WHEREAS, The City Council would like to make a donation of $6,000 to the Ontario Boxing Club for the startup and equipment purchases; **and**

WHEREAS, The City desires to modify the 2022-2023 budget in order to appropriate funding for the boxing fund donation.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the following adjustment to the fiscal year 2022-2023 budget:

Line Item	Item Description	FY 22-23 Budget	Amount of Change	Adjusted Budget
GENERAL FUND				
001-017-615566	Ontario Boxing Club Donation	$ -	$6,000	$6,000
001-004-871000	Contingency	$252,639	($6,000)	$246,639

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 26th day of July 2022, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 26th day of July, 2022.

____
Riley J. Hill, Mayor

ATTEST:

____
Tori Barnett, MMC, City Recorder

AGENDA REPORT
OLD BUSINESS
July 26, 2022

TO: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Dan K. Cummings, City Manager Pro Tem

SUBJECT: ORDINANCE #2811-2022: OMC 8-11-18 WATER SHORTAGE EMERGENCY CODE REVISIONS

DATE: July 19, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE ORDINANCE #2811-2022, AN ORDINANCE ADOPTING THE PROPOSED MODIFICATIONS TO THE CITY'S WATER SHORTAGE EMERGENCY ORDINANCE AS PRESENTED.

SUMMARY:

The City of Ontario Code of Ordinances, Title 8, Chapter 11, Section 18, titled Water Shortage Emergency requires updating to reflect the current water supply system serving the City. The last update occurred more than 20 years ago. Staff have proposed changes to the code to reflect the current operating status.

BACKGROUND:

The current Water Shortage Emergency code was adopted more than 20 years ago and is no longer reflective of the current water supply system.

RECOMMENDATION:

Staff recommends approving the ordinance change as proposed

ATTACHMENTS:

1. Water_shortage_emergency Revisions
2. Ord #2811-2022 OMC 8-11-18 Water Conservation

8-11-18 Water shortage emergency.

(A) When the Mayor, or City Manager, determines that the City water supply is inadequate to meet the demands of the residents of the City, he shall declare a water shortage emergency to exist.

(B) In the event of water shortage emergency is declared as set forth hereinabove, the following measures shall be implemented:

Water ~~Level~~ Shortage Action Levels	Water Shortage ~~Alert~~ ActionsStages ~~According to Water Management Plan 1999~~
Level I: Reservoir System Storage down ~~ten~~ fifteen percent (15~~0~~%) to twenty five percent (25%)from normal operating capacity and/or river intake or groundwater intake conditions or limitations that warrant Level I action. ~~thirty feet (30') to twenty-seven feet (27').~~	Voluntary Reduction of Water Use: This stage of water use reduction would come as a declaration from the City Manager. The public is requested to help abate the situation through a concerted effort to use less water. Irrigation shall be limited to alternate days; residents with addresses ending in an odd digit shall irrigate no more often than on calendar days ending in an odd digit; likewise, those residents with addresses ending in an even digit shall irrigate no more often than on calendar days ending in an even digit.
Level II: Reservoir System Storage down twenty five percent (25%) to fifty percent (50%) from normal operating capacity and/or river intake or groundwater intake conditions or limitations that warrant Level II action. ~~Level II Reservoir at twenty-four feet (24') or twenty percent (20%) shortage.~~	This regulation restricts types of outside water use by prohibiting use of potable water for washing driveways and sidewalks, washing of cars other than at car washes that recycle water, filling swimming pools, spraying water for dust control, etc.
Level III: Reservoir System Storage down fifty percent (50%) to seventy-five percent (75%) from normal operating capacity and/or river intake or groundwater intake conditions or limitations that warrant Level III action. ~~Level III Reservoir at fifteen feet (15') or fifty percent (50%) shortage.~~	This regulation prohibits any and all outside water use. All use of water shall be prohibited for irrigation or other uses other than uses within a residence or building that are necessary to the health and safety of the residents of the City.
Level IV: Reservoir System Storage down seventy-five percent (75%) or greater from normal operating capacity and/or river intake or groundwater intake conditions or limitations that warrant Level IV action. ~~Level IV Reservoir at seven and a half feet (7.5') or~~	This regulation is a ~~commercial~~ system wide use restriction. This level of water use curtailment will restrict the use of water for any purpose other than needed for public health. ~~This eliminates all uses including commercial, industrial and fire protection.~~

~~seventy-five percent (75%) shortage.~~	
~~Level V Reservoir at less than seven and a half feet (7.5') or less than seventy-five percent (75%).~~	~~This regulation is also called water rationing. This extreme measure would have to be put into effect in the event that a catastrophic loss occurred to the water system. A plan shall be put into effect to ration water to each service based on the number of people served and a system to monitor compliance by the users.~~

(C) With the declaration of each water shortage level, public announcements to local media shall describe the situation causing the reduced water supply and possible affects of the shortage to public health and fire protection, requirements of the ordinance and the legal consequences of violating the ordinance.

(D) "Irrigation" as used in this Section shall mean the application of water to lawns, shrubbery and gardens on those properties serviced by the City water system.

(E) In the event a water supply shortage emergency is declared, the Mayor or City Manager shall direct that notice of declaration of a water shortage emergency be published in a daily newspaper of general circulation in the City no more than twenty-four (24) hours after declaration of emergency. The measures directed by the Mayor in accordance with this Section dealing with the water shortage emergency shall become effective twenty-four (24) hours after the aforementioned notice is published. Notice given under this subsection shall be applicable only to subsection (B)(1) of this Section.

(F) Any person violating any of the provisions of this Section (8-11-18), upon the conviction thereof, shall be punished by a fine to be set by fee resolution; provided, however, no prosecution shall be commenced for any violation occurring prior to publication of the notice set forth in subsection (C) of this Section.

(Ord. 2521 § 11, 2003)

ORDINANCE NO. 2811-2022

AN ORDINANCE AMENDING ONTARIO MUNICIPAL CODE 8-11-18 CONCERNING WATER SERVICE REGULATIONS

WHEREAS, The City of Ontario provides water service to the residents and businesses in the City of Ontario; and

WHEREAS, The city has identified Title 8, Chapter 11, Section 18, on water service regulations, which needs to be updated; and

WHEREAS, Additions are designed by **bold** and <u>underlined</u>; deletions are represented by a ~~strikeout~~; and

WHEREAS, All other language in Title 8, Chapter 11, shall remain unchanged and in full effect.

NOW THEREFORE, THE CITY OF ONTARIO ORDAINS AS FOLLOWS:

Ontario Municipal Code Section 8-11-18 shall be amended to read:

8-11-18 Water shortage emergency.

(A) When the Mayor or City Manager determines that the City water supply is inadequate to meet the demands of the residents of the City, he shall declare a water shortage emergency to exist.

(B) In the event of water shortage emergency is declared as set forth hereinabove, the following measures shall be implemented:

Water ~~Level~~ **<u>Shortage Action Levels</u>**	Water Shortage ~~Alert~~ **<u>Actions</u>** ~~Stages According to Water Management Plan 1999~~
Level I**<u>:</u>** Reservoir **<u>System Storage</u>** down ~~ten~~ **<u>fifteen</u>** percent (1**<u>5</u>**~~0~~%) to **<u>twenty five percent (25%)</u>** from **<u>normal operating capacity and/or river intake or groundwater intake conditions or limitations that warrant Level I action.</u>** ~~thirty feet (30') to twenty-seven feet (27').~~	Voluntary Reduction of Water Use: This stage of water use reduction would come as a declaration from the City Manager. The public is requested to help abate the situation through a concerted effort to use less water. Irrigation shall be limited to alternate days; residents with addresses ending in an odd digit shall irrigate no more often than on calendar days ending in an odd digit; likewise, those residents with addresses ending in an even digit shall irrigate no more often than on calendar days ending in an even digit.

Level II: **<u>Reservoir System Storage down twenty five percent (25%) to fifty percent (50%) from normal operating capacity and/or river intake or groundwater intake conditions or limitations that warrant Level II action.</u>** ~~Level II Reservoir at twenty-four feet (24') or twenty percent (20%) shortage.~~	This regulation restricts types of outside water use by prohibiting use of potable water for washing driveways and sidewalks, washing of cars other than at car washes that recycle water, filling swimming pools, spraying water for dust control, etc.
Level III: **<u>Reservoir System Storage down fifty percent (50%) to seventy-five percent (75%) from normal operating capacity and/or river intake or groundwater intake conditions or limitations that warrant Level III action.</u>** ~~Level III Reservoir at fifteen feet (15') or fifty percent (50%) shortage.~~	This regulation prohibits any and all outside water use. All use of water shall be prohibited for irrigation or other uses other than uses within a residence or building that are necessary to the health and safety of the residents of the City.
Level IV: **<u>Reservoir System Storage down seventy-five percent (75%) or greater from normal operating capacity and/or river intake or groundwater intake conditions or limitations that warrant Level IV action.</u>** ~~Level IV Reservoir at seven and a half feet (7.5') or seventy-five percent (75%) shortage.~~	This regulation is a ~~commercial~~ **<u>system wide</u>** use restriction. This level of water use curtailment will restrict the use of water for any purpose other than needed for public health. ~~This eliminates all uses including commercial, industrial, and fire protection.~~
~~Level V: Reservoir is less than seven and half feet (7.5') or less than seventy-five percent (75%).~~	~~This regulation is also called water rationing. This extreme measure would have to be put into effect in the event that a catastrophic loss occurred to the water system. A plan shall be put into effect to ration water to each service based on the number of people served and a system to monitor compliance by the users.~~

(C) With the declaration of each water shortage level, public announcements to local media shall describe the situation causing the reduced water supply and possible ~~affects~~ **effects** of the shortage to public health and fire protection, requirements of the ordinance and the legal consequences of violating the ordinance.

(D) "Irrigation" as used in this Section shall mean the application of water to lawns, shrubbery and gardens on those properties serviced by the City water system.

(E) In the event a water supply shortage emergency is declared, the Mayor or City Manager shall direct that notice of declaration of a water shortage emergency be published in a daily newspaper of general circulation in the City no more than twenty-four (24) hours after declaration of emergency. The measures directed by the Mayor in accordance with this Section dealing with the water shortage emergency shall become effective twenty-four (24) hours after the aforementioned notice is published. Notice given under this subsection shall be applicable only to subsection (B)(1) of this Section.

(F) Any person violating any of the provisions of this Section (8-11-18), upon the conviction thereof, shall be punished by a fine to be set by fee resolution; provided, however, no prosecution shall be commenced for any violation occurring prior to publication of the notice set forth in subsection (C) of this Section.

PASSED AND ADOPTED by the Common Council of the City of Ontario this _____ day of July, 2022.

AYES:

NAYS:

ABSENT:

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

ATTEST:

_________________________________ _____________________________________

Riley J. Hill, Mayor Tori Barnett, MMC, City Recorder

AGENDA REPORT
NEW BUSINESS
July 26, 2022

TO: Mayor and City Council

FROM: Justin Zysk, Airport Manager

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: AIRPORT PAVEMENT REHABILITATION FAA GRANT AGREEMENT

DATE: July 22, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE THE AIRPORT IMPROVEMENT PROGRAM PROJECT NO. 3-41-0044-021-2022 GRANT AGREEMENT AND AUTHORIZE THE CITY MANAGER PRO TEM TO SIGN THE AGREEMENT.

SUMMARY:

The FAA has contacted the city to execute an FAA Grant Agreement for the upcoming Airport Pavement Rehabilitation Project. In the past, the City Council has approved such agreements and authorized the City Manager to sign these types of documents.

BACKGROUND:

The Ontario Municipal Airport is preparing for a pavement rehabilitation project. The proposed project improvements would consist of crack filling and seal coating of all airfield pavements, including Runway 15-33, the parallel taxiway, connector taxiways, hangar taxilanes, and the apron area. The total anticipated surface area is 144,024 square yards (SY); 59,259 for Runway 15-33, 47,613 SY for taxiways/taxilanes, and 37,153 SY for the apron. The FAA recommends routine pavement maintenance, including crack fill and seal coat, every five years to reduce the rate of pavement deterioration and help the pavements reach their design life. The runway, parallel taxiway, apron, and connector taxiways were rehabilitated in 2011 and have never had a pavement maintenance project performed on them. These airfield pavements are beginning to show signs of surface oxidation, while the older pavements show oxidation and impending failure of existing crack fill material.

The project has been designed and bid appropriately, and construction is scheduled for the end of September, 2022.

<u>CURRENT SITUATION:</u>

The FAA has submitted to the City of Ontario the Grant Agreement, which needs to be signed by the city's sponsor. Authorization to appoint the City Manager and or City Manager Pro Tem as the city's sponsor is needed, as well as the City Council's approval of the Agreement. Once this approval and signature authorization is granted, the City Attorney will then become the last signature prior to returning the documents to the FAA.

<u>ANALYSIS:</u>

A. **<u>STRATEGIC PLAN</u>** This item falls under the city's Beautification strategy.

B. **<u>FINANCIAL</u>** The FAA AIP Grant Offer 3-41-0044-021-2002 to fund the Pavement Rehabilitation Project is in the amount of $385,282, which is 90% of the project costs.The State of Oregon COAR Grant will fund $33,750 (7.9%) and the City of Ontario will fund $9,060 (2.1%) for a project total of $428,092.

   During the budget process, staff budgeted on a typical 2% city match amount based on project cost estimates at that time. Due to the state's budget being locked in back in September 2021, coupled with a 14% increase in the anticipated project cost compared to actual bids received, the state could only cover a max of 7.9%. The amount the city budgeted for this grant match was $6,250; however, our actual match amount is $9,060, which is short by $2,810. Staff will work to bring forth a resolution to pull funds from contingency to cover the difference.

C. **<u>TIMING</u>** Approval, complete execution, and return of this agreement has a deadline of August 5th, 2022.

D. **<u>POLICY/LEGAL</u>** Grant agreements and authorizations for the City Manager to sign such agreements must be approved by the City Council.

<u>ALTERNATIVES:</u>

The City Council could choose not to approve the grant agreement or to not authorize the City Manager Pro Tem to sign the agreement; however, this decision would cause a major delay in completing the project on time.

<u>RECOMMENDATION:</u>

Staff recommends the City Council approve the FAA Grant Agreement for Airport Improvement Program Project No. 3-41-0044-021-2022 and authorize the City Manager Pro Tem to sign as the city's sponsor.

<u>ATTACHMENTS:</u>

1. ONO-NMG-3-41-0044-021-2022-Grant Agreement_encrypted_

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Oregon,Washington

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

July 8, 2022

Mr. Dan Cummings
City of Ontario
444 SW 4th Street
Ontario, OR 97914

Dear Mr. Cummings:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-41-0044-021-2022 at Ontario Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 5, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
    1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
    2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

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

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Joseph Dalke, (206) 231-4137, joseph.dalke@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Warren D. Ferrell
Manager
Seattle ADO

U.S. Department of Transportation Federal Aviation Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 8, 2022
Airport/Planning Area	Ontario Municipal Airport
FY2022 AIP Grant Number	3-41-0044-021-2022 (Contract Number: DOT-FA22NM-0109)
Unique Entity Identifier	MC47D136GC46

TO: City of Ontario

(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated February 17, 2022, for a grant of Federal funds for a project at or associated with the Ontario Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Ontario Municipal Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 15/33 (seal coat and crack seal); Rehabilitate parallel taxiway, including connector taxiways and holding apron (seal coat and crack seal); Rehabilitate general aviation apron (seal coat and crack seal); Rehabilitate hangar taxilane area (seal coat and crack seal), including Taxilanes 1-13

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $385,282.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $ 0 for planning
   $ 385,282 airport development or noise program implementation; and,
   $ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

5. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

7. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 5, 2022, or such subsequent date as may be prescribed in writing by the FAA.

8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

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

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

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

12. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

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

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

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

16. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

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

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

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

20. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
   1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
    1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
    2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
        a. Associated with performance under this Grant; or
        b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.

d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
    1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
    2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

22. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 2008, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

23. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
   v. A court or grand jury;
   vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
   vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

24. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
    a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
    b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

    a. Location of all runways, taxiways, and aprons;

    b. Dimensions;

    c. Type of pavement; and,

    d. Year of construction or most recent major rehabilitation.

2. Inspection Schedule.

    a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

    b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

    a. Inspection date;

    b. Location;

    c. Distress types; and

    d. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

25. **Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

26. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

27. **Grant Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of this grant is based on the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor Certifications received from the

Sponsor for the work included in this grant are hereby incorporated into this grant agreement. The Sponsor understands that:

a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;

b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;

If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Warren Ferrell
(Typed Name)

Manager, Seattle Airports District Office
(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated ______________________________

City of Ontario
(Name of Sponsor)

____
(Signature of Sponsor's Authorized Official)

By: ______________________________
(Typed Name of Sponsor's Authorized Official)

Title: ______________________________
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, ____________________________, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Oregon___. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at ____

By: ______________________________

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

Footnotes To Assurance (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

   Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
    1. eliminate such adverse effect in a manner approved by the Secretary; or
    2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability
    1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
    2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
    3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

    The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The (**City of Ontario**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of February 17, 2022.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

AGENDA REPORT
PUBLIC HEARING
July 26, 2022

TO: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: ORDINANCE #2812-2022: ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO FROM URBAN GROWTH AREA (UGA) RESIDENTIAL (UGA-RS50) TO CITY SINGLE FAMILY RESIDENTIAL (RS-50)

DATE: July 18, 2022

PROPOSED MOTION:

A. APPROVAL:

1. I MOVE THAT THE CITY COUNCIL APPROVE THE FINDING OF FACTS AND RECOMMENDATION OF THE PLANNING COMMISSION FOR THE ANNEXATION AND REZONE OF THE SUBJECT PROPERTY FROM UGA RESIDENTIAL (UGA-RS50) TO CITY SINGLE FAMILY RESIDENTIAL (RS-50) AS SET FORTH IN ACTION 2022-05-22AZ BASED ON THE INFORMATION, FINDINGS AND CONCLUSIONS SET FORTH IN THIS REPORT.

2. IN ACCORDANCE WITH SECTION 8.2(2) OF THE CITY CHARTER I MOVE THAT THE CITY COUNCIL APPROVE ORDINANCE #2812-2022, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO FROM URBAN GROWTH AREA (UGA) RESIDENTIAL (UGA-RS50) TO CITY SINGLE FAMILY RESIDENTIAL (RS-50), BEING A PARCEL WITHIN THE NW1/4 SECTION 5, TOWNSHIP 18 SOUTH, RANGE 47 EAST, WILLAMETTE MERDIAN AS SET FORTH IN ACTION 2022-05-22AZ, AT A SINGLE MEETING BY TITLE ONLY.

IF VOTE IS UNANIMOUS:
3. IN ACCORDANCE WITH SECTION 8.2(2) OF THE CITY CHARTER I MOVE THAT THE CITY COUNCIL APPROVE ORDINANCE #2812-2022, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO FROM URBAN GROWTH AREA (UGA) RESIDENTIAL (UGA-RS50) TO CITY SINGLE FAMILY RESIDENTIAL (RS-50), BEING A PARCEL WITHIN THE NW1/4 SECTION 5, TOWNSHIP 18 SOUTH, RANGE 47 EAST, WILLAMETTE MERDIAN AS SET FORTH IN ACTION 2022-05-22AZ, AT A SINGLE MEETING BY TITLE ONLY.

B. DENIAL:

1. I MOVE THAT THE CITY COUNCIL DENY THE REQUEST FOR ANNEXATION AND REZONE OF THE SUBJECT PROPERTY FROM UGA RESIDENTIAL (UGA-RS50) TO CITY SINGLE FAMILY RESIDENTIAL (RS-50) AS SET FORTH IN ACTION 2022-05-22AZ, BASED ON THE FOLLOWING LEGAL REASONS (NEED TO LIST THE LEGAL DENIAL FINDINGS):

SUMMARY:

The applicant/owner owns a parcel known as Tax Map 18SR47E05, Tax Lot 3401. The tax lot is currently zoned UGA Residential(UGA-RS50) and is requesting the property be zoned city Single Family Residential (RS-50).

BACKGROUND:

The applicant has submitted an application for the annexation and rezone of a parcel of land known as Tax Lot 3401on assessor's map 18SR47E05, which was found to be complete on May 23, 2022, and provided enough information to schedule a public hearing on the matter.

This request for 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 rezone from UGA Residential (UGA-RS50) to City Single Family Residential (RS-50) within the city limits of the City of Ontario.

There are no recent city planning actions on the property. The property was part of a property line adjustment while in the county in 2006.

The Planning Commission heard this action at a Public Hearing on July 11, 2022, and, based on the testimony given at the hearing, sent a recommendation to approve the action.

CURRENT SITUATION:

The proposed development must comply with applicable provisions of the OCC (City of Ontario Zoning Ordinance as set forth in the Ontario City Code), and the City of Ontario Comprehensive Plan. Generally, unless otherwise noted, if a request is found to be consistent with the Zoning Ordinance, it is considered to be consistent with the Comprehensive Plan and the Single Family Residential zone 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 map amendment is to bring the property into the City of Ontario and maintain the zoning of the property consistent with the statewide planning goals and the guidelines to allow for development of the property..

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

The property is within the City of Ontario Urban Growth Boundary (UGA) and the annexation and rezoning of the property is in compliance with the acknowledged Comprehensive Plan and zoning.

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

There is no error; the requested zone of Single Family Residential RS-50 is in compliance with the Comprehensive Plan for the zoning of this property.

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

Allowing the annexation and rezoning of the property allows the property to be developed into much needed housing lots. The request is in harmony with the surrounding zoning and matches the zoning as per the Comprehensive Plan and zoning map.

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

The parcel of the proposed rezone far exceeds the minimum parcel size for the type of requested zone and will be able to be developed into single family lots as planned in the Comprehensive Plan.

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

The property is in the UGA and is part of the City Transportation Master Plan, City Water Master Plan, City Waste Water Master Plan and the City Storm Water Master Plan and, therefore, has been approved to provide city services.

Currently, there is one single family dwelling on the property with a failing sewer drain field. There is city sewer and water within NW 4th Avenue that can be extended to this property to connect the existing dwelling, as well as new lots to the city system.

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

The property is already part of the city approved zoning and has been approved for residential use and can be developed once brought into the city limits and is in harmony with the surrounding properties zoned accordingly.

Summary Conclusions: Based on the findings above:

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

b. The 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 Residential RS-50 zone to the City Single Family Residential RS-50 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 the same zoning as the comprehensive plan and is the same zoning of the lands to the west, south, east and north of this property. CRITERION IS MET

e. As noted in findings 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

Rezone Final Conclusion: ALL CRITERIA ARE MET

B. Annexation:

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

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

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

1. The applicants have paid the fees and provided the proper application with signatures.

2. The property is annexable because it lies inside the Urban Growth Boundary and is contiguous with current city limits along the west and south sides of the property.

3. The property is currently zoned for residential use in the Urban Growth Area; the requested zone, City Single Family Residential (RS-50), is consistent with contiguous property.

4. Findings from preceding sections of this report are herein included by this reference. A change to the comprehensive plan map or text is not necessary to annex the property, and the annexation of the property is consistent with all applicable Comprehensive Plan Policies.

5. Annexation would benefit the city by increasing tax revenue, and by providing much needed residential housing building sites.

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

SUMMARY CONCLUSIONS AND PLANNING COMMISSION DECISION

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

The Planning Commission, based on the Public Hearing and staff report, sent a recommendation to the City Council to approve Planning Action 2022-05-22AZ.

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 additional tax base. This also allows for the development of the property.

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

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

ALTERNATIVES:

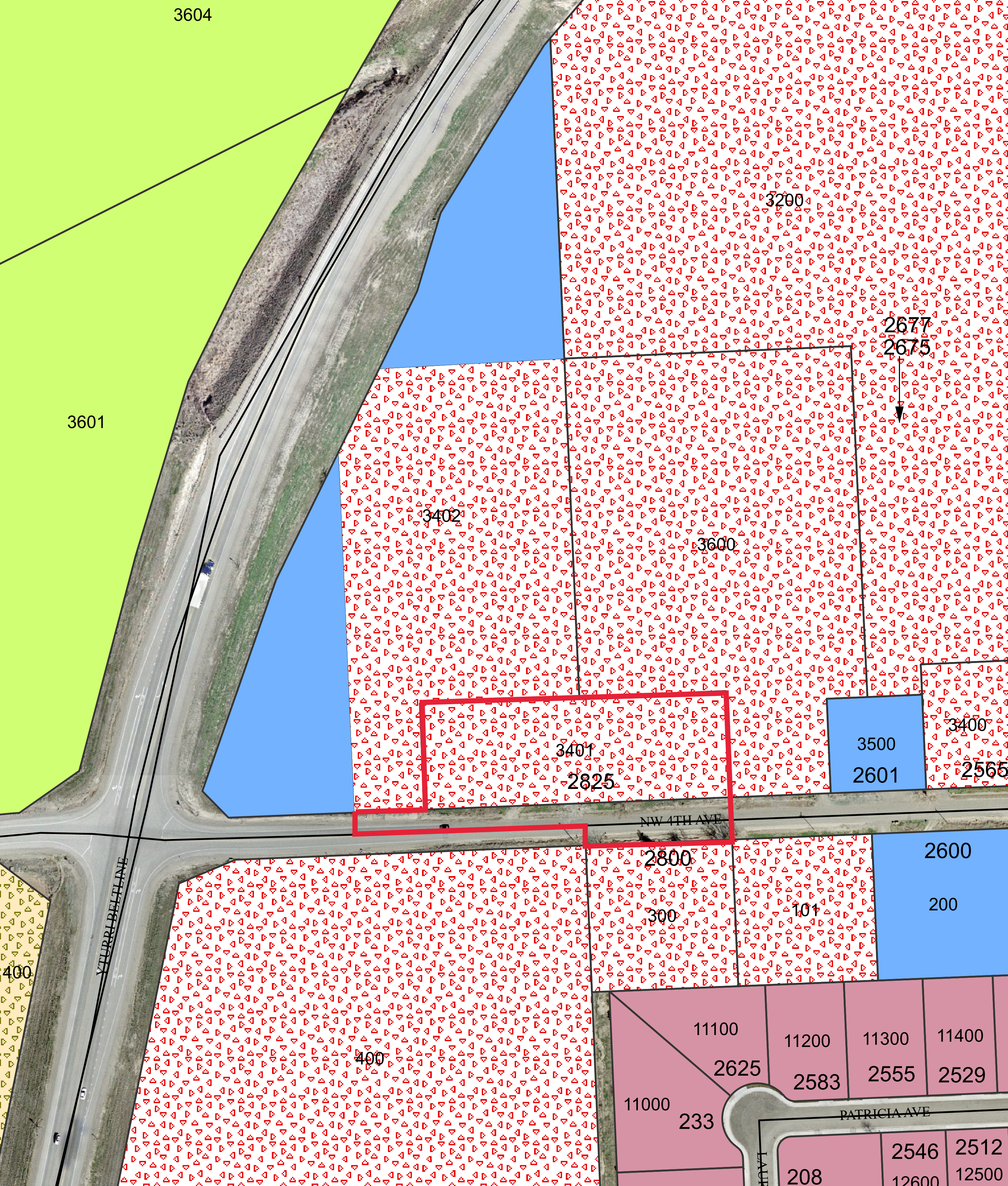
The City Council could table the action until a time certain, if more information is needed to make a decision.

RECOMMENDATION:

Staff recommends that the City Council approve Ordinance #2812-2022, an ordinance for the annexation and rezone from Urban Growth Area (UGA) Residential (UGA-RS-50) to the City Single Family Residential (RS-50) zone of the subject property.

ATTACHMENTS:

1. Attachment 1_3401 Before
2. Attachment 2_3401 After
3. Attachment 3_Tax Map
4. Attachment 4_Annexation Description
5. Ord #2812-2022 Attachment 5_Ord #2812-2022



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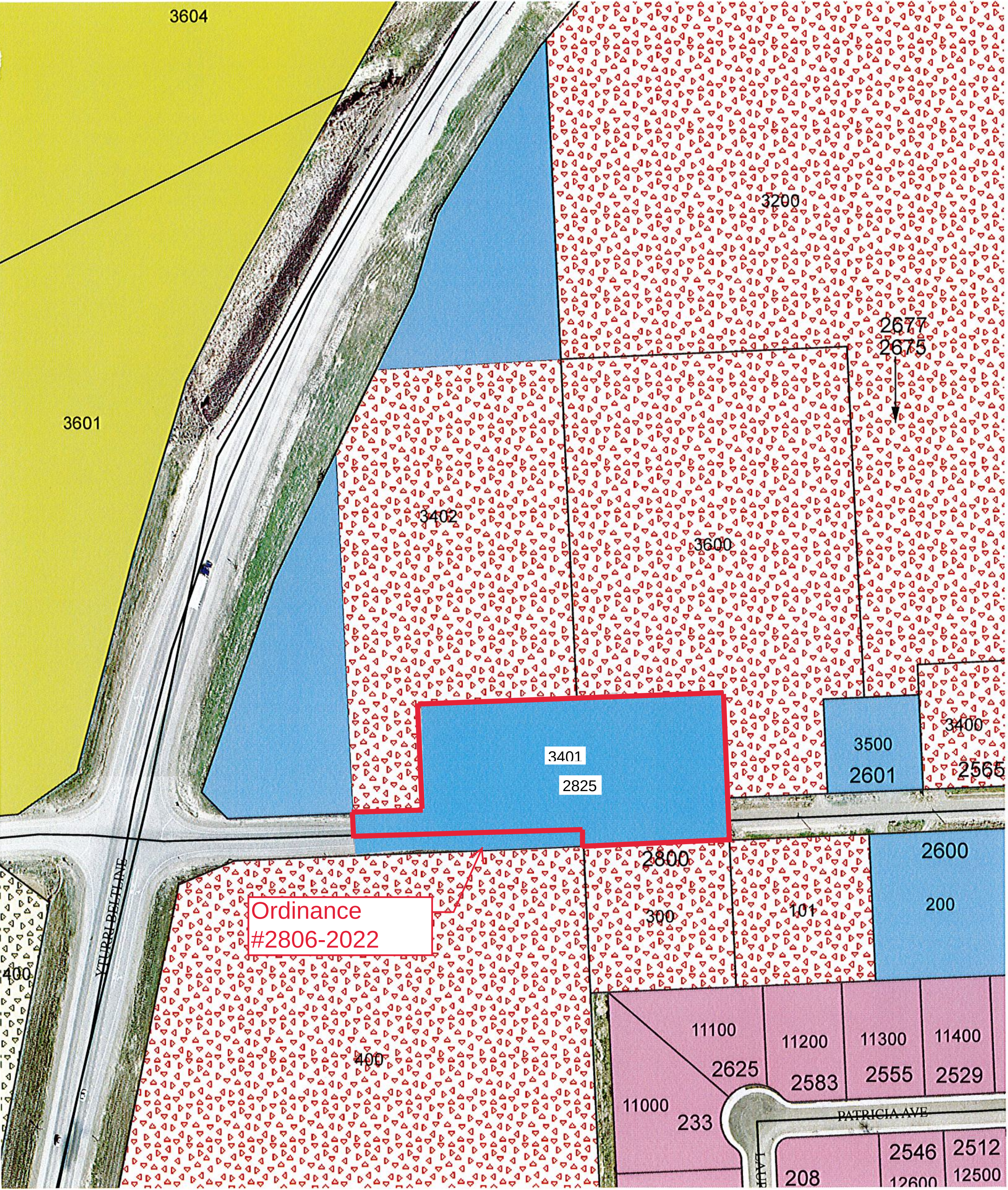
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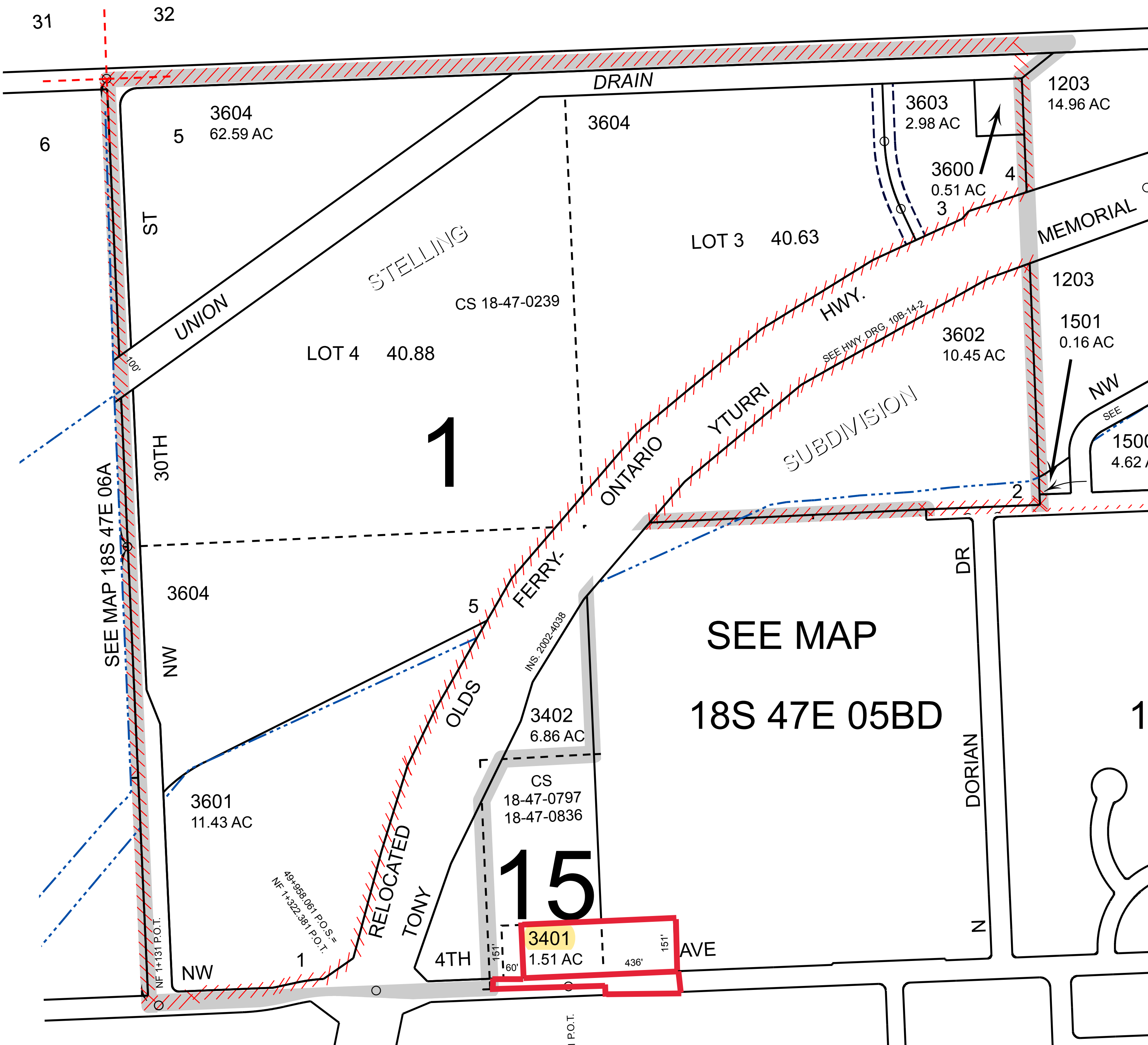
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NF 1+322.381 P.O.T.
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436'
AVE
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NF 1+131 P.O.T.
NW
1
P.O.T.

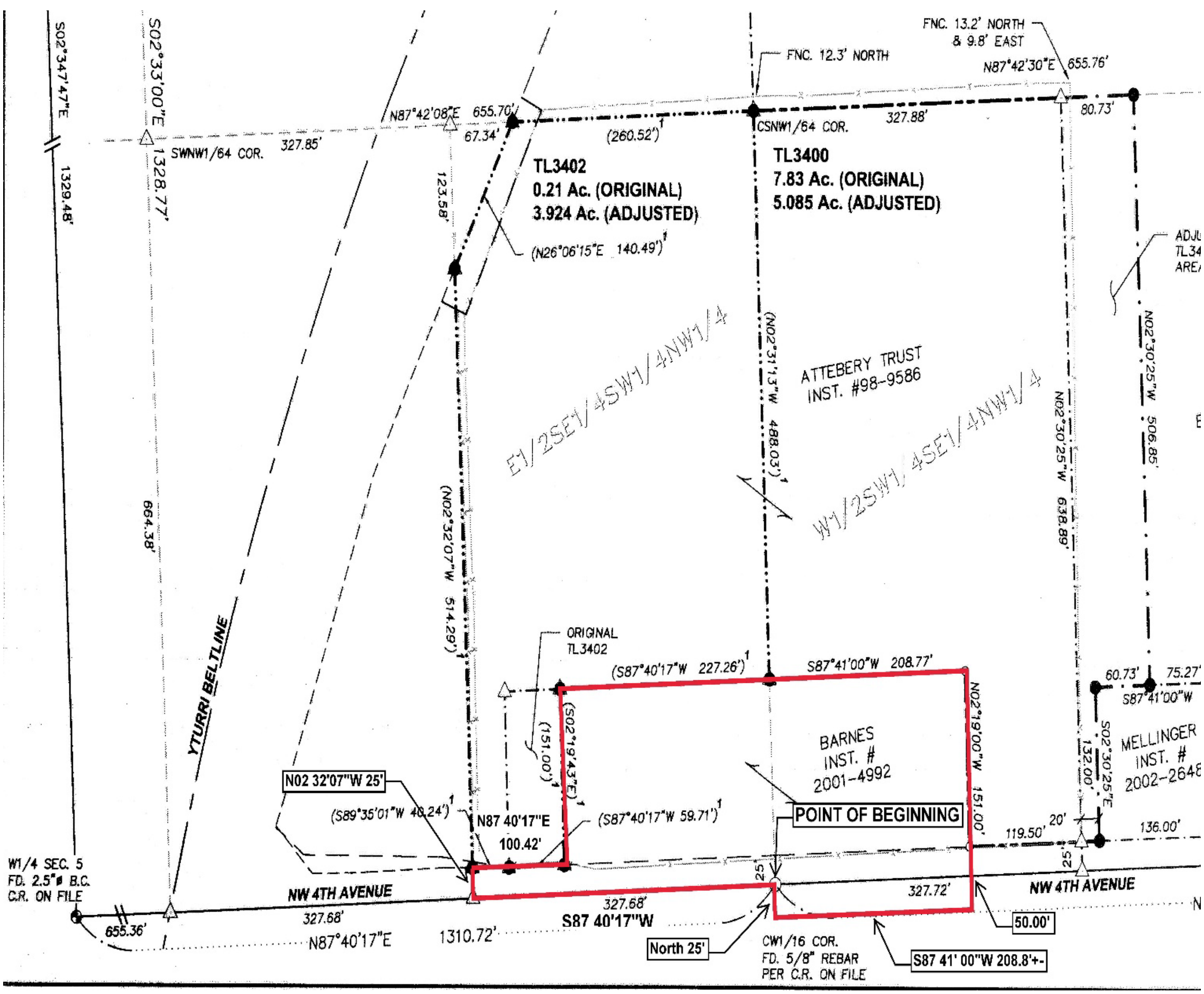
City of Ontario
Annexation Description

Land in the NW1/4 of Section 5, Township 18 South, Range 47 East, W.M., Malheur County Oregon, according to the Corrected Plat thereof as follows:

> Beginning at the CW1/16 corner of said Section 5; thence S87°40’17”W 327.68 feet, coincident with the city limits as per city Ordinance #2806-2022; thence N02°32’07” W 25 feet; thence N87°40’17”E 100.42 feet; thence N02°19’43”W 151.00 feet; thence N87°40’17”E 227.26 feet; thence N87°41’00”E 208.77; Thence S02°19’00”E 201.00 feet to the south right of way of NW 4th Avenue; Thence coincident with said south right of way, S87°41’00”W 208.8 feet, more or less, to a point of the existing city limits as per City Ordinance #2806-2022; Thence North coincident with said city limits line, 25 feet, more or less to the Point of Beginnings.

Account No 8015, Code 15, Map 18S47e05, Tax Lot No. 3401

- End of Description –



After Recording Return to:
City of Ontario
Attn. Tori Barnett,
444 SW 4th Street
Ontario, OR 97914

ORDINANCE #2812-2022

AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO FROM URBAN GROWTH AREA (UGA) RESIDENTIAL (UGA-RS50) TO CITY SNGLE FAMILY RESIDENTIAL (RS-50), BEING A PARCEL WITHIN THE NW1/4 SECTION 5, TOWNSHIP 18 SOUTH, RANGE 47 EAST, WILLAMETTE MERDIAN

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 Residential (UGA RS-50) to City Single Family Residential (RS-50).

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 Exhibit "A".

2. Rezoning. That based on the Planning Commission findings and recommendation in Planning Action 2022-05-22AZ, the lands as shown and described in the attached Exhibit "A" be rezoned from UGA Residential (UGA RS-50) to City Single Family Residential (RS-50).

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 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

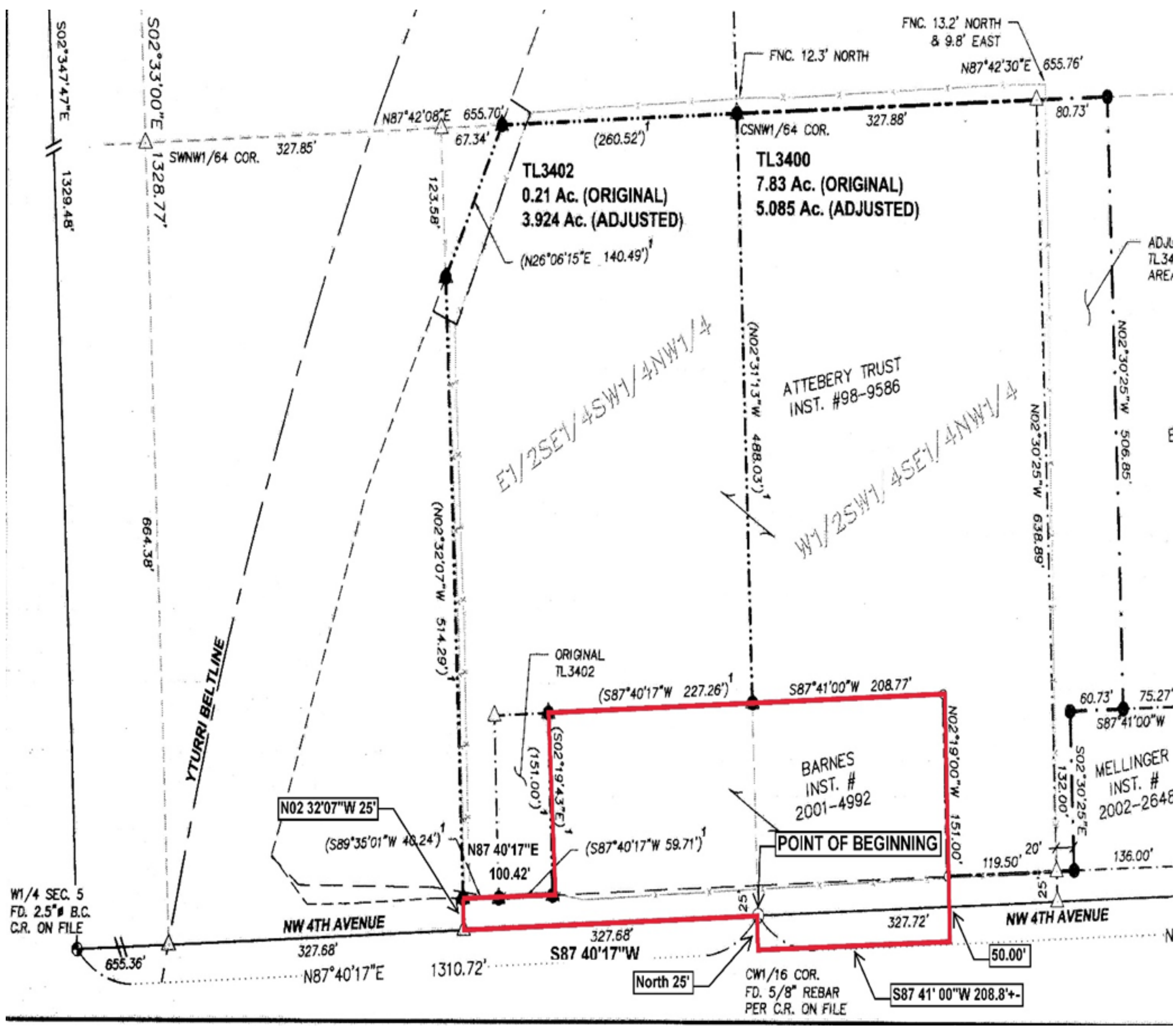
Exhibit "A"
City of Ontario
Annexation Description

Land in the NW1/4 of Section 5, Township 18 South, Range 47 East, W.M., Malheur County Oregon, according to the Corrected Plat thereof as follows:

Beginning at the CW1/16 corner of said Section 5; thence S87°40'17"W 327.68 feet, coincident with the city limits as per city Ordinance #2806-2022; thence N02°32'07" W 25 feet; thence N87°40'17"E 100.42 feet; thence N02°19'43"W 151.00 feet; thence N87°40'17"E 227.26 feet; thence N87°41'00"E 208.77; Thence S02°19'00"E 201.00 feet to the south right of way of NW 4th Avenue; Thence coincident with said south right of way, S87°41'00"W 208.8 feet, more or less, to a point of the existing city limits as per City Ordinance #2806-2022; Thence North coincident with said city limits line, 25 feet, more or less to the Point of Beginnings.

Account No 8015, Code 15, Map 18S47E05, Tax Lot No. 3401

- End of Description –



AGENDA REPORT
PUBLIC HEARING
July 26, 2022

TO: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: ORDINANCE #2814-2022: PSILOCYBIN BAN

DATE: July 20, 2022

PROPOSED MOTION:

1). IN ACCORDANCE WITH SECTION 8.2(2) OF THE CITY CHARTER, I MOVE THE CITY COUNCIL TO APPROVE ORDINANCE #2814-2022, AN ORDINANCE BANNING PSILOCYBIN RELATED BUSINESSES IN THE CITY OF ONTARIO, INCLUDING PRODUCT MANUFACTURERS AND SERVICE CENTER OPERATORS AT A SINGLE MEETING BY TITLE ONLY.

IF VOTE IS UNANIMOUS
2). IN ACCORDANCE WITH SECTION 8.2(2) OF THE CITY CHARTER, I MOVE THE CITY COUNCIL TO APPROVE ORDINANCE #2814-2022, AN ORDINANCE BANNING PSILOCYBIN RELATED BUSINESSES IN THE CITY OF ONTARIO, INCLUDING PRODUCT MANUFACTURERS AND SERVICE CENTER OPERATORS AT A SINGLE MEETING BY TITLE ONLY.

SUMMARY:

This proposed ordinance would ban psilocybin related businesses in the City of Ontario, including product manufacturers and service center operators.

BACKGROUND:

In November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act (codified at ORS 475A), which allows for the manufacturing, delivery, and administration of psilocybin at licensed facilities. ORS 457A.235 provides that the Oregon Health Authority ("OHA") will regulate the manufacturing, transportation, delivery, sale, and purchase of psilocybin products and the provision of psilocybin services in the state.

OHA has initiated a rulemaking process to implement the state's psilocybin regulatory program. As of July 21, 2022, OHA has not completed the rulemaking process. Oregon counties and cities are uncertain how the manufacturing, delivery, and administration of psilocybin at licensed psilocybin facilities will operate within local jurisdictions. ORS 475A.718 provides that a City Council may adopt an ordinance to be referred to the electors of the city prohibiting the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the city's jurisdiction.

CURRENT SITUATION:

The City Council desires to refer the question of whether to prohibit (i.e., ban) state-licensed psilocybin manufacturers and psilocybin-related businesses to the voters of the city at the next statewide general election, to be held November 8, 2022. The proposed ordinance needs to be in place if the voters approve the proposed ban to be presented at the November 2022 general election.

If the ballot measure fails, then this ordinance will have no effect.

ANALYSIS:

A. **STRATEGIC PLAN** This ordinance meets the City Council's strategic plan for the desirability and lifestyle of the citizens of Ontario.

B. **FINANCIAL** Allowing this ban will help with the already financial strain on the city budget by not adding more out of-state impact on the community.

C. **TIMING** The timing of this ordinance is of the essence as the ballot measure must be filed with the elections official by August 19, 2022.

D. **POLICY/LEGAL** The City of Ontario ("City") has all the powers that the constitutions, statutes, and common laws of the United States and Oregon expressly or impliedly grant or allow the city to enact ordinances for the health and welfare of the citizens of Ontario.

ALTERNATIVES:

The City Council could take no action on this item which would allow for psilocybin-related business to operate within the city on January 2, 2023, unregulated except by OHA regulations that are still in the process of being decided as of this date.

RECOMMENDATION:

Staff recommends the City Council adopt Ordinance #2814-2022.

ATTACHMENTS:

1. Ord #2814-2022 Psilocybin Opt Out (FULL) (01493884xB6300)

ORDINANCE #2814-2022

AN ORDINANCE OF CITY OF ONTARIO DECLARING A BAN ON PSILOCYBIN-RELATED BUSINESSES IN THE CITY, INCLUDING PSILOCYBIN PRODUCT MANUFACTURERS AND SERVICE CENTER OPERATORS

WHEREAS, City of Ontario ("City") has all the powers that the constitutions, statutes, and common laws of the United States and Oregon expressly or impliedly grant or allow City; and

WHEREAS, in November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act (codified at ORS 475A), which allows for the manufacture, delivery, and administration of psilocybin at licensed facilities; and

WHEREAS, ORS 475A.235 provides that the Oregon Heath Authority ("OHA") will regulate the manufacture, transportation, delivery, sale, and purchase of psilocybin products and the provision of psilocybin services in the state; and

WHEREAS, OHA will begin accepting applications for licensure to manufacture, deliver, and administer psilocybin on January 2, 2023; and

WHEREAS, OHA has initiated a rulemaking process to implement the state's psilocybin regulatory program. As of July ____, 2022, OHA has not completed the rulemaking process. Oregon counties and cities are uncertain how the manufacture, delivery, and administration of psilocybin at licensed psilocybin facilities will operate within local jurisdictions; and

WHEREAS, ORS 475A.718 provides that a city council may adopt an ordinance to be referred to the electors of the city prohibiting the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the city's jurisdiction; and

WHEREAS, the city council (the "Council") for City of Ontario ("City") desires to refer the question of whether to prohibit (i.e., ban) state-licensed psilocybin manufacturers and psilocybin-related businesses to the voters of City at the next statewide general election held on November 8, 2022.

NOW, THEREFORE, the City of Ontario ordains as follows:

1. Findings. The above-stated findings are hereby adopted.

2. Short Title. This Ordinance #2814-2022 (this "Ordinance") may be referred to as the "Psilocybin Prohibition Ordinance."

3. Purpose. The purpose of this Ordinance is to prohibit (i.e., ban) the operation and/or establishment of psilocybin-related businesses within City, subject to voter approval.

4. Prohibition. Subject to voter approval, City hereby prohibits the establishment and/or operation of the following in any area subject to City's jurisdiction: (a) psilocybin product manufacturers licensed under ORS 275A.290; (b) psilocybin service center operators licensed under ORS 275A.305; and/or (c) any combination of the entities described in this Section 4.

5. Notice to OHA. City's city manager (or his or her designee) will notify OHA of City's adoption of this Ordinance and provide the text of this Ordinance to OHA in a form and manner prescribed by OHA.

6. Referral. This Ordinance will be referred by council resolution to City's electors at the next statewide general election held on November 8, 2022.

7. Interpretation; Severability; Errors. This Ordinance supersedes all City ordinances, resolutions, and/or policies in conflict with this Ordinance (but only to the extent in conflict with this Ordinance). All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. Any reference to a particular law, rule, regulation, code, and/or ordinance includes the law, rule, regulation, code, and/or ordinance as now in force and which may hereafter be amended. The provisions of this Ordinance are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance. This Ordinance may be corrected by order of the Council to cure editorial and/or clerical errors.

8. Effective Date. This Ordinance will be effective for all purposes 30 days after the date on which it is approved by City's voters.

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

AYES:

NAYES:

ABSENT:

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

ATTEST:

____
Riley J. Hill, Mayor

____
Tori Barnett, MMC, City Recorder

AGENDA REPORT
PUBLIC HEARING
July 26, 2022

TO: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: RESOLUTION #2022-131: PSILOCYBIN BAN

DATE: July 21, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE RESOLUTION #2022-131, A RESOLUTION APPROVING REFERRAL TO THE ELECTORS OF THE CITY OF ONTARIO THE QUESTION OF PROHIBITING PSILOCYBIN RELATED BUSINESS IN THE CITY, INCLUDING PSILOCYBIN PRODUCT MANUFACTURERS AND SERVICE CENTER OPERATORS.

SUMMARY:

The proposed resolution would refer to the electors of the City of Ontario the question of prohibiting/banning psilocybin-related businesses in the City of Ontario, including product manufacturers and service center operators.

BACKGROUND:

In November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act (codified at ORS 475A), which allows for the manufacturing, delivery, and administration of psilocybin at licensed facilities. ORS 457A.235 provides that the Oregon Heath Authority ("OHA") will regulate the manufacturing, transportation, delivery, sale, and purchase of psilocybin products and the provision of psilocybin services in the state

OHA has initiated a rulemaking process to implement the state's psilocybin regulatory program. As of July 21, 2022, OHA has not completed the rulemaking process. Oregon counties and cities are uncertain how the manufacturing, delivery, and administration of psilocybin at licensed psilocybin facilities will operate within local jurisdictions. ORS 475A.718 provides that a City Council may adopt an ordinance to be referred to the electors of the city prohibiting the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the city's jurisdiction.

ORS 475A.718 provides that a City Council may adopt an ordinance to be referred to the electors of the city prohibiting the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the city's jurisdiction.

The City Council (the "Council") for the City of Ontario ("City") adopted Ordinance #2814-2022, which prohibits state-licensed psilocybin manufacturers and psilocybin-related businesses in the city's jurisdictional boundaries to be referred to the voters at the next statewide general election held on November 8, 2022.

CURRENT SITUATION:

The City Council desires to refer the question of whether to prohibit (i.e., ban) state-licensed psilocybin manufacturers and psilocybin-related businesses to the voters of the city at the next statewide general election held on November 8, 2022. Resolution #2022-131 provided for this ban to be put on the November 8, 2022 ballot.

ANALYSIS:

A. **STRATEGIC PLAN** This meets the City Council's strategic plan for the desirability and lifestyle of the citizens of Ontario.

B. **FINANCIAL** Allowing this ban will help with the already existing financial strain on the city budget by not adding more out of-state impact on the community.

C. **TIMING** The timing of this resolution is of the essence as the ballot measure must be filed with the elections official by August 19, 2022.

D. **POLICY/LEGAL** The City of Ontario ("City") has all the powers that the constitutions, statutes, and common laws of the United States and Oregon expressly or impliedly grant or allow the city to enact ordinances and resolutions for the health and welfare of the citizens of Ontario.

ALTERNATIVES:

The City Council could take no action on this item which would allow for psilocybin-related business to operate within the city on January 2, 2023, unregulated except by OHA regulations that are still in the process of being decided as of this date.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution #2022-131.

ATTACHMENTS:

1. Reso #2022-131 Psilocybin Ban Referral (FULL) (01493892xB6300)

RESOLUTION #2022-131

A RESOLUTION APPROVING REFERRAL TO THE ELECTORS OF CITY OF ONTARIO THE QUESTION OF PROHIBITING PSILOCYBIN-RELATED BUSINESSES IN THE CITY, INCLUDING PSILOCYBIN PRODUCT MANUFACTURERS AND SERVICE CENTER OPERATORS

WHEREAS, in November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act (codified at ORS 475A), which allows for the manufacture, delivery, and administration of psilocybin at licensed facilities; and

WHEREAS, ORS 475A.235 provides that the Oregon Heath Authority ("OHA") will regulate the manufacture, transportation, delivery, sale, and purchase of psilocybin products and the provision of psilocybin services in the state; and

WHEREAS, OHA will begin accepting applications for licensure to manufacture, deliver, and administer psilocybin on January 2, 2023; and

WHEREAS, OHA has initiated a rulemaking process to implement the state's psilocybin regulatory program. As of July __, 2022, OHA has not completed the rulemaking process. Oregon counties and cities are uncertain how the manufacture, delivery, and administration of psilocybin at licensed psilocybin facilities will operate within local jurisdictions; and

WHEREAS, ORS 475A.718 provides that a city council may adopt an ordinance to be referred to the electors of the city prohibiting the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the city's jurisdiction; and

WHEREAS, the city council (the "Council") for City of Ontario ("City") adopted Ordinance No. ____, which ordinance prohibits state-licensed psilocybin manufacturers and psilocybin-related businesses in City's jurisdictional boundaries to be referred to the voters at the next statewide general election held on November 8, 2022; and

WHEREAS, the Council desires to refer the question of whether to prohibit (i.e., ban) state-licensed psilocybin manufacturers and psilocybin-related businesses to the voters of City at the next statewide general election held on November 8, 2022.

NOW, THEREFORE, the City of Ontario resolves as follows:

1. <u>Findings.</u> The above-stated findings contained in this Resolution #2022-131 (this "Resolution") are hereby adopted.

2. <u>Prohibition.</u> The Council refers to City's voters Ordinance #2814-2022 which ordinance concerns a prohibition on state-licensed psilocybin manufacturers and psilocybin-related businesses in City's jurisdictional boundaries.

3. <u>General Election Conducted by Mail</u>. The general election will be held on November 8, 2022. Pursuant to ORS 254.465 and ORS 254.470, the election will be conducted by mail by the Malheur County Clerk according to procedures adopted by the Oregon Secretary of State and applicable Oregon law.

4. Ballot Title. City's city attorney has prepared a ballot title concerning the proposed amendments in the form attached hereto as Exhibit A. The ballot title in the form attached hereto as Exhibit A is approved.

5. Explanatory Statement. City's city attorney has prepared an explanatory statement to be provided in the Voters' Pamphlet in the form attached hereto as Exhibit B. The explanatory statement in the form attached hereto as Exhibit B is approved.

6. Delegation. The city recorder (or his or her designee) is authorized to act on behalf of City to take such further action as the city recorder (or his or her designee) deems necessary or appropriate to effect and carry out the intent and purposes set forth herein, including, without limitation, providing proper public notice and submitting the required forms with the county elections officer.

7. Miscellaneous. All pronouns contained in this Resolution and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. Any reference to a particular law, rule, regulation, code, and ordinance includes the law, rule, regulation, code, and ordinance as now in force and/or which may hereafter be amended. The provisions of this Resolution are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Resolution. This Resolution may be corrected by order of the Council to cure editorial and/or clerical errors.

APPROVED AND ADOPTED by the City Council of the City of Ontario and signed by the mayor this ____ day of ____, 2022, by the following vote:

AYES:

NAYES:

ABSENT:

____
Riley J. Hill, Mayor

ATTEST:

____
Tori Barnett, MMC, City Recorder

<u>Exhibit A</u>
Ballot Title

CAPTION: Prohibits psilocybin-related businesses within City of Ontario.

QUESTION: Shall City of Ontario prohibit psilocybin-related businesses in the city?

SUMMARY: Psilocybin is the psychedelic drug found in certain mushrooms. State law allows operation and/or manufacture of certain licensed psilocybin services. State law provides that a city council may adopt an ordinance to be referred to the voters to prohibit (i.e., ban) the establishment and/or operation of psilocybin-related registered or licensed activities. City of Ontario has adopted an ordinance to prohibit psilocybin-related businesses in the city, subject to voter approval. Approval of this measure would prohibit the establishment and/or operation of psilocybin manufacturers and/or service centers within any area subject to the city's jurisdiction. The proposed ordinance is available for public inspection on the city's website and at City Hall.

<u>Exhibit B</u>

Explanatory Statement

Approval of this measure would prohibit (i.e., ban) the establishment and operation of psilocybin-related businesses in City of Ontario.

Ballot Measure 109 was passed by Oregon voters in November 2020 directing the Oregon Health Authority ("OHA") to license and regulate the manufacture, transportation, delivery, sale, and purchase of psilocybin products. Psilocybin is the psychedelic drug derived from certain mushrooms.

ORS 475A.235 provides, in pertinent part, that OHA will regulate the manufacture, transportation, delivery, sale, and purchase of psilocybin products and the provision of psilocybin services in the State of Oregon. OHA has initiated the rulemaking process to implement the state's regulatory program. However, because the rulemaking process has not been completed to date, the city is uncertain how the manufacture, delivery, and administration of psilocybin at licensed psilocybin facilities will function or operate.

ORS Chapter 475A.718 provides a city council may adopt an ordinance prohibiting the establishment and operation of psilocybin-related businesses within the city, but the city council must refer the ordinance to the voters at a statewide general election. The city has adopted Ordinance No. ____, the Psilocybin Prohibition Ordinance, prohibiting the establishment and/or operation of psilocybin-related businesses within the city's jurisdictional boundaries. Ordinance No. ____ will take effect and become operative 30 days after voter approval (if applicable).

If approved, this measure will prohibit psilocybin-related businesses within the city.

CITY OF ONTARIO
GENERAL FUND - DEPARTMENT REVENUE
FOR THE PERIOD ENDED
JUNE 30, 2022
(preliminary)

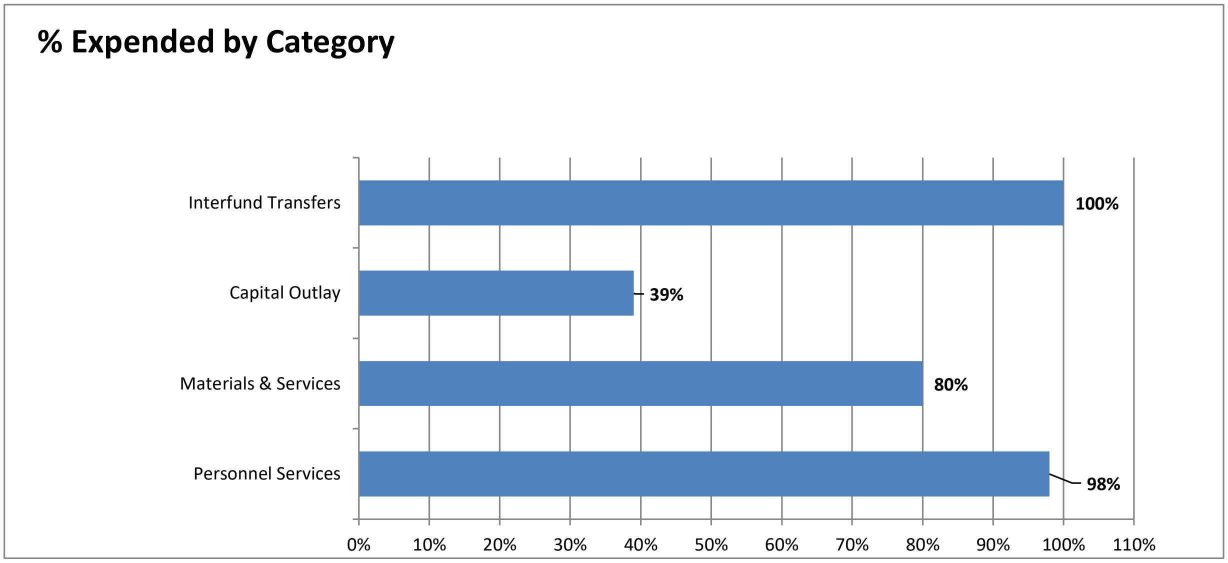
DEPARTMENT	BUDGET	ACTUAL	% REALIZED	COMMENTS
GENERAL FUND BEGINNING FUND BALANCE	*5,371,817*	*5,630,981*	*104.8%*	
Parks	2,000	7,779	388.9%	
Parks & Recreation	2,000	7,779	388.9%	
Fire	234,572	131,635	56.1%	
Code Enforcement	70,800	15,849	22.4%	
Police	199,850	146,337	73.2%	
Dispensary Business License	55,800	89,486	160.4%	
	-			
Public Safety Total	561,022	383,307	68.3%	
Interest	28,000	24,922	89.0%	
State Revenue Sharing	153,265	113,145	73.8%	
Administrative Services	497,148	497,148	100.0%	
Other General Revenues	8,485	11,726	138.2%	
Donations	10,000	3,750	37.5%	
Property Taxes	3,983,255	4,084,508	102.5%	
Alcohol Bvg License & Fee	238,446	181,626	76.2%	
Cigarette tax	13,376	8,864	66.3%	
Marijuana tax	3,000,000	1,898,442	63.3%	
Franchise Fees	1,579,874	1,330,635	84.2%	
Business Registration	2,500	170	6.8%	
Cemetery	35,000	32,175	91.9%	
General Government Total	9,549,349	8,187,112	85.7%	
Planning & Zoning	4,000	19,151	478.8%	
Community development	4,000	19,151	478.8%	
Operating Transfers In	223,480	223,480	100.0%	
Transfer Total	223,480	223,480	100.0%	
GENERAL FUND REVENUE TOTALS	$ 10,339,851	$ 8,820,828.14	85.3%	
YTD CURRENT YEAR PROFIT(LOSS)		**$ (3,567,217)**		
YTD BUDGET BENCHMARK			***100.0%***	-14.7%

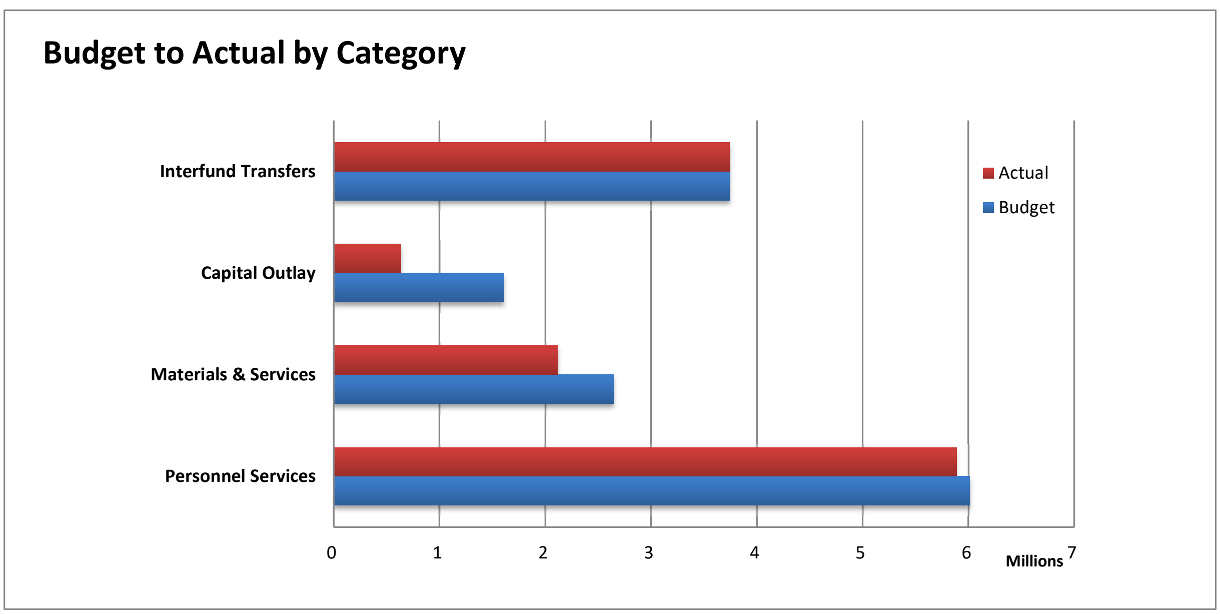
CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENDITURES
FOR THE PERIOD ENDED
JUNE 30, 2022
(preliminary)

DEPARTMENT	BUDGET	ACTUAL	% EXPENDED	COMMENTS
Parks	565,107	403,665	71.4%	
Parks & Recreation	565,107	403,665	71.4%	
Fire	1,791,050	1,712,722	95.6%	
Code Enforcement	358,048	337,106	94.2%	
Police	4,213,665	4,127,850	98.0%	
Police reserves	2,625	880	33.5%	
Public Safety Total	6,365,388	6,178,558	97.1%	
Administration	535,334	477,728	89.2%	
City Council	35,709	25,323	70.9%	
Business Registration	1,100	413	37.5%	
Cemetery	206,775	189,520	91.7%	
Finance	254,736	247,908	97.3%	
Technology	182,280	147,122	80.7%	
General Government Total	1,215,934	1,088,014	89.5%	
Community development	192,607	176,540	91.7%	
Community Development	192,607	176,540	91.7%	
Administrative Overhead	1,542,294	744,705	48.3%	
Non-Departmental Contributions	414,520	80,746	19.5%	
Other Total	1,956,814	825,451	42.2%	
Operating Transfers Out	3,715,818	3,715,818	100.0%	
GENERAL FUND TOTALS	$ 14,011,668	$ 12,388,045	88.4%	
YTD BUDGET BENCHMARK			***100.0%***	11.6%

EXPENSE

CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENDITURES
FOR THE PERIOD ENDED
JUNE 30, 2022
(preliminary)

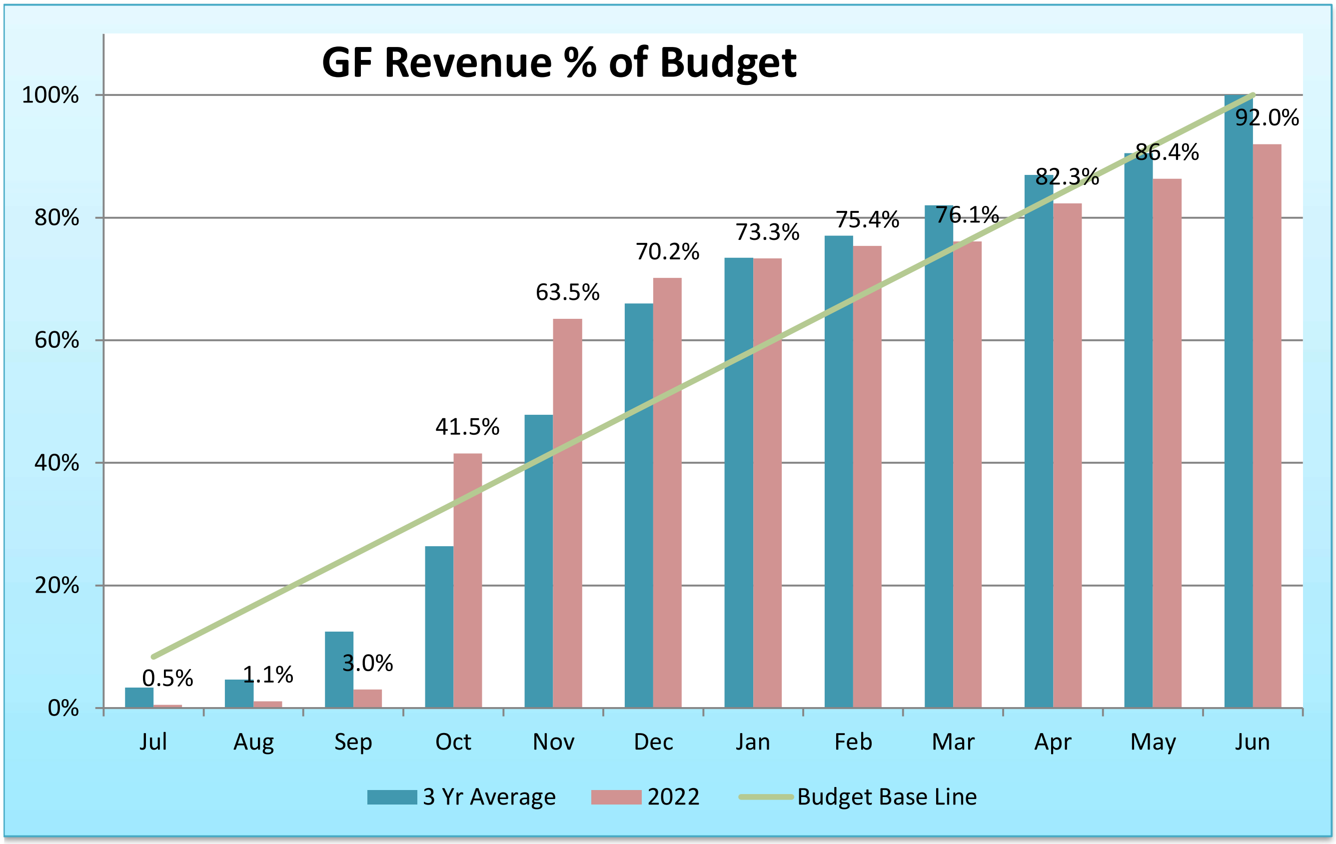


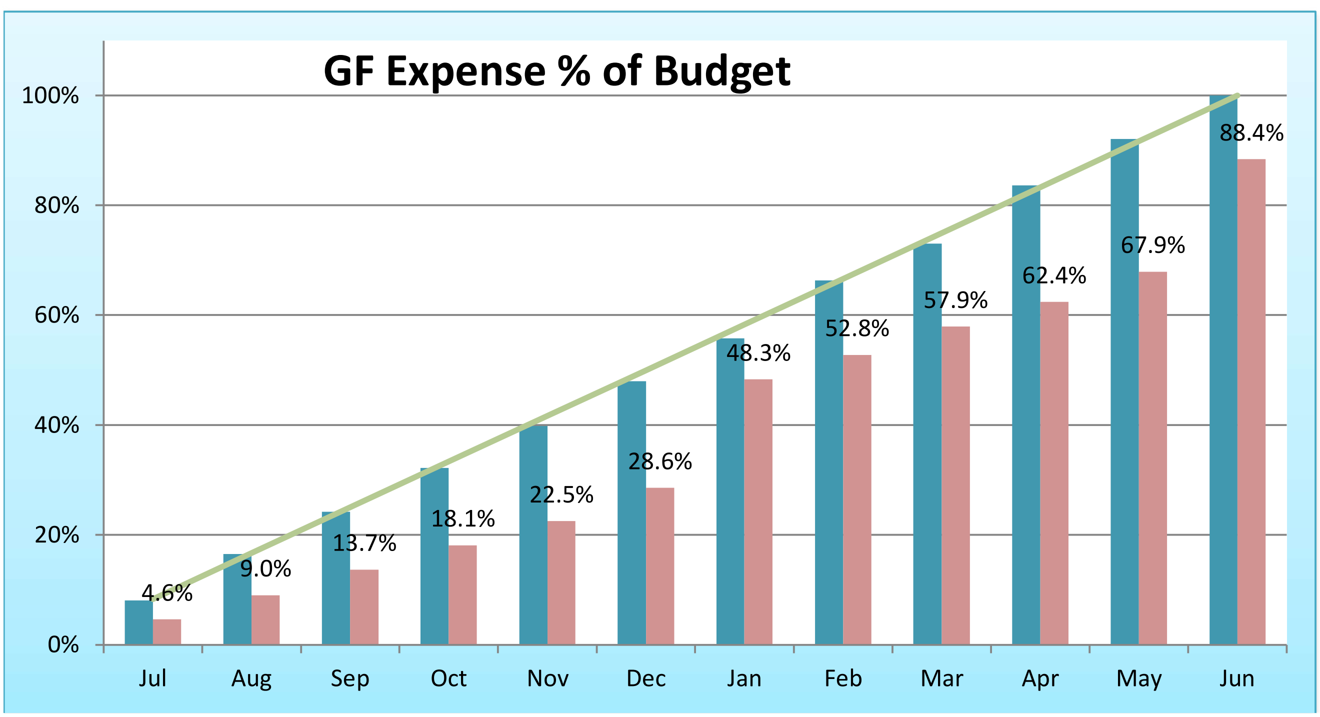


CITY OF ONTARIO
GENERAL FUND - LEGAL SERVICES
AS OF JUNE 30, 2022

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	13,948	
JUNE	16,217	
TOTAL	***$ 156,500***	
BUDGETED AMOUNT	$ 145,000	*After budget adjustment*
(OVER) UNDER BUDGET AMOUNT	**$ (11,500)**	

CITY OF ONTARIO
GENERAL FUND
FOR THE PERIOD ENDED
JUNE 30, 2022
(preliminary)





CITY OF ONTARIO
OTHER FUNDS - EXPENDITURES
FOR THE PERIOD ENDED
JUNE 30, 2022
(preliminary)

DEPARTMENT/FUND	REVENUES BUDGET	REVENUES ACTUAL	% REALIZED		EXPENDITURES BUDGET	EXPENDITURES ACTUAL	% EXPENDED
002 Marijuana Enforcement Fund	30,000	25,572	85.2%		30,000	25,572	85.2%
010 Grant Fund	470,500	1,489,085	316.5%		470,500	357,594	76.0%
027 Building Fund	393,464	786,725	199.9%		245,245	189,354	77.2%
030 Capital Projects Fund	6,009,377	5,604,335	93.3%		3,142,069	488,614	15.6%
031 SDC Fund	539,542	763,200	141.5%		539,542	-	0.0%
045 Street Fund	6,220,596	3,297,734	53.0%		6,177,799	2,044,835	33.1%
050 Trust Funds	1,060,886	999,139	94.2%		872,474	587,356	67.3%
055 Reserve Funds	5,166,407	5,215,817	101.0%		4,099,462	1,650,183	40.3%
060 Revolving Loan Fund	339,021	318,798	94.0%		339,021	40,000	11.8%
105 Water Fund	8,154,293	5,964,067	73.1%		7,027,502	3,266,351	46.5%
110 Sewer Fund	9,962,066	8,131,120	81.6%		8,517,625	5,946,665	69.8%
115 Storm Sewer Fund	463,445	502,987	108.5%		314,659	113,086	35.9%
120 Airport Fund	529,217	585,945	110.7%		529,217	408,129	77.1%

Comments:

YTD BUDGET BENCHMARK	***100.0%***

CITY OF ONTARIO
BUDGET RESOLUTIONS
FOR THE PERIOD ENDED
JUNE 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 APPROPRAITIONS	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	CONRACT 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 APPROPRIATIONS	MARIJUANA YOUTH EDUCATION	$ 10,505	

CITY OF ONTARIO
BUDGET RESOLUTIONS
FOR THE PERIOD ENDED
JUNE 30, 2022

2022-106	BUILDING FUND	CONTINGENCY	CONTINGENCY	$	(7,800)	$	7,800.00
2022-106	BUILDING FUND	BUILDING	CONTRACT LABOR	$	7,800		
2022-117	BUILDING FUND	BUILDING	CONTINGENCY	$	(16,500)	$	16,500.00
2022-117	BUILDING FUND	BUILDING	WAGES	$	16,500		
2022-119	AIRPORT FUND	AIRPORT	BLM LEASE	$	12,585	$	12,585.00
2022-119	AIRPORT FUND	AIRPORT	AIRPORT IMPROVEMENTS	$	12,585		
2022-121	CAPITAL PROJECTS	SPECIAL PROJECTS	CONTINGENCY	$	(80,000)	$	80,000.00
2022-121	CAPITAL PROJECTS	SPECIAL PROJECTS	MAYBERRY HOUSING INCENTIVE	$	80,000		
2021-124	GENERAL FUND	CITY COUNCIL	PRINT/AD RECORD	$	7,350	$	135,145.00
2021-124	GENERAL FUND	ADMIN OVERHEAD	AUDITOR	$	(5,250)		
2021-124	GENERAL FUND	ADMIN OVERHEAD	BANK CHARGES	$	9,000		
2021-124	GENERAL FUND	ADMIN OVERHEAD	LEGAL SERVICES	$	105,000		
2021-124	GENERAL FUND	ADMIN OVERHEAD	LOBBYING	$	10,000		
2021-124	GENERAL FUND	ADMIN OVERHEAD	CITY BEAUTIFICATION	$	11,000		
2021-124	GENERAL FUND	ADMIN OVERHEAD	FIBER LINES	$	(4,599)		
2021-124	GENERAL FUND	ADMIN OVERHEAD	WATER TRAIL	$	(40,000)		
2021-124	GENERAL FUND	CONTINGENCY	CONTINGENCY	$	(135,145)		
2021-124	GENERAL FUND	FIRE	WAGES	$	(100,000)		
2021-124	GENERAL FUND	FIRE	DISPATCHING SERVICES	$	6,710		
2021-124	GENERAL FUND	CODE ENFORCEMENT	WAGES	$	8,700		
2021-124	GENERAL FUND	CODE ENFORCEMENT	BAD DEBT	$	203,000		
2021-124	GENERAL FUND	CODE ENFORCEMENT	DOG LODGING	$	(5,000)		
2021-124	GENERAL FUND	POLICE	WAGES	$	(100,000)		
2021-124	GENERAL FUND	POLICE	CONTRACT SERVICES	$	40,595		
2021-124	GENERAL FUND	TECHNOLOGY	WAGES	$	(46,652)		
2021-124	GENERAL FUND	TECHNOLOGY	TECH OVERTIME	$	(2,464)		
2021-124	GENERAL FUND	TECHNOLOGY	MEDICAL INSURANCE	$	(8,768)		
2021-124	GENERAL FUND	TECHNOLOGY	RETIREMENT	$	(12,875)		
2021-124	GENERAL FUND	TECHNOLOGY	SOCIAL SECURITY	$	(3,552)		
2021-124	GENERAL FUND	TECHNOLOGY	CONTRACT SERVICES	$	71,950		
2021-124	GENERAL FUND	TECHNOLOGY	EQUIPMENT PURCHASES	$	(9,000)		
2021-124	GRANT FUND	GRANT	EOBB HOUSING INCENTIVE	$	120,000	$	268,000
2021-124	GRANT FUND	GRANT	PROPERTY IMPROVEMENT REBATE	$	50,000		
2021-124	GRANT FUND	GRANT	EOBB PROERTY TAX REBATE	$	18,000		
2021-124	GRANT FUND	GRANT	BORDER BOARD OCF GRANT	$	50,000		
2021-124	GRANT FUND	GRANT	FAA AIRPORT GRANT	$	30,000		
2021-124	GRANT FUND	GRANT	FAA 2021 AIRPORT GRANT	$	30,000		
2021-124	GRANT FUND	GRANT	EOBB GRANT FUNDS PAYOUT	$	50,000		
2021-124	GRANT FUND	GRANT	EOBB HOUSING INCENTIVE PAYOUT	$	188,000		
2021-124	BUILDING FUND	BUILDING	STATE ASSESSMENT	$	20,000	$	20,000
2021-124	BUILDING FUND	BUILDING	OPERATING CONTINGENCY	$	(20,000)		
2021-124	TRUST FUND	CHAMBER OF COMMERCE	MOTEL OCCUPANCY TAX - C & C	$	12,000	$	137,000
2021-124	TRUST FUND	V&C	MOTEL OCCUPANCY TAX - V&C	$	125,000		
2021-124	TRUST FUND	CHAMBER OF COMMERCE	CHAMBER OF COM TOT DISTRIBUTION	$	12,000		
2021-124	TRUST FUND	V&C	FOUR FIVERS TOT DISTRIBUTION	$	125,000		
2021-124	RESERVE FUND	PUBLIC WORKS RESERVE	BAD DEBT	$	148,255	$	148,255
2021-124	RESERVE FUND	PUBLIC WORKS RESERVE	CONTINGENCY	$	(148,255)		
2021-124	WATER FUND	WATER	BANK CHARGES	$	15,000	$	18,751
2021-124	WATER FUND	WATER	WTB UPGRADE DEBT SERVICE	$	3,751		
2021-124	WATER FUND	WATER	CONTINGENCY	$	(18,751)		
2021-124	SEWER FUND	SEWER	BANK CHARGES	$	15,000	$	15,000
2021-124	SEWER FUND	SEWER	CONTINGENCY	$	(15,000)		
2021-124	STORM SEWER FUND	STORM SEWER	BANK CHARGES	$	550	$	550
2021-124	STORM SEWER FUND	STORM SEWER	CONTINGENCY	$	(550)		
2021-124	AIRPORT FUND	AIRPORT	CONTRACT SERVICES	$	30,000	$	48,000
2021-124	AIRPORT FUND	AIRPORT	RETIREMENT	$	(15,500)		
2021-124	AIRPORT FUND	AIRPORT	MEDICAL INSURANCE	$	(14,500)		
2021-124	AIRPORT FUND	AIRPORT	AVAILABLE CASH ON HAND	$	48,000		
2021-124	AIRPORT FUND	AIRPORT	AIRPORT MASTER PLAN	$	48,000		
2022-125	WATER FUND	WATER	CONTINGENCY	$	(177,675)	$	177,675.00
2022-125	WATER FUND	WATER	CHEMICAL/FERT/SEED	$	177,675		

Ontario Airport

Semi-Annual Update (July 2022)

Agenda

- Past
- Present
- Future
- Questions

Past

Food Truck Event

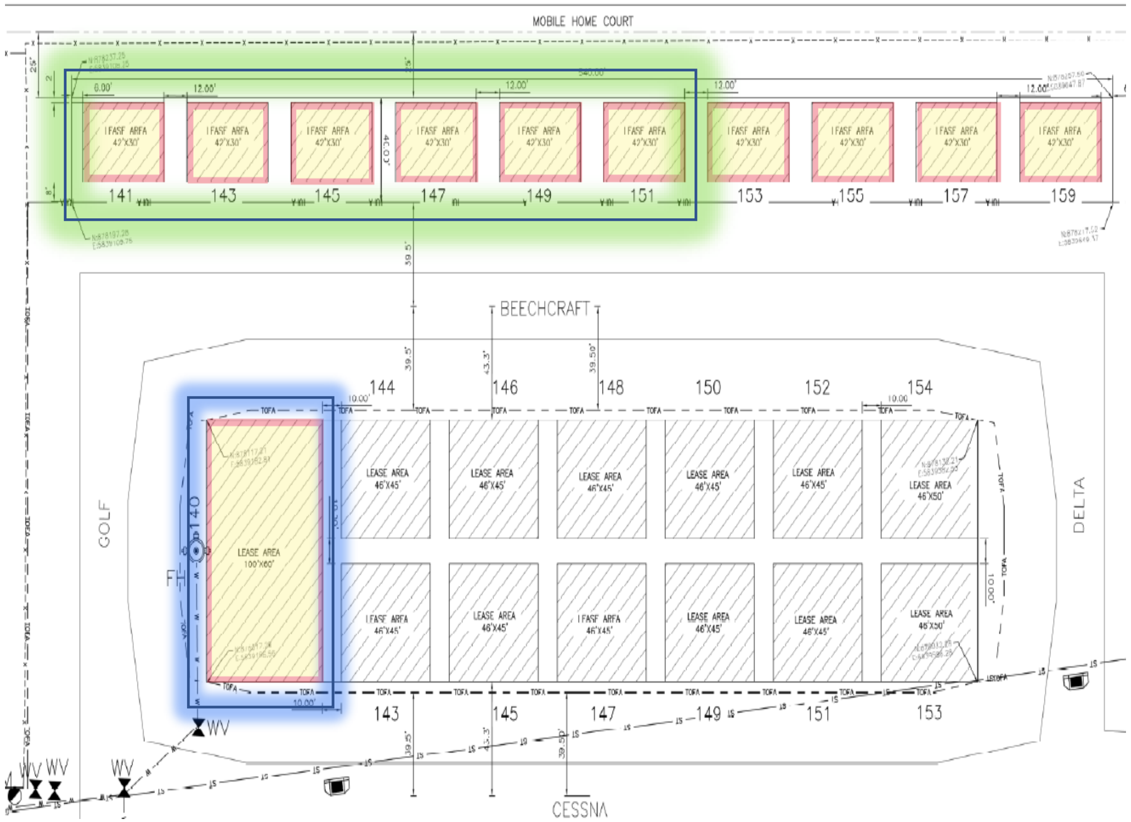


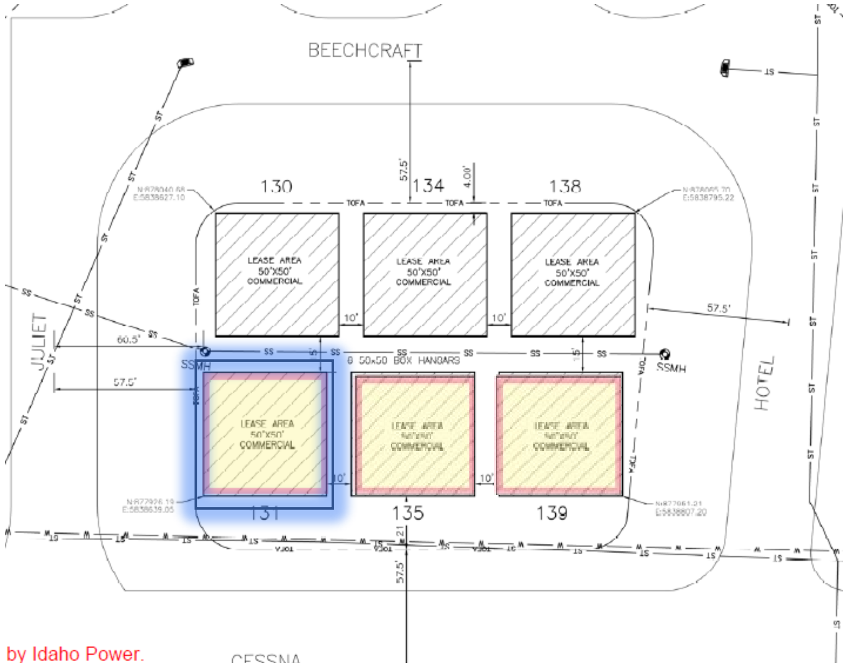


ONTARIO
OREGON

Boat Races 1 & 2

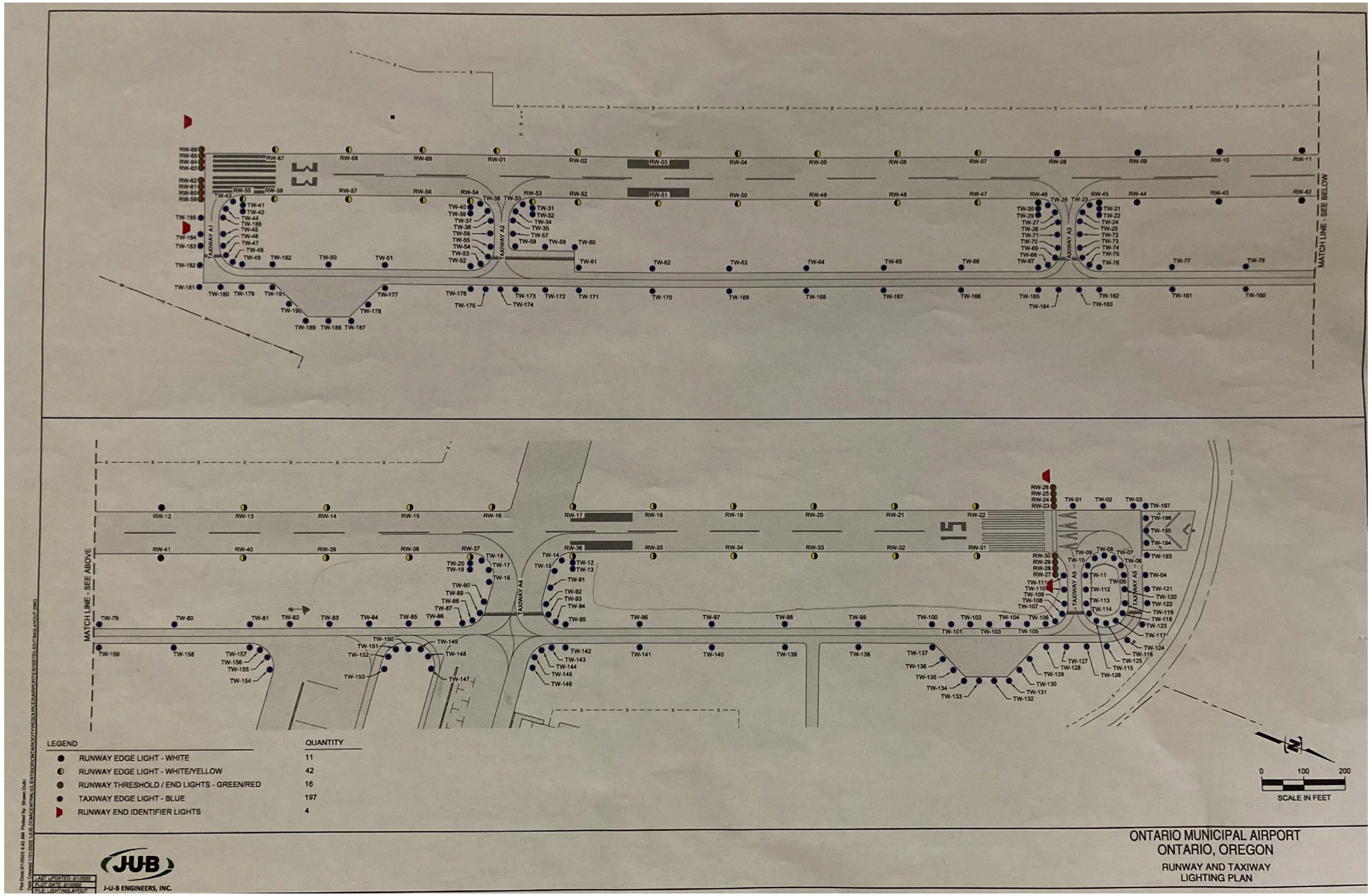
New Ground Leases (14)



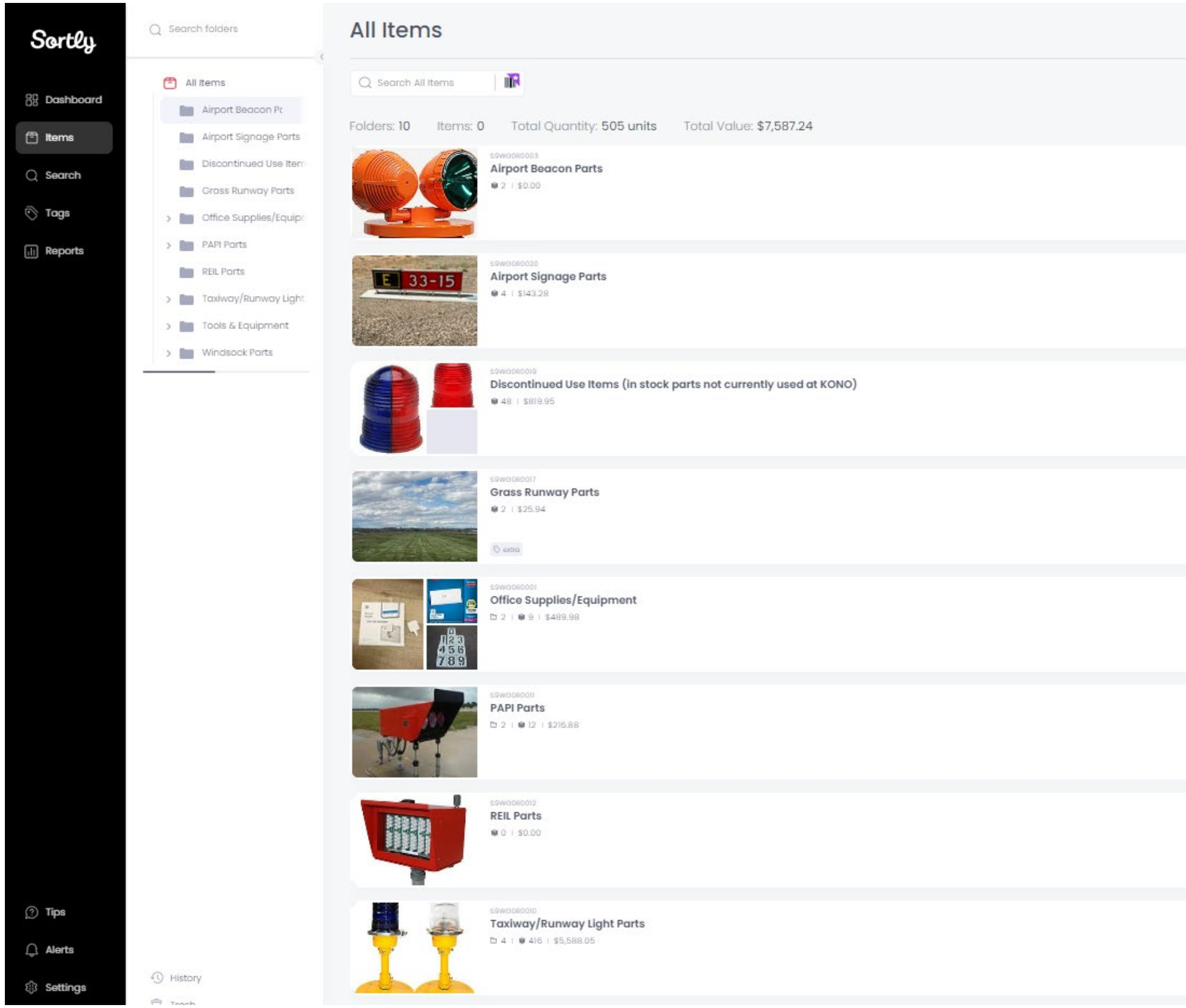


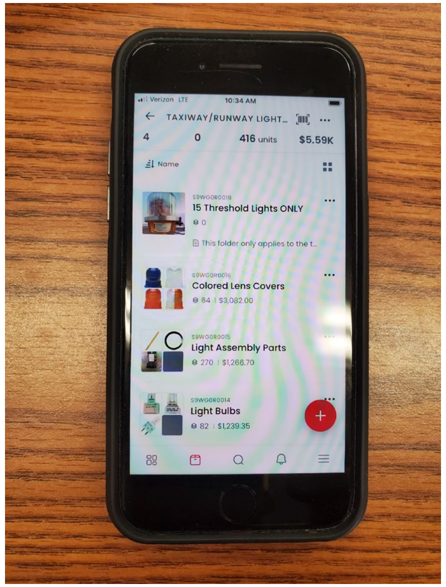
Completed Hangars

Organization Changes



Organization Changes





ONTARIO
OREGON

Present

Hangars Under Construction

50’ X 50’

100’ X 60’

S.E.A.T. Planes (BLM)

- In town and working hard

Airport Safety Changes

> 110 REMARKS:

A 016	541-709-7651 CELL.
A 070	SELF SERVE CARD LOCK FUEL AVAIL. 24 HRS.
A 081	ACTVT REIL RWY 15 & 33; MIRL RWY 15/33 - CTAF. PAPI RWY 15 & 33 OPER CONT.
A 110-001	RWY 15 DESIGNATED AS CALM WINDS RWY
A 110-003	FOR CD CTC SALT LAKE ARTCC AT 801-320-2568.
A 110-004	GLDR OPS SFC-5000 FT FRI-SAT 11AM-5PM (WX PMTG) MAR-OCT. NOTAMS WILL BE ISSUED WHEN ACTV. GLDRS WILL OPER ON WESTSIDE OF AP & WILL UTILIZE GRASS RWY ADJ TO RWY 15/33 ON WESTSIDE. CALL AMGR AT 541-709-7651 FOR ANY QNS/CONCERNS.
A 110-005	24/7 COURTESY CAR 1ST COME 1ST SERVE. LCTD IN PILOT'S LOUNGE (WHITE BINDER).

Mowing Contract

- Completed

Future

F4 Display

- Grant funded through the V&C Board

Master Plan

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

You are here!

Beacon Replacement

- Ordered on 7/13
- 4-week lead time
- Fully functioning by mid-late August
- Phase 1 light replacement project

Pavement Rehab Project

- September/October

Questions

MALHEUR COUNTY COURT MINUTES

June 29, 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. Administrative Officer Lorinda DuBois and County Counsel Stephanie Williams were present. Les Zaitz with the Malheur Enterprise was present. Various members of the public were present in the meeting room at various times of the meeting. 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 # 2022-3106

MOU - BOXING RING

Mike Padilla with Ontario School District met with the Court; also present was Ontario School District Board Member and Ontario City Councilor Eddie Melendez. Mr. Padilla is starting a boxing program through the Ontario School District. The City of Ontario agreed to contribute $6,000 towards the startup of the program; Mr. Padilla requested the County also contribute $6,000. The Ontario School District will eventually take over the program but the schools budget for the 2022/2023 school year is already completed and did not include the boxing program funding. The program will be a part of USA Boxing and will be part of the Ontario School District. Approximately 27 youth are interested in signing up for the program. Mr. Padilla hopes to hold a minimum of three boxing events each year.

The County through the Juvenile Department owns a boxing ring that was purchased with Juvenile Crime Prevention Funds; it is no longer used and is in storage and it is proposed that the County enter into a MOU with Ontario School District for its use at the Ontario Middle School facility.

Commissioner Jacobs inquired if the use of the boxing ring and participation in the program would be available to all of the school districts in the County; not exclusively Ontario School District. Mr. Padilla explained the the program would be an Ontario School District sports program; however, he will inquire if the school district would allow students in other Malheur county school districts to participate, as an independent, in the program as it would be sanctioned through USA Boxing. After discussion, it was agreed that Mr. Padilla would meet again with the Court on July 13th.

PIONEER HEALTH DISTRICT

Pioneer Health District board members Dennis Buttice and John Nalivka, CEO Corey Crismon, and Business Office Manager Katie Braniff met with the Court to followup on the request for the County to provide ARPA funding to the Health District. It was discussed that the documents previously provided included dates prior to what ARPA allows; Ms. Braniff explained that those documents were provided as examples to show how much costs have increased (i.e. 2018 vs current) in an effort to demonstrate Pioneer's financial situation due to the impacts of COVID. Ms. Braniff explained her understanding that there is nothing in the ARPA requirements that requires funding be on a reimbursement basis; only showing a loss of revenue and expenses above and beyond for the funding requested and what its use would be. Labor costs were high due to COVID; staff were retained even when the census was low, additionally, traveling nurses and CNA's were utilized due to staff being out with COVID. The Court explained that receipts/documentation for reimbursement are needed as the County must report on all expenditures and provide documentation for audit requirements. ARPA funds can be used to cover eligible costs incurred beginning March 3, 2021. Ms. Braniff will gather additional documentation for the Court's consideration.

CROSSING PERMITS

Commissioner Jacobs moved to approve Crossing Permit #27-22 to VOID to fix pipe on Hope Road #569; Permit #28-22 to AT&T Corp. for utility work on Stanton Blvd. #762; and Permit #29-22 to AT&T Corp. for utility work on Lockett Road #730. Commissioner Hodge seconded and the motion passed unanimously. Original permits will be kept on file at the Road Department.

COURT MINUTES

Commissioner Hodge moved to approve Court Minutes of June 22, 2022 as written. Commissioner Jacobs seconded and the motion passed unanimously.

UPDATED COUNTY POLICIES

Commissioner Jacobs moved to approve updated County Policy 310 - Paid Holiday Benefit. Commissioner Hodge seconded and the motion passed unanimously. See instrument # 2022-3112

Commissioner Hodge moved to approve updated County Policy 309 - Donation of Vacation Benefits. Commissioner Jacobs seconded and the motion passed unanimously. See instrument # 2022-3111

CONTRACTS - TVP

Commissioner Hodge moved to approve Personal Services Contract for Emergency Medical and Ambulance Services for the Nyssa ASA (Ambulance Service Area); and Personal Services Contract for Emergency Medical and Ambulance Services for the Ontario ASA with TVP Inc. Commissioner Jacobs seconded and the motion passed unanimously. The term of the contracts are for 5 years. See instrument # 2022-3113 and 2022-3114. Present from TVP were Steve Patterson, Heather Land, and Attorney Shawn Logan; Mr. Patterson and Ms. Land also signed the contracts.

RESOLUTION - DIRECTORS HOLD/LIFEWAYS

Commissioner Jacobs moved to approve Resolution R22-18: Resolution Authorizing Andrea Recla, Oscar Hernandez, Austin Robishaw, Ryan Kelly, Laurie Smith, Brady Smith, David Tovar, Sarah Reece, Ron Van Ausdal, Katrina Alford, Madison Shira, Tom

Koberlein, and Gaby Kissell to Direct a Peace Officer or Approved Secure Transport Provider to Take Allegedly Mentally Ill Persons into Custody. Commissioner Hodge seconded and the motion passed unanimously. See instrument # 2022-3108

IGA - MARION COUNTY

Commissioner Jacobs moved to approve Intergovernmental Agreement JV-4774-22 between Marion County and Malheur County for Juvenile Detention care services. Commissioner Hodge seconded and the motion passed unanimously. The agreement expires June 30, 2025. See instrument # 2022-3107

EMPLOYMENT AGREEMENT - DELONG

Commissioner Hodge moved to approve Malheur County A-level Electrical Inspector Employment Agreement with Mike DeLong. Commissioner Jacobs seconded and the motion passed unanimously. The agreement is necessary pursuant to ORS 479.855(4)(a) as an emergency circumstance currently exists within the County Building Program. The emergency circumstance is that on a temporary basis there is not enough electrical inspection coverage that meets the Program requirements. Mr. DeLong is a signing supervisor for Vale Electric and is in the process of applying and sitting for the Oregon electrical inspector exam; Mr. DeLong will not inspect any building/residence in which Vale Electric is the electrical contractor. See instrument # 2022-3109

ACCEPTANCE OF RESIGNATION - GREGORY SMITH & COMPANY

Commissioner Hodge moved to accept the resignation of Gregory Smith & Company, LLC for economic development services. Commissioner Jacobs seconded and the motion passed unanimously. Commissioner Jacobs noted that Mr. Smith has assisted many small businesses in the community with obtaining financing, worked with state legislators to bring funding into the county, and expressed appreciation for the work Mr. Smith has done for the County. Commissioner Jacobs also expressed concern about negative publicity that the County and Mr. Smith has received and expressed his desire for relationships with local media to become more positive. Commissioner Jacobs also expressed appreciation for the numerous volunteers who serve on various boards as appointed by the County Court. Commissioner Hodge and Judge Joyce concurred with Commissioner Jacobs. See instrument #2022-3110 for the letter of resignation.

PUBLIC COMMENTS

Mike Walker inquired if Mr. Smith had provided the Court a comprehensive set of handover notes.

Les Zaitz inquired if there would be contract extension during the transition period.

Mr. Walker encouraged the Court to prioritize the reload center project over economic development.

The Court members noted that MCDC may want to contract with Mr. Smith to continue the Treasure Valley Reload Center; the Court is awaiting input from the MCDC board.

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.

MALHEUR COUNTY COURT MINUTES

July 13, 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. Administrative Officer Lorinda DuBois and County Counsel Stephanie Williams were present. Les Zaitz with the Malheur Enterprise and public member Mike Walker were present. 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 # 2022-3249

BOXING PROGRAM

Mike Padilla from Ontario School District met with the Court. Mr. Padilla explained that the boxing program will be a USA Boxing sanctioned club and will serve Malheur County youth enrolled in middle school through high school; the program will be located on Ontario School District property. Mr. Padilla requested the Court contribute one-time start-up funds for the program in the amount of $6,000. The City of Ontario has appropriated $6,000 for the program and the Ontario Chamber of Commerce appropriated $10,000 to assist with the purchase of a competition boxing ring. See instrument # 2022-3251

Commissioner Jacobs thanked Mr. Padilla; and explained that the County budget process for the current fiscal year was completed earlier in the year and funding to support the program is not in the adopted budget. Commissioner Jacobs moved to approve execution of the Memorandum of Understanding (MOU) for Use of Boxing Ring with Ontario School District No. 8C. Commissioner Hodge seconded and the motion passed unanimously. See instrument # 2022-3250

JUVENILE DEPENDENCY CASES AND FUNDING

Public Defense Attorney Gary Kiyuna met with the Court. District Attorney Dave Goldthorpe also joined the session. Mr. Kiyuna explained that in January 2022 the Oregon Project Report was released. This is an analysis of the Oregon public defense system and attorney workload standards. The study found that there is a substantial deficiency of public defense attorneys for adequate representation at the current caseload levels. Additionally, the Parent Child Representation Program (PCRP) is active, but only serves 10 counties; parents and children in those 10 counties receive more attorney time than the rest of the counties in the state. Attorneys in the PCRP program have a cap of 80 dependency cases per attorney; attorneys under contract with the Public Defense Services in Malheur county average approximately 120 dependency cases per attorney. No eastern Oregon or central Oregon counties are included in the PCRP. Mr. Kiyuna noted that Malheur county has as many juvenile dependency cases as Deschutes county. Oregon Judicial Department (OJD) has recognized the need for a third trial court judge in Malheur county. Civil commitment cases have greatly increased also. Mr. Goldthorpe explained that DHS has increased their staffing levels in the County over that last few years; the decriminalization of drugs, along with medical and recreational marijuana, draws new people to our County and also allows people with drug problems to go untreated. Mr. Goldthorpe explained that a unified front advocating for Malheur county is needed; Malheur county needs more resources to provide adequate representation for all. Mr. Goldthorpe noted he has been advocating for federal funding for a mental health respite center. The Court thanked Mr. Kiyuna and Mr. Goldthorpe for sharing the information.

EASOM PROPERTY LIEN

Attorney David Brown met with the Court regarding the County's lien on the Irvin Easom property. Mr. Brown represents the Personal Representative of the Estate of Irvin Easom. The County filed a lien in 2019 against the estate's property for cleanup costs incurred by the County. The property is currently under contract to be purchased and the purchasers intend to completely renovate the property. Mr. Brown requested the County release its lien against the property so that it can be sold (closing is scheduled for July 15th). Mr. Brown confirmed that the County's Claim against the Estate for the lien amount has been allowed; it was also discussed that negotiations regarding the Claim against the Estate could take place at a later date after confirmation that the property is sufficiently cleaned up by the new owners. (The buyers have signed declarations of their intent to clean up the garbage and debris from the property within 60 days of the closing.) The Personal Representative is requesting the County consider releasing its Claim against the Estate after the property is cleaned up by the new owners. Cory Easom suffers from mental illness and proceeds from the Estate are needed to provide for his treatment and care. Mr. Brown confirmed that the Claim against the Estate for the lien as well as the $3,000 advanced for attorney fees to assist with probating the Estate are valid Claims against the Estate. Commissioner Jacobs noted he could support releasing the lien against the real property; and possibly consider forgiving the interest and/or surcharge on the lien but he could not support forgiving the actual out-of-pocket costs the County had paid for the cleanup costs resulting in the lien. Commissioner Hodge concurred with Commissioner Jacobs. Commissioner Jacobs moved to authorize Judge Joyce to sign the Release of Lien. Commissioner Hodge seconded and the motion passed unanimously. See instrument #2022-3259 for the Notice of Release of Lien; and instrument # 2022-3254 for written correspondence from Mr. Brown.

CROSSING PERMITS

Commissioner Jacobs moved to approve the following Crossing Permits: Permit #30-22 to Terri Collinsworth for installation of pipe along Oliver Road #797; Permit #31-22 to Idaho Power for installation of a pole on Russell Road #675; Permit #32-22 to Idaho Power for installation of a pole and transformer on Juniper Road #1012; and Permit #33-22 to Idaho Power for removal and installation of poles on Oak Road #1066. Commissioner Hodge seconded and the motion passed unanimously. Original permits will be kept on file at the Road Department.

COURT MINUTES

Commissioner Hodge moved to approve Court Minutes of June 29, 2022 as written. Commissioner Jacobs seconded and the motion passed unanimously.

CERTIFICATION STATEMENT

Commissioner Hodge moved to sign the Oregon Parks and Recreation Department County Parks Assistance Program Certification Statement for July 1, 2022 - June 30, 2023. Commissioner Jacobs seconded and the motion passed unanimously. The estimated RV fee revenue distribution for Malheur County is $55,467.00 which will be budgeted in the Marine and Parks budget. See instrument # 2022-3256

EMPLOYMENT AGREEMENT - MILLER

Commissioner Hodge moved to approve Child Support Specialist/Malheur County District Attorney's Office - employment of PERS retiree Employment Agreement with Teresa (Teri) Miller. Commissioner Jacobs seconded and the motion passed unanimously. See instrument # 2022-3252

EXTENSION AGREEMENT - GREGORY SMITH & CO.

Commissioner Hodge moved to approve Extension Agreement with Gregory Smith & Company LLC. Commissioner Jacobs seconded and the motion passed unanimously. The agreement extends the Contract for Personal Services and Third Addendum through July 31, 2022 and sets out how work products under the Contracts will be transferred to the County and MCDC.

INTERIM ENVIRONMENTAL HEALTH DIRECTOR

Commissioner Hodge moved to authorize Judge Joyce and Ms. Williams to negotiate with Eric Evans to provide interim Environmental Health Director services as Mr. Evans holds the necessary state license and can oversee the environmental health specialist trainee. Commissioner Jacobs seconded and the motion passed unanimously.

AMENDMENT - GOLDTHORPE

Commissioner Hodge moved to approve Second Amendment to Agreement between Malheur County Court and Malheur County District Attorney for Additional and Temporary Services within the Malheur County Juvenile Department Recorded with the Malheur County Clerk as Instrument Number 2022-2472; First Amendment to Agreement Recorded as Instrument Number 2022-2832. Commissioner Jacobs seconded and the motion passed unanimously. See instrument # 2022-3253

FOOD BORNE ILLNESS PROGRAM - BAKER COUNTY

Baker County indicated their willingness to increase their fees for the program. Environmental Health staff have indicated they are comfortable with continuing the contract with Baker County. Consensus of the Court was to not terminate the contract with Baker County for the Food Borne Illness Program.

MCDC REQUEST

The Court received correspondence on behalf of the Board of Directors of Malheur County Development Corporation (MCDC) requesting the retainment of the services of Gregory Smith & Company LLC for the Treasure Valley Reload Center for the next year. Commissioner Jacobs noted he has had conversations with MCDC Board Chair Grant Kitamura; and he is in discussions with Representative Owens and ODOT about how to potentially finance the project manager position through the project rather than through the County. Commissioner Jacobs requested the matter be tabled for a week. See instrument # 2022-3255

PUBLIC COMMENTS

Public member Mike Walker gave public comments and offered his advice to the Court to not retain the services of Gregory Smith & Company for the reload center project.

The meeting recessed until 1:30 p.m.

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(a) - Employment of Public Officers, Employees and Agents with Judge Joyce presiding and Commissioner Jacobs and Commissioner Hodge present. Also present were: Administrative Officer Lorinda DuBois, District Attorney Dave Goldthorpe, Jason Cooper from Ontario Police Department, Christine Phillips from Department of Human Services, Angie Arriolla from Malheur Education Service District, and Joshua Hoffman. No decisions were made during or following the session.

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(a) - Employment of Public Officers, Employees and Agents with Judge Joyce presiding and Commissioner Jacobs and Commissioner Hodge present. Also present were: Administrative Officer Lorinda DuBois, District Attorney Dave Goldthorpe, Jason Cooper from Ontario Police Department, Christine Phillips from Department of Human Services, Angie Arriolla from Malheur Education Service District, and Eluterio (Ted) Martinez. No decisions were made during or following the session.

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(a) - Employment of Public Officers, Employees and Agents with Judge Joyce presiding and Commissioner Jacobs and Commissioner Hodge present. Also present were: Administrative Officer Lorinda DuBois, District Attorney Dave Goldthorpe, Jason Cooper from Ontario Police Department, Christine Phillips from Department of Human Services, Angie Arriolla from Malheur Education Service District, and Jason Munn. No decisions were made during or following the session.

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(a) - Employment of Public Officers, Employees and Agents with

Judge Joyce presiding and Commissioner Jacobs and Commissioner Hodge present. Also present were: Administrative Officer Lorinda DuBois, District Attorney Dave Goldthorpe, Jason Cooper from Ontario Police Department, Christine Phillips from Department of Human Services, Angie Arriolla from Malheur Education Service District, and Jennifer Schaffer. No decisions were made during or following the session.

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.

Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
Printed: 7/21/2022 2:05 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
128704	879681	Eddie Alvarez	06/01/2022	1,837.88
			Total for 6/1/2022:	1,837.88
128708	832852	Wells Fargo Business Elite Card	06/07/2022	9,447.35
			Total for 6/7/2022:	9,447.35
128709	033300	Argus Observer	06/10/2022	842.84
128710	037600	AT&T	06/10/2022	22.79
128711	130624	B & W Car Wash	06/10/2022	12.00
128712	879536	BK Construction, Inc.	06/10/2022	5,500.00
128713	626400	Campo & Poole Distributing, LLC	06/10/2022	13,711.17
128714	637830	Century Link	06/10/2022	478.08
128715	637828	Century Link Communications, LLC	06/10/2022	94.59
128716	284000	Farmers Supply Co-Op	06/10/2022	6,542.64
128717	376000	Idaho Power	06/10/2022	1,866.61
128718	428200	League of Oregon Cities	06/10/2022	290.00
128719	441140	Looks Nu, Inc.	06/10/2022	170.00
128720	451600	Malheur County Administration Office	06/10/2022	200.00
128721	456402	Malheur County Clerk	06/10/2022	336.00
128722	457799	Malheur Drainage District	06/10/2022	3,075.34
128723	610100	Malheur Memorial Health Clinic	06/10/2022	100.00
128724	879464	Merchant McIntyre Associates, LLC	06/10/2022	6,500.00
128725	22427	Murraysmith, Inc.	06/10/2022	7,367.50
128726	602320	NAPA Auto Parts	06/10/2022	165.07
128727	240100	State of Oregon Dept of Consumer & Busir	06/10/2022	10,454.81
128728	583450	State of Oregon Dept of Corrections	06/10/2022	1,280.00
128729	528405	Oster Professional Group, CPA's PC	06/10/2022	24,822.42
128730	879551	Painter Holdings & Business Ventures, Inc.	06/10/2022	13.25
128731	879166	Pitney Bowes Global Financial Services, Ll	06/10/2022	882.93
128732	879656	Proficient Roof Maintenance and Coatings,	06/10/2022	5,205.00
128733	879534	Public Affairs Counsel	06/10/2022	5,000.00
128734	642093	Red's Automotive Repair, Inc.	06/10/2022	137.76
128735	879145	Silver Signet, LLC	06/10/2022	315.00
128736	879626	Silverhawk Properties Oregon, LLC	06/10/2022	425.00
128737	130950	Sparklight Business	06/10/2022	13.23
128738	879553	Training & Employment Consortium	06/10/2022	531.00
128739	788402	TransUnion Risk & Alternative Data Soluti	06/10/2022	75.00
128740	879151	Waste-Pro	06/10/2022	80.10
128741	879635	Western Building Maintenance	06/10/2022	3,962.08
128742	UB*11997	BURNT RIVER FARMS	06/10/2022	37.23
128743	UB*11998	ALISIA DAVIS	06/10/2022	52.57
128744	T7125	EAA Chapter 837	06/10/2022	200.00
128745	&260	Four Rivers Cultural Center	06/10/2022	28,629.75
128746	451350	Malheur County Fair Board	06/10/2022	10,000.00
128747	539200	Ontario Area Chamber of Commerce	06/10/2022	23,481.18

Check No	Vendor No	Vendor Name	Check Date	Check Amount
128748	566003	Ontario Municipal Airport	06/10/2022	12,000.00
128749	UB*12000	BRITTANY PETERSON	06/10/2022	92.85
128750	UB*11999	THALIYA & ADAM VALENZUELA	06/10/2022	40.00
			Total for 6/10/2022:	175,005.79
128751	879649	Spacesaver Specialists, Inc.	06/13/2022	18,070.00
			Total for 6/13/2022:	18,070.00
ACH	878915	Jacobs Engineeering Group, Inc.	06/14/2022	19,162.50
128752	032000	Andrews Seed Co., Inc.	06/14/2022	10,060.04
128753	860100	WesTech Engineering, Inc.	06/14/2022	243,856.25
128754	428195	Leads Online, LLC	06/14/2022	2,261.00
128755	666052	SAIF Corporation	06/14/2022	108,086.13
128756	879377	Weapon Systems Training Council, LLC	06/14/2022	990.00
			Total for 6/14/2022:	384,415.92
128757	879363	Danielle Llamas	06/16/2022	324.50
			Total for 6/16/2022:	324.50
128758	&525	American Staffing, Inc.	06/17/2022	433.00
128759	144000	Cascade Natural Gas Corporation	06/17/2022	133.36
128760	879247	Idaho Communications, LLC	06/17/2022	470.00
128761	879191	Kristy Lynn Janti	06/17/2022	32.00
128762	UB*12002	ELLEN JESSEN	06/17/2022	104.84
128763	431000	Lifeways, Inc	06/17/2022	150.00
128764	879417	LightSpeed Networks, Inc.	06/17/2022	1,163.42
128765	441140	Looks Nu, Inc.	06/17/2022	220.00
128766	UB*12001	LISA & JASON MALCHOW	06/17/2022	161.33
128767	879683	Scott McKinney	06/17/2022	25,000.00
128768	UB*12003	MILLS MANOR LLC	06/17/2022	1,402.62
128769	879301	Net Assets Corporation	06/17/2022	444.00
128770	110805	State of Oregon Bureau of Labor & Industri	06/17/2022	3,393.28
128771	583450	State of Oregon Dept of Corrections	06/17/2022	1,280.00
128772	878923	Oregon Volunteer Firefighters Association	06/17/2022	250.00
128773	368050	Robb Enterprises	06/17/2022	231.39
128774	879469	SBRK Finance Holdings, Inc.	06/17/2022	1,302.00
128775	879145	Silver Signet, LLC	06/17/2022	477.10
128776	702008	Staples Business Credit	06/17/2022	329.96
128777	729500	Storage On Site	06/17/2022	85.00
128778	&419	Ontario Lions Club	06/17/2022	200.00
			Total for 6/17/2022:	37,263.30
128779	879684	Altruistic Recovery	06/24/2022	5,000.00
128780	&525	American Staffing, Inc.	06/24/2022	378.88
128781	033300	Argus Observer	06/24/2022	259.84
128782	879685	Bode Cellmark Forensics	06/24/2022	464.70
128783	879637	Bryant Lovlien & Jarvis PC Attorneys at La	06/24/2022	13,948.36
128784	UB*11997	BURNT RIVER FARMS	06/24/2022	120.41
128785	&260	Four Rivers Cultural Center	06/24/2022	42.31
128786	376000	Idaho Power	06/24/2022	2,970.21
128787	420000	John Deere Financial	06/24/2022	18.07

Check No	Vendor No	Vendor Name	Check Date	Check Amount
128788	879674	Ernesto Juarez	06/24/2022	6,000.00
128789	408200	J-U-B Engineers, Inc.	06/24/2022	26,172.98
128790	879189	Chief Terry Leighton	06/24/2022	432.40
128791	431000	Lifeways, Inc	06/24/2022	5,000.00
128792	UB*12005	MILLS MANOR LLC	06/24/2022	2,125.61
128793	602320	NAPA Auto Parts	06/24/2022	19.29
128794	539200	Ontario Area Chamber of Commerce	06/24/2022	54.41
128795	879500	State of Oregon Department of Transportati	06/24/2022	22,533.28
128796	642093	Red's Automotive Repair, Inc.	06/24/2022	683.54
128797	879145	Silver Signet, LLC	06/24/2022	41.07
128798	UB*12004	SR-71	06/24/2022	145.02
128799	702100	Staples Credit Plan	06/24/2022	16.78
128800	879599	Gary T Taylor	06/24/2022	1,500.00
128801	879553	Training & Employment Consortium	06/24/2022	216.00
128802	863995	White Cloud Communications-Boise, Inc.	06/24/2022	2,403.00
			Total for 6/24/2022:	90,546.16
ACH	PRAFLAC	AMERICAN FAMILY LIFE ASSURANCI	06/30/2022	706.36
ACH	PRAMERF	AMERICAN FUNDS GROUP	06/30/2022	225.00
ACH	PRCCIS	E B S TRUST	06/30/2022	68,345.37
ACH	PRCOLONI	COLONIAL LIFE	06/30/2022	860.76
ACH	PRFED	PAYROLL TAXES	06/30/2022	72,737.78
ACH	PRNATW	NATIONWIDE RETIREMENT SOLUTIO	06/30/2022	500.00
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	06/30/2022	994.80
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	06/30/2022	274.99
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	06/30/2022	18,352.77
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	06/30/2022	9,425.00
ACH	PRPERS	OREGON PERS	06/30/2022	103,831.82
128803	PRLINC	LINCOLN NATIONAL LIFE INS CO	06/30/2022	600.00
128804	PRSFIRE	UMPQUA BANK	06/30/2022	440.00
128805	637830	Century Link	06/30/2022	718.90
128806	637828	Century Link Communications, LLC	06/30/2022	98.99
128807	UB*11998	ALISIA DAVIS	06/30/2022	117.43
128808	&260	Four Rivers Cultural Center	06/30/2022	33,463.37
128809	UB*12008	CARRIE GRAMS	06/30/2022	218.86
128810	UB*12006	G. THOMAS GRECO	06/30/2022	6.74
128811	376000	Idaho Power	06/30/2022	1,900.27
128812	UB*11986	MILLS MANOR LLC	06/30/2022	236.30
128813	UB*11987	MILLS MANOR LLC	06/30/2022	184.37
128814	UB*12009	NCR Properties, LLC	06/30/2022	42.10
128815	539200	Ontario Area Chamber of Commerce	06/30/2022	27,813.91
128816	572000	Ontario Sanitary Service, Inc.	06/30/2022	313.06
128817	UB*12000	BRITTANY PETERSON	06/30/2022	81.02
128818	UB*11994	ZOE RIVAS	06/30/2022	87.45
128819	UB*12007	SANDRA ROMERO	06/30/2022	68.25
128820	288897	Verizon	06/30/2022	2,081.38
			Total for 6/30/2022:	344,727.05
			Report Total (126 checks):	1,061,637.95