

**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, AUGUST 9, 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 August 5, 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) Adoption of Minutes: July 26, 2022 Council Executive Session Only; July 26, 2022 Council Meeting

6) SPECIAL ACTION

- A) Middle School Softball Field: Fran Halcom - 15 min presentation
- B) Badge Pinning: Jordan Watts, Charlotte New
- C) Water Systems Service Award: Jacobs

7) PRESENTATIONS

A) Group HRA Update by Waldo Insurance Inc.

8) NEW BUSINESS

- A) Resolution #2022-132: Airport Pavement Rehabilitation Grant Match
- B) Airport Pavement Rehabilitation ODA Grant Agreement
- C) Addendum #1: Airport Landscape Service Agreement
- D) Resolution #2022-133: Create Tater Tots Trail Ad Hoc Committee
- E) Intergovernmental Agreement: Programming of City Recreation Facilities
- F) Acceptance of Public Utility Easement KZ Investments, LLC
- G) Malheur Council on Aging and Community Services Funding

9) PUBLIC HEARING

A) Resolution #2022-134: Harrah Heights Reimbursement District

10) DISCUSSION ITEMS

- A) Update: Dump Truck
- B) Update: Evidence Room
- C) Update: Homelessness

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

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

- 11) DEPARTMENT HEAD UPDATES**
 - A) Public Works: Quarterly Update
- 12) HAND-OUTS**
 - A) Monthly Department Stats: Police, Code Enforcement, Public Works, Fire - July 2022
 - B) Minutes: County Court 07-20-2022; 07-27-2022
- 13) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS**
- 14) EXECUTIVE SESSION**
 - A) ORS 192.660(2)(a): Consider Employment
- 15) ADJOURN**



CITY COUNCIL MEETING MINUTES
EXECUTIVE SESSION ONLY
July 26, 2022

An Executive Session of the Ontario City Council was called to order by Mayor Riley Hill at 5:30 p.m. on Tuesday, July 26, 2022, in the Council Chambers of Ontario City Hall. Council members present were Riley Hill, John Kirby, Michael Braden, Ken Hart, Eddie Melendrez, and Susann Mills. Sam Baker arrived at 5:52 p.m.

Members of staff present were Dan Cummings, Tori Barnett, and Justin Zysk. Also present via Zoom was City Attorney Jeremy Green.

AGENDA

This Agenda was posted on July 22, 2022.

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

EXECUTIVE SESSION

Executive Session: ORS 192.660(2)(e)

An Executive Session was called at 5:33 p.m. under provisions of ORS 192.660(2)(e) to discuss real property. The Council adjourned the session at 5:49 p.m. and convened into a second Executive Session.

Executive Session: ORS 192.660(2)(f) and ORS 192.660(2)(e)

An Executive Session was called at 5:49 p.m. under provisions of ORS 192.660(2)(f) to discuss items covered by Attorney-Client privilege. The Council adjourned the session at 6:09 p.m.

Councilor Baker arrived at 5:52 p.m.

A consensus was reached to add an action item to the July 26, 2022, regular Council meeting as New Business 7B.

ADJOURN

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

ACCEPTED:

ATTEST

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder





CITY COUNCIL MEETING MINUTES July 26, 2022

The scheduled meeting of the Ontario City Council was called to order by Mayor Riley Hill at 6:00 p.m. on Tuesday, June 14, 2022, in the Council Chambers of City Hall. Council members present were John Kirby, Riley Hill, Michael Braden, Ken Hart, Eddie Melendrez, Susann Mills, and Sam Baker.

Members of staff present were Dan Cummings, Tori Barnett, Terry Leighton, Justin Zysk, Kari Ott, May Swihart, Casey Mordhorst, and Alex Cisneros.

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 22, 2022. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

Mayor Hill added action item 7B) Looks Nu Carwash to the Agenda.

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

CONSENT AGENDA

KIRBY moved, MILLS seconded, **TO ADOPT THE CONSENT AGENDA, WHICH CONSISTED OF THE CITY COUNCIL MEETING MINUTES OF JULY 12, 2022.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

OLD BUSINESS

Renewal of Contract with Oster Professional Group (OPG)

Dan Cummings, City Manager Pro Tem, presented.

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

Resolution #2022-129: Transfer Funds – Purchase Ballistic Protection Vests

Kari Ott, Finance Director, presented.

MELENDREZ moved, HART seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2022-129: A RESOLUTION TO APPROPRIATE FUNDING FOR POLICE BALLISTIC PROTECTION EQUIPMENT.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.



Resolution #2022-130: Donation to Ontario Boxing Club

Kari Ott, Finance Director, presented.

MELENDREZ moved, BRADEN seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2022-130: A RESOLUTION TO APPROPRIATE FUNDING FOR A DONATION TO THE ONTARIO BOXING CLUB.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

Ordinance #2811-2022: OMC 8-11-18 Water Shortage Emergency Code Revisions

Casey Mordhorst, Public Works Director, presented.

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

NEW BUSINESS**Airport Pavement Rehabilitation FAA Grant Agreement**

Justin Zysk, Airport Manager, presented.

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

NU LOOK CAR WASH DEMOLITION

BRADEN moved, HART seconded, **THE COUNCIL DIRECT CITY MANAGER PRO TEM AND THE CITY ATTORNEY TO AMEND THE CONTRACT WITH LOOKS NU FOR THE DEMOLITION WORK UP TO AN AMOUNT NOT TO EXCEED \$24,440, WHICH INCLUDES THE REMOVAL OF THE CANOPY AND STRUCTURAL POLES.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

PUBLIC HEARING**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)**

It being the date advertised for public hearing on the matter of Ordinance #2812-2022, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, one abstentions, no ex-parte contact, and one declaration of conflict of interest.

Mayor Hill recused himself due to a conflict of interest.

Dan Cummings, Economic Development Director, presented.

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

MILLS moved, KIRBY seconded, **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.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-recuse. Motion carried 6/0/0/1.



KIRBY moved, MELENDREZ seconded, **IN ACCORDANCE WITH SECTION 8.2(2) OF THE CITY CHARTER 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 NW¼, SECTION 5, TOWNSHIP 18 SOUTH, RANGE 47 EAST, WILLAMETTE MERIDIAN AS SET FORTH IN ACTION 2022-05-22AZ, AT A SINGLE MEETING BY TITLE ONLY.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-recuse. Motion carried 6/0/0/1.

MILLS moved, KIRBY seconded, **IN ACCORDANCE WITH SECTION 8.2(2) OF THE CITY CHARTER 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 NW¼, SECTION 5, TOWNSHIP 18 SOUTH, RANGE 47 EAST, WILLAMETTE MERIDIAN AS SET FORTH IN ACTION 2022-05-22AZ, AT A SINGLE MEETING BY TITLE ONLY.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-recuse. Motion carried 6/0/0/1.

Mayor Hill returned to the dais.

Ordinance #2814-2022: Psilocybin Ban

It being the date advertised for public hearing on the matter of Ordinance #2814-2022, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, no ex-parte contact, and no declarations of conflict of interest.

Dan Cummings, City Manager Pro Tem, presented.

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

BAKER moved, MILLS seconded, **IN ACCORDANCE WITH SECTION 8.2(2) OF THE CITY CHARTER, 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.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

BAKER moved, KIRBY seconded, **IN ACCORDANCE WITH SECTION 8.2(2) OF THE CITY CHARTER, 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.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

Resolution #2022-131: Psilocybin Ban

It being the date advertised for public hearing on the matter of Resolution #2022-131, 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, City Manager Pro Tem, presented.

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



KIRBY moved, MILLS seconded, **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.** 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

Finance: Monthly Report *(Attached)*

Kari Ott, Finance Director, presented.

Councilor Hart asked what the ending fund balance was. It did not look like the city received all the marijuana revenue as budgeted.

Ms. Ott stated that was correct; however, there were still more payments to come in that would be in the last fiscal year.

Councilor Hart verified they'd be accrued then, but the amount was unknown.

Ms. Ott stated yes. The city had just received one payment of approximately \$700K. It was less than prior payments, but it was cyclic.

Councilor Hart stated once those came in, if there were any additional payments to pay down the PERS debt early, those would be made. That was the one thing that was easy for the city to hold and not actually do. Was that correct?

Ms. Ott stated the city could only make one payment per year.

Airport: Semiannual Report *(Attached)*

Justin Zysk, Airport Manager, presented.

Councilor Hart asked if the grass runway was usable?

Mr. Zysk stated it was. It had been used every week by the gliders. There was also a group from Nampa that utilized it.

Councilor Hart stated when they held the discussion about the mowing contract, Mr. Zysk mentioned that one of the things that could be done was to add it to a directory, so people knew one was located there. Was that something he was still thinking of pursuing?

Mr. Zysk stated the last correspondence he received from the engineer was a template to send to the FAA. Based on his conversation with the engineer, they might have to slow that down. Recently, the FAA started to recognize grass runways that were operating closely, the RSA, based on the safety area offset of an active paved runway. He was still looking into how they'd regulate the grass strip within an RSA, and it was debatable on how far they were going to go. It was something that he would continue to pursue.

Councilor Hart asked if they were in jeopardy of losing it, or just not being able to list it as something offered.

Mr. Zysk stated it would not be taken away.

Mr. Cummings stated the FAA just hadn't sanctioned it, but the FAA was now working on some regulations to allow it. Before it was just no, and it wouldn't be sanctioned. But they were now working towards that.



DISCUSSION ITEMS**New Public Works Dump Truck Funding**

Mayor Hill stated he had asked this item to be added to the agenda because it came up as a subject in budget hearings. Now they were around \$200K in the contingency and it was just now the beginning of a new year. They already approved \$20K+ for some ballistic vests. There was also a market decline in marijuana revenue. There was only 150K miles on the current truck. He spoke with two different people about it, who told him \$50K could put in a new motor/transmission, and then it should be fine. He believed they should repair the old truck. There was \$175K in that line, and that would put \$125K back into contingency.

Councilor Kirby stated his agreement with that. It had been discussed extensively during the budget process. They could get a rebuilt truck back in service more quickly than purchasing a new one. There was also the downturn in marijuana funds.

Casey Mordhorst, Public Works Director, stated it was not just the motor and transmission on the truck that had an issue. The hydraulic system on the trucks now were not the same as a construction site dump truck. The trucks did not have PTO style hydraulics; they were on 100% of the time. If they were going to retrofit this truck, at a minimum, they needed to do hydraulics, and last year's price was \$26K. That eliminated the cables, and they'd go to hydraulic valves. They had purchased the truck in used condition. With \$50K, they might be able to do both things, but he believed there was \$225K in the budget.

Mayor Hill stated he thought it was \$175K.

Ms. Ott stated there was \$225K budgeted.

Mr. Mordhorst stated if they could at least keep \$50K or \$75K to modify the current truck, they could get by; however, in the future it would be on the CIP list.

Mayor Hill stated there was 150K miles on the truck and he had spoken with guys that had millions of miles on their trucks and never touched them, but he did appreciate Mr. Mordhorst's concerns.

Councilor Melendrez asked what the dump truck was used for.

Mr. Mordhorst stated it was used for everything – chip sealing, hauling asphalt, hauling concrete, dirt, materials to and away from projects, and snow and ice removal. Primarily this truck was used at the airport.

Councilor Melendrez asked about funding for a new truck.

Mr. Mordhorst stated it would be the \$225K with the trade in of the used truck they were discussing.

Councilor Baker asked how many trucks were currently in the fleet.

Mr. Mordhorst stated there were three 10-yard trucks, and two 5-yard trucks.

Councilor Baker asked if this one was included in that total.

Mr. Mordhorst stated it was.

Councilor Baker stated if this was down for a certain amount of time, would that affect performance?

Mr. Mordhorst stated no; he'd just have to coordinate that with MetroQuip. He couldn't even get a chassis price until next November for next year.

Councilor Kirby suggested that Mr. Mordhorst return at the next meeting with firm figures. Then if the Council opted to alter the budgeted amount, they'd have stronger numbers to work with.

Mr. Mordhorst stated he would do that.

HAND OUTS

Minutes: County Court *(Attached)*

June 29, 2022; July 13, 2022

Check Register *(Attached)*

June, 2022

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Mayor Hill stated with regard to the old golf course clubhouse, was there anything the Council needed to be aware of?

Mr. Cummings stated no. He had been contacted by the renter, and they were working towards a solution. Hopefully, they'd have something resolved. They were in arrears on their lease and some other things that were supposed to be paid but were not. He was putting everything together and would then meet with the renters. They did want out of their lease, but he was working on the best way to do that.

- Councilor Hart stated with regard to the highlighted items on the check register, were those for the Border Board?

Ms. Ott stated they were.

- Councilor Mills stated with regard to Merchant McIntyre, staff was going to check into alternative companies that might be qualified for applying for grants for Oregon and federal funds. Was that done?

Mr. Cummings stated staff continued to seek those but would be putting together an RFP. The Mayor had a contact, whose information he had shared with Dan. They were lobbyists, and did not really do this, but felt they had some options.

- Councilor Braden stated he received an invitation to the ordinance review committee; could he receive an update on when and what would be happening?

Mr. Cummings stated the city attorney had written up the draft ordinance, and those had been reviewed with staff. They looked like they would work, so the first review with the committee had been scheduled. If the committee was agreeable with the proposed changes, it would be presented to Council for approval.

Councilor Kirby asked to have the draft ordinance ahead of the meeting.

Mr. Cummings stated that could be done.

- Councilor Hart asked about the recruiting process for the police department since the removal of the residence issue.

Ms. Swihart stated there was one internal applicant, and the results of that had not be posted yet. If that did not move forward, it would be opened back up externally.

ADJOURN

HART moved, KIRBY 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



Oregon Health Authority
Drinking Water Services



This is to certify that the

City of Ontario

has successfully met the criteria for

Outstanding Performance

during the last Water System Survey conducted on
June 16, 2022

Kari Salis

Kari Salis, Interim Manager
Drinking Water Services
Oregon Health Authority



**AGENDA REPORT
PRESENTATIONS**
August 9, 2022

To: Mayor and City Council

FROM: May Swihart, Human Resources Manager/Assistant to the City Manager

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: **GROUP HRA UPDATE BY WALDO INSURANCE INC.**

DATE: August 4, 2022

PROPOSED MOTION:

NO PROPOSED MOTION.

SUMMARY:

The city has been working with Waldo Insurance Inc. on a Group HRA plan that will yield cost savings for the city and the city's employees.

BACKGROUND:

The current health insurance plan for the fire department, non-union, and management staff is a high deductible health plan with a \$5,000 deductible and a max out of pocket amount of \$10,000. The city has been working with Waldo Insurance to find a way to decrease the deductible and max out of pocket amounts to yield cost savings for both the city and the city's employees. Waldo Insurance proposed eliminating monthly Health Savings Account (HSA) contributions and creating a Group Health Reimbursement Arrangement (HRA) which will enable the city to decrease the premium and deductible to \$0 and the max out-of-pocket amount to \$1,100 for employee-only plans and \$2,200 for family plans. The coinsurance amount would remain the same at 20%. In Section 13.2 of the 2022 IAFF Local 3464 CBA, the firefighter union agreed to switch health insurance plans, including reducing HSA contributions, for a health insurance plan that is the same or better.

CURRENT SITUATION:

The city is currently working with the Ontario Police Association (OPA) to bring them into the Group HRA as well through a memorandum of agreement with language similar to Section 13.2 of the IAFF Local 3464 CBA. If the OPA does not agree, the city can proceed with the plan. However, non-union and management staff will need to keep paying their premiums.

ANALYSIS:

- A. **STRATEGIC PLAN** This item aligns with the Strategic Plan goal of Fiscal Sustainability.
- B. **FINANCIAL** The Group HRA plan will yield cost savings for the city. If the HRA is at 50% utilization, the city will save \$80,286. If the HRA is at 100% utilization, the city will save \$2,286.
- C. **TIMING** The city can adopt this plan at any time.
- D. **POLICY/LEGAL** The City Manager has the authority to change city health insurance plans. This presentation is in front of the City Council according to Section 4.3 (b) of the City Charter which states, "Keep the Council advised of the affairs and needs of the City."

ALTERNATIVES:

The city can decide to keep all employees on their current health insurance plans.

RECOMMENDATION:

Staff recommends adopting the Group HRA plan.

ATTACHMENTS:

- 1. City of Ontario Proposed Group HRA Benefit Summary- All Staff
- 2. City of Ontario Proposed Group HRA Benefit Summary- Only Fire-Non Union-and-Management



Group HRA Option Summary

Current Benefit

Fire/Non-union/Management

Employee Only

2,500 Ded
20% Coins
5,000 MaxOoP

Family

5,000 Ded
20% Coins
10,000 MaxOoP

Police

Employee Only

500 Ded
20% Coins
1,500 MaxOoP

Family

1500 Ded
20% Coins
5,500 MaxOoP

Current Benefit Cost

Total Combined Premium CIS

\$791,775

HSA Contribution

\$72,500

Total Cost

\$864,275

Proposed Benefit All Employees Group HRA

Employee Only

0 Ded
20% Coins
1,100 MaxOoP

Family

0 Ded
20% Coins
2,200 MaxOoP

Group HRA Cost/Savings

Broker/TPA Fees Included

HRA @ 50% Utilization

\$783,989

HRA @ 100% Utilization

\$861,989

No HSA Contribution

\$72,500

No HSA Contribution

\$72,500

Total Cost Savings City

\$80,286

Total Cost Savings City

\$2,286

Broker/TPA Fees

\$55 PEPM = \$27,720



Group HRA Option Summary

Current Benefit

Fire/Non-union/Management

Employee Only

2,500 Ded
20% Coins
5,000 MaxOoP

Family

5,000 Ded
20% Coins
10,000 MaxOoP

Current Benefit Cost

Total Combined Premium CIS	\$233,237
HSA Contribution	\$72,500
Employee Contribution	\$-19,500
Total Cost	\$286,237

Proposed Benefit All Employees Group HRA

Employee Only

0 Ded
20% Coins
1,100 MaxOoP

Family

0 Ded
20% Coins
2,200 MaxOoP

Group HRA Cost/Savings

Broker/TPA Fees Included

HRA @ 50% Utilization	\$254,810	HRA @ 100% Utilization	\$284,810
No HSA Contribution	\$72,500	No HSA Contribution	\$72,500
Employee Contribution	\$19,500	Employee Contribution	\$19,500
Total Cost Savings City	\$31,427	Total Cost Savings City	\$1,427

Broker/TPA Fees

\$55 PEPM = \$11,220



**AGENDA REPORT
NEW BUSINESS
August 9, 2022**

To: Mayor and City Council

FROM: Justin Zysk, Airport Manager

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: **RESOLUTION #2022-132: AIRPORT PAVEMENT REHABILITATION GRANT MATCH**

DATE: July 22, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE RESOLUTION #2022-132: A RESOLUTION TO APPROPRIATE ADDITIONAL GRANT MATCH FUNDING FOR THE AIRPORT PAVEMENT REHABILITATION PROJECT

SUMMARY:

Based on the conditions and information known at the time, city staff budgeted \$6,250 to cover the city's match for the airport pavement rehabilitation project; however, this amount is no longer sufficient to cover the local match amount.

BACKGROUND:

During the FY23 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.

CURRENT SITUATION:

In order to fully fund the city's match portion of this project, a request for additional funding is necessary. This item is the request for the amount needed to cover the city's monetary obligation.

ANALYSIS:

- A. **STRATEGIC PLAN** This item falls under the Beautification pillar of the Strategic Plan.
- B. **FINANCIAL** The additional \$2,810 needed will be paid using the General Fund contingency to transfer out. This will leave the General Fund contingency balance at \$243,829.
- C. **TIMING** Timing is of the essence so as to not delay the project or funding.
- D. **POLICY/LEGAL** A formal resolution approved by the City Council is required to spend funds per ORS 294.

ALTERNATIVES:

The Council could choose not to support this resolution; however, this could delay the project or funding.

RECOMMENDATION:

Staff recommends the City Council approve Resolution #2022-132.

ATTACHMENTS:

1. Resolution #2022-132 Airport Pavement Rehab Grant Match



RESOLUTION #2022-132

A RESOLUTION TO APPROPRIATE ADDITIONAL GRANT MATCH FUNDING FOR THE AIRPORT PAVEMENT REHABILITATION PROJECT

WHEREAS, The Airport Pavement Rehabilitation Project is funded by grants from the Federal Aviation Administration and Oregon Department of Aviation along with a city match; **and**

WHEREAS, The project costs had an unexpected 14% increase and the Oregon Department of Aviation grant couldn't cover the entire cost increase, consequently an additional \$2,810 city match is required; **and**

WHEREAS, The City desires to modify the 2022-2023 budget in order to appropriate additional grant match funding.

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				
001-004-832000	Transfer to Airport Fund	\$63,124	\$2,810	\$65,934
001-004-871000	Contingency	\$246,639	(\$2,810)	\$243,829
AIRPORT FUND				
120-000-458000	Transfers In	\$63,124	\$2,810	\$65,934
120-006-832000	Transfer to Grant Fund	\$6,250	\$2,810	\$9,060
GRANT FUND				
010-000-458700	Transfer In	\$6,250	\$2,810	\$9,060
010-038-714108	FAA Airport Grant	\$50,000	\$2,810	\$52,810

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 9th day of August 2022, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 9TH day of August, 2022.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
August 9, 2022**

To: Mayor and City Council

FROM: Justin Zysk, Airport Manager

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: AIRPORT PAVEMENT REHABILITATION ODA GRANT AGREEMENT

DATE: August 3, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE THE AIRPORT REHABILITATE RUNWAY, TAXIWAYS, AND APRON (AIP 19) GRANT AGREEMENT NO. COAR-2022-ONO-00021 AND AUTHORIZE THE CITY MANAGER PRO TEM TO SIGN THE AGREEMENT.

SUMMARY:

The Critical Oregon Airport Relief (COAR) Program has contacted the city to execute a 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 tentatively scheduled for the first week of October 2022.

CURRENT SITUATION:

The COAR program has submitted to the City of Ontario the Grant Agreement, which needs to be signed by the city's legally designated representative. Authorization to appoint the City Manager and or City Manager Pro Tem as the city's designated representative is needed, as well as the City Council's approval of the Grant Agreement. Once this approval and signature authorization is granted, the Agreement will be sent back to COAR for the final signature.

ANALYSIS:

- A. **STRATEGIC PLAN** This item falls under the city's Beautification strategy.
- B. **FINANCIAL** 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. If you recall from the FAA Grant Agreement discussion, 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.

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 has formulated a resolution to pull funds from contingency to cover the difference.

- C. **TIMING** Approval, complete execution, and return of this agreement must be completed as soon as possible to avoid a delay in the project and/or funding.
- D. **POLICY/LEGAL** Grant agreements and authorizations for the City Manager to sign such agreements must be approved by the City Council.

ALTERNATIVES:

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.

RECOMMENDATION:

Staff recommends the City Council approve the COAR Grant Agreement for the Airport Rehabilitate Runway, Taxiways, and Apron (AIP 19) Grant Agreement No. COAR-2022-ONO-00021 and authorize the City Manager Pro Tem to sign as the city's sponsor.

ATTACHMENTS:

1. ODA Airport Pavement Rehab Grant Agreement 2021

GRANT AGREEMENT
CRITICAL OREGON AIRPORT RELIEF GRANT PROGRAM AGREEMENT

Ontario Municipal Airport
Project Name: Rehabilitate Runway, Taxiways, and Apron (AIP 19)

THIS AGREEMENT is made and entered into by and between the **State of Oregon**, acting by and through its Department of Aviation, (“ODA”), and **City of Ontario**, a public entity acting by and through its elected officials, (“Recipient”), (ODA and Recipient, collectively the “Parties”).

BACKGROUND

A. The State of Oregon has established the Aviation System Action Program (the “Program”) pursuant to 2015 Ore. Laws Ch. 700 (H.B. 2075).

B. Among the purposes of the Program are:

- i. Assisting airports in Oregon with match requirements for Federal Aviation Administration Airport Improvement Grants;
- ii. Making grants for emergency preparedness and infrastructure projects in accordance with the Oregon Resilience Plan or the Oregon Aviation Plan; and
- iii. Making grants for services critical or essential to aviation; aviation-related business development; and airport development for local economic development.

C. Recipient applied for a grant through the Program to undertake the project described in Exhibit A, attached and incorporated by this reference (the “Project”). The Project will benefit the **City of Ontario** (the “Airport”).

D. ODA approved a grant in the maximum amount of **\$33,750.00** and is willing to provide the grant to Recipient for the Project on the terms and conditions of this Agreement.

TERMS OF AGREEMENT

1. Effective Date. This Agreement shall become effective on the date that it is fully executed and approved as required by applicable law (the “Effective Date”). Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or after the Effective Date through the date that is two years after the Effective Date (the “Availability Termination Date”). No Grant Funds are available for any expenditure before the Effective Date or after the Availability Termination Date .

2. Agreement Documents. This Agreement consists of this document and the following documents:

- a. Exhibit A: **Project Description, Milestones, Schedule and Budget**
- b. Exhibit B: **Application and documents provided by Recipient to ODA prior to the execution of this Agreement**

c. Exhibit C: Subcontractor Insurance Requirements

Exhibits A, B, and C are incorporated by reference into this Agreement and are attached hereto. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: This Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. Project Cost; Grant Funds; Match; Reimbursement Rate.

a. Project Cost: The total Project Cost eligible for COAR funding is estimated at **\$428,092.00**. If the Recipient separately receives AIP grant funds for the Project from the FAA, Project Costs shall include only that portion that is eligible for COAR funding.

b. Grant Funds; Match: Match provided through an FAA AIP Grant shall only include the portion of costs that are eligible for COAR funding. The Recipient's eligible AIP Grant for purposes of this project is **\$385,282.00** or . In accordance with the terms and conditions of this Agreement, ODA shall provide grant funds to Recipient in an amount not to exceed **\$33,750.00** or **7.88%** of the Remaining Project Cost, whichever is less (the "Grant Funds"). Recipient shall be responsible to provide matching funds, in the amount of **\$9,060.00** or **2.12%**, whichever is less ("Match"), for their portion of all other Eligible Costs as calculated in Exhibit A, Table 2 (Funding Breakdown).

c. Reimbursement Rate: ODA shall reimburse Recipient for **7.88%** of the amount of Eligible Costs, provided that in no event shall the total amount reimbursed exceed the sum of **\$33,750.00** ODA will withhold five percent (5%) from each disbursement as Retainage (the "Retainage"), which is payable as provided in Section 9.c.

4. Project Implementation and Completion. Recipient shall implement and complete the project in accordance with the plans and specifications and all documents or plans included in Exhibit A, incorporated herein, as they may be revised or modified with the approval of ODA. In accordance with the provisions of Section 6, Recipient shall notify ODA in writing of all changes in the project activities prior to performing any changes and shall not perform any changes without written prior approval from ODA.

5. Grant Funds.

a. Use of Grant Funds; Grant Award; No Exclusive Right. The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODA approves such changes pursuant to the Project Change Procedures in Section 6 or pursuant to the Amendment provisions of Section 15.d.

- i. Recipient agrees to substantially initiate the Project within six (6) months of the Effective Date.
- ii. In accepting the Grant Funds, the Recipient, its contractors, lessees, and their successors and assigns covenant not to sell, transfer, or convey any exclusive right to use the Airport, its improvements or its services at any time during the 20 year-period following the Effective Date.

b. Eligible Project Costs. The Grant Funds may only be used for Recipient's actual Project Costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; (b) permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by ODA, to be capitalized to an asset that is part of the Project; and (c) eligible or permitted uses of the Grant Funds under State of Oregon law and this Agreement. Any payment of principal due under any interim financing agreement associated with or executed for the Project will be deemed an Eligible Project Cost only if ODA (i) specifically determines the costs are reasonable, necessary and directly used for the Project as provided by this subsection; and (ii) provides the Agency's prior written consent before any claim of reimbursement is submitted.

c. Ineligible Project Costs. The Grant Funds may not be used for any operating or working capital expenditures that Recipient charges to the Project; or for any maintenance costs of the Project; or for any payments made to related parties (as described in Section 13.b. or as prohibited under Section 13.c.) or for any loans or grants to be made to third parties, except as provided in Section 5.b.

d. Request for Reimbursements. ODA will disburse Grant Funds to the Recipient on an expense reimbursement or cost-incurred basis. To obtain reimbursement for Eligible Project Costs, Recipient shall submit to ODA's Program Coordinators no more frequently than monthly a Request for Reimbursement (Form 109-007), the form of which is incorporated by reference, together with (i) the Milestone Progress Report for that month as required by Section 8.a. and (ii) invoices and other supporting documentation that ODA may request in its reasonable discretion. In no case will ODA reimburse a Request for Reimbursement that is not accompanied with the Milestone Progress Report required by Section 8.a.

6. Project Change Procedures. Project change orders are only for changes to the schedule. Recipient shall submit a Request for Change Order (Form 109-009), the form of which is hereby incorporated by reference, to ODA's Program Coordinators:

a. If Recipient anticipates Project milestones will be delayed by more than ninety (90) days from the milestones shown in Exhibit A, Recipient shall submit a Request for Change Order (Form 109-009) to ODA's Project Coordinators as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the milestone completion date shown in Exhibit A.

b. Recipient shall not proceed with any changes to Project scope or delivery schedule prior to the execution of an amendment to this Agreement executed in response to ODA's approval of a Request for Change. A Request for Change Order may be rejected at the discretion of ODA. ODA may choose to request review by the State Aviation Board. Changes will not include additional costs or reimbursement requests in excess of the maximum grant award stated in Section 3.

7. Inspection. ODA may inspect the Project on a periodic basis and at Project completion. ODA may conduct any or all of its Project inspections by an onsite walkthrough inspection or, in lieu of a walkthrough inspection, by reviewing date-stamped photographs or video or by using other means satisfactory to ODA in its sole discretion.

8. Reporting.

a. Milestone Progress Reports. On or before the 15th of every month until the Project completion date or the Availability Termination Date, whichever is earlier, Recipient shall submit to ODA's Program Coordinators a completed Milestone Progress Report (Form 109-008), the form of which is incorporated by reference, that reports the Project's progress for the preceding month.

b. Final Report. Within ninety (90) days from the Project completion date, Recipient shall submit a written report (the "Final Report") to ODA's Program Coordinators that includes the following information at the minimum:

- i. The number of jobs created or retained both during construction and after Project completion as a direct result of the Project;
- ii. The number of jobs projected in the Recipient's Project application;
- iii. Data on the methodology that measures the Project's success as described in the grant application.

Recipient's obligation to provide this report survives expiration of this Agreement. Recipient shall use Final Report form, which Recipient must also sign.

9. Disbursement and Recovery of Grant.

a. Disbursement Generally. ODA shall reimburse Eligible Project Costs that Recipient incurs, subject to Section 5, up to the maximum amount of Grant Funds provided in Section 3. Reimbursements shall be made by ODA within forty-five (45) days of ODA's approval of a Request for Reimbursement from Recipient.

b. Conditions Precedent to Disbursement. ODA's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. ODA has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODA, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement, including without limitation completion of all prerequisites for reimbursement.
- iii. Recipient has provided to ODA a Request for Reimbursement, together with a Milestone Progress Report, in accordance with Section 5. Recipient must submit its final Request for Reimbursement following completion of the Project and no later than ninety (90) days after the earlier of completion of the Project or the Availability Termination Date. Failure to submit the final Request for Reimbursement within ninety (90) days after the completion of the Project or the Availability Termination Date could result in non-payment.
- iv. Recipient agrees to submit an IRS form W-9 form, and any other required documentation requested by ODA in order to input Recipient into ODA's financial system for the disbursement of Grant Funds.

c. Retainage. ODA will withhold five percent (5%) from each disbursement for the duration of the Project schedule (the "Retainage"). ODA will release the cumulative Retainage to Recipient only after ODA certifies the Project as complete.

d. General Right to withhold Payments. ODA reserves the right to withhold payment of funds if there are unresolved audit findings, or inadequate information concerning Recipient's Project activities. ODA reserves the right to reallocate any portion of the Grant Funds that ODA estimates the Recipient will use .

e. Recovery of Grant Funds. Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of the Availability Termination Date or termination of this Agreement must be returned to ODA. Recipient shall return all Misexpended Funds to ODA promptly after ODA's written demand and no later than fifteen (15) days after ODA's written demand. Recipient shall return all unexpended Grant Funds to ODA within fourteen (14) days after the earlier of the Availability Termination Date or termination of this Agreement.

10. General Representations and Warranties of Recipient. Recipient represents and warrants to ODA as follows:

a. Organization and Authority. Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. No Solicitation. Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom .

d. No Debarment. Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODA immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

e. Compliance with Oregon Taxes, Fees and Assessments. Recipient is, to the best of the undersigned's knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

11. Special Warranty of Recipient To Maintain and Operate the Airport & Segregate Income.

a. Recipient warrants that it shall maintain and operate the Airport as an airport in a usable, safe, and orderly manner at all times for a period of at least 20 years from the Effective Date. If this condition is not met, Recipient shall immediately reimburse to ODA all Grant Funds in an amount equal to the total amount of Grant Funds provided for the Project, divided by twenty (20), multiplied by the difference between twenty (20) and the number of years that the Airport remained open after the Effective Date. By way of example only, if \$100,000 in Grant Funds are distributed and Recipient closes the Airport after only seven years of the required 20-year operating period, then Recipient must reimburse ODA \$65,000 of Grant Funds ($\$100,000/20 \text{ years} = \$5,000$; $\$5,000 \times 13 \text{ years} = \$65,000$).

b. Recipient also warrants and agrees that all income derived from the Airport shall be deposited into a segregated account for a period of at least 20 years from the Effective Date, and these funds shall be used only for the operation, maintenance or capital improvement of the Airport.

12. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities. Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODA, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, ODA, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODA, and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

b. Retention of Records. Recipient shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the funds or the Project until the date that is six (6) years following the Availability Termination Date.

c. Expenditure Records. Recipient shall document the expenditure of all Grant Funds disbursed by ODA under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODA to verify how the Grant moneys were expended.

This Section 12 shall survive any expiration or termination of this Agreement.

13. Recipient Subagreements and Procurements.

a. Subagreements generally. Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, “subagreements”) for performance of the Project.

- i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient shall require all of its contractors performing work under this Agreement to name ODA as a third party beneficiary of Recipient’s subagreement with the Contractor and to name ODA as an additional obligee on contractors’ bonds.
- iii. Upon ODA’s request, Recipient shall provide ODA with a copy of any signed subagreement, as well as identify all owners of the sub-recipient, contractor, or subcontractor with whom Recipient entered into the subagreement. Recipient must report to ODA any substantial breach of a term or condition of a subagreement relating to this Agreement within ten (10) days of Recipient discovering the breach.

b. Conflicts of Interest; Private Recipients. If Recipient is not a public body, as defined in ORS 174.109, Recipient shall not award, enter into, or otherwise participate in any subagreement if a conflict of interest, real or apparent, would arise. Such a conflict arises when any of the following would be a party to the subagreement:

- i. An employee, officer, or agent of the Recipient (“Recipient Person”);
- ii. A Recipient Person’s spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
- iii. The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Recipient Person;
- iv. Any individual for whom a Recipient Person has a legal support obligation; or
- v. An organization in which any of the individuals identified in (i) through (iv) is a partner, member, or employee or from which the individual otherwise receives a financial benefit.

c. Conflicts of Interest; Public Recipients. If Recipient is a public body, as defined in ORS 174.109, Recipient’s public officials shall comply with Oregon’s government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

d. Subagreement indemnity; insurance.

- i. ***Recipient shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in Oregon Revised Statute (ORS) 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, the Oregon Aviation Board and its members, the Oregon Department of Aviation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 ("Claims"), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that ODA shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of ODA, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.***
- ii. Any such indemnification shall also provide that neither Recipient's contractor or subcontractor, nor any attorney engaged by Recipient's contractor or subcontractor, shall defend any claim in the name the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's contractor is prohibited from defending the State of Oregon, or that Recipient's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Recipient's contractor if the State of Oregon elects to assume its own defense.
- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

e. Procurements for Public Recipients. If Recipient is a public body, as defined in ORS 174.109, Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, ensuring that:

- i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
- ii. all procurement transactions are conducted in a manner providing full and open competition; and
- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements).

f. Procurements for Private Recipients. If Recipient is not a public body, as defined in ORS 174.109:

- i. For procurements over \$25,000, Recipient must solicit quotes or bids from at least three sources. If three quotes or bids are not reasonably available, fewer will suffice. In either case, Recipient shall retain, and provide upon ODA's request, documentation of the bidding and selection process for all procurements over \$25,000, including Recipient's efforts to obtain the quotes or bids.
- ii. Recipient may not artificially divide or fragment a procurement so as to reduce the procurement amount below the \$25,000 threshold designated by this section.

14. Termination and ODA Rights Upon Termination.

a. Mutual Termination. This Agreement may be terminated by mutual written consent of the Parties .

b. Termination by ODA. ODA may terminate this Agreement effective upon delivery of written notice to Recipient, or at such later date as may be established by ODA, under any of the following circumstances:

- i. If Recipient fails to pay its share of the Project costs;
- ii. If Recipient fails to provide services or funds called for by this Agreement within the time specified herein;
- iii. If Recipient fails to perform any of its other obligations under this Agreement , and that failure continues for a period of 10 calendar days after the date ODA delivers Recipient written notice specifying such failure. The ODA may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
- iv. If any false or misleading representation is made by or on behalf of Recipient in this Agreement or in any document provided by Recipient related to this Agreement or the Project;
- v. If ODA fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODA, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
- vi. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that the Project work under this Agreement is prohibited or if ODA is prohibited from paying for such Project work from the planned funding source; or
- vii. If, in the sole opinion of ODA, the Project would not produce results that are commensurate with the further expenditure of funds.

c. ODA's Rights upon Termination. Upon termination under Section 14(a) or Section 14(b) above, ODA may:

- i. Terminate ODA's commitment and obligation to make any further disbursements of Grant Funds ;
- ii. Require Recipient to immediately repay ODA all disbursed Grant Funds ; and
- iii. For termination on any of the grounds set forth in Section 14(b)(i)-(iv), bar Recipient from applying to ODA for future assistance.

ODA's remedies are cumulative and are in addition to any other rights or remedies available at law or in equity.

15. GENERAL PROVISIONS:

a. Contribution.

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODA or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- ii. With respect to a Third Party Claim for which ODA is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODA shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODA on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODA on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODA's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODA had sole liability in the proceeding.
- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODA (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODA in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODA on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODA on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. Indemnification and Hold Harmless. Recipient shall, to the full extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify and hold ODA harmless from all liability of whatsoever nature, and for any costs, fees or expenses that ODA may incur from Recipient's performance of this Agreement.

c. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

d. Amendments. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

e. Duplicate Payment. Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

f. No Third Party Beneficiaries. ODA and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

g. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Recipient Contact or ODA Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODA, such facsimile transmission must be confirmed by telephone notice to ODA Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

h. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODA (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

i. Compliance with Law. Recipient shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement. In addition, without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

j. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation.

Recipient is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding. In addition, Recipient's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

k. Independent Contractor. Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODA. Recipient has no right or authority to incur or create any obligation for or legally bind ODA in any way. ODA cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODA, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

l. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

m. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

n. Integration and Waiver. This Agreement, and attached exhibits constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODA to enforce any provision of this Agreement shall not constitute a waiver by ODA of that or any other provision.

o. Questions; Program Coordinators. Questions regarding this Agreement may be directed to:

Oregon Department of Aviation
Attn: Program Coordinators: Cathy Clark, or Andria Abrahamson, or each of their successors
3040 25th Street SE
Salem, OR 97302

Cathy Clark, Program Coordinator
cathy.rb.clark@aviation.state.or.us
503-378-2894

Andria Abrahamson, Program Coordinator

andria.abrahamson@aviation.state.or.us

503-378-4881

Heather Peck, Program Manager

heather.peck@aviation.state.or.us

503-378-3168

In the absence of any of the above-named individuals during the term of this Agreement, ODA shall notify the Recipient in writing of a substitute contact.

SIGNATURE PAGE TO FOLLOW

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

The Director of the Department of Aviation or his designee is authorized to act on behalf of State in approving and executing this Agreement.

The State Aviation Board approved the COAR funding request and delegated authority to the Director of the Oregon Department of Aviation to enter into Agreement.

City of Ontario by and through its elected officials

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
(Recipient's Legal Counsel)

Date _____

STATE OF OREGON, by and through its Oregon
Department of Aviation

By _____
Director

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150000)

By _____
Department of Justice

Date _____

Recipient Contact:

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

ODA Contacts:

Cathy Clark, Program Coordinator
3040 25th Street SE
Salem, OR 97302
503-378-2894
cathy.rb.clark@aviation.state.or.us

Andria Abrahamson, Program Coordinator
3040 25th Street SE
Salem, OR 97302
503-378-4881
andria.abrahamson@aviation.state.or.us



EXHIBIT A

Project Description, Milestones, Schedule and Budget

Application Number: COAR-2022-ONO-00021

Project Name: Rehabilitate Runway, Taxiways, and Apron (AIP 19)

A. PROJECT DESCRIPTION

This project includes the design, bidding, and construction for the Rehabilitation of the Airfield Pavements including runway, taxiways, and apron in the form of crack sealing, seal coating, and new pavement markings. This project will be completed under the FAA Airport Improvement Program.

B. PROJECT MILESTONES AND SCHEDULE

Milestones are used for evaluating performance on the Project as described in the Agreement. Milestones cannot be changed without an amendment to the Agreement.

If Recipient anticipates that Project milestones will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 6 of the Agreement, to the ODA Project Coordinators as soon as Recipient becomes aware of any possible delay. The Request for Change order must be submitted before the Milestone completion date shown in Table 1 below.

The anticipated start date of the Project is: **02/15/22**

The anticipated completion date of the Project is: **08/31/23**

Table 1: Milestones

Milestone	Description	Estimated Start Date	Estimated Completion Date
1.	Design	02/15/22	03/01/22
2.	Bidding	03/01/22	03/30/22
3.	Construction	10/03/22	10/28/22
4.	Close-Out	11/01/22	08/31/23

Table 2: Funding Breakdown

1	Grant Award Amount	\$33,750.00
2	Recipient Match (minimum 10% of Total Project Cost and any portion of the Project which is not covered by Grant Funds.)	\$9,060.00
3	TOTAL PROJECT COST	\$428,092.00

EXHIBIT C

Subcontractor Insurance Requirements

GENERAL.

Recipient shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Recipient and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Recipient. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when the Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Recipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

1. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.
2. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to ODA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by ODA:

Bodily Injury, Death and Property Damage:
Not less than \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). Annual aggregate limit shall not be less than \$4,000,000.
3. **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by ODA:

Bodily Injury, Death and Property Damage:

Not less than \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

4. **ADDITIONAL INSURED.** The Commercial General Liability Insurance and Automobile Liability insurance must include the State of Oregon, ODA, its officers, employees and agents as Additional Insureds, but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
5. **"TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Sponsor's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If ODA approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
6. **NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). Any failure to comply with the reporting provisions of this clause shall constitute a material breach of this Agreement and shall be grounds for immediate termination of this Agreement.
7. **CERTIFICATE(S) OF INSURANCE.** Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees) and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. Required insurance coverages shall be obtained from insurance companies acceptable to ODA and the contractor shall pay for all deductibles, self-insured retention or self-insurance.
8. **INSURANCE REQUIREMENT REVIEW.** Recipient agrees to periodic review of insurance requirements by ODA under this Agreement and to provide updated requirements as mutually agreed upon by ODA and Recipient.
9. **ODA ACCEPTANCE.** All insurance providers are subject to ODA acceptance. If requested by ODA, Recipient shall provide complete copies of its Contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to ODA's representatives responsible for verification of the insurance coverages required under this Exhibit C.

The Recipient shall immediately notify ODA of any change in insurance coverage.



**AGENDA REPORT
NEW BUSINESS
August 9, 2022**

To: Mayor and City Council

FROM: Justin Zysk, Airport Manager

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: ADDENDUM #1: AIRPORT LANDSCAPE SERVICE AGREEMENT

DATE: July 28, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE ADDENDUM #1 TO THE ORIGINAL AIRPORT LANDSCAPE SERVICE AGREEMENT.

SUMMARY:

A small handful of irrigation sprinkler heads are in need of repair and/or replacement.

BACKGROUND:

A few years back, an underground irrigation system was installed on the grass runway. Since that time, the upkeep has been minimal. It is a problem that some sections of the grass are not getting enough saturation to maintain life. Repairs or unit replacement is now vital.

CURRENT SITUATION:

The current airport landscape service agreement does not specifically cover the maintenance of the irrigation system. However, the contract does have a clause where additional services and tasks can be added through the use of a mutually agreed upon written amendment or addendum. This addendum addresses the need to add sprinkler head repair/replacement into the contract to be called upon on an as needed basis.

ANALYSIS:

- A. **STRATEGIC PLAN** This item falls under the Beautification pillar of the Ontario Strategic Plan.
- B. **FINANCIAL** The purchase of 35 sprinkler head units totalled \$385.86. These parts were purchased using the airport's general supply budget. The labor cost for the landscaping contractor to replace the sprinkler heads is \$55.00 an hour. The understanding is that the labor cost of this task should not cost more than \$500.00. The labor costs will have to be deducted from the budgeted amount for the pre-emergent spray that will occur in February or March of 2023 by Blue Ground, which is

a separate contract and budgeted amount than this landscaping contract. This deduction will only amount to a loss of an acre of spraying depending on the cost per acre for next year. The 2022 cost was \$380.00 per acre. In 2022, budget constraints required us to scale back this spray event, so we lost out on about 10-12 acres of spray coverage. 1 acre loss compared to 10-12 is an insignificant amount if prioritized correctly.

- C. **TIMING** Time is of the essence with the high temperatures and the need for 100% working sprinklers.
- D. **POLICY/LEGAL** City Council is required to approve any amendments of addendums to contracts they are a party to.

ALTERNATIVES:

The City Council could choose to deny this addendum, in which case staff would need to find another solution to get the necessary maintenance completed in a timely manner.

RECOMMENDATION:

Staff recommends the City Council approve addendum #1 to the original Airport Landscape Service Agreement.

ATTACHMENTS:

1. Landscape Services Agreement Addendum #1 (8-2022)

ADDENDUM #1 TO AIRPORT LANDSCAPE SERVICES AGREEMENT

This Addendum to the Airport Landscape Services Agreement (the “**Agreement**”) is made and entered into on August 1st, 2022, by and between Schneider Tree Service & Construction, LLC, 1397 Highway 20/26, Vale, Oregon, 97918 (“Service Provider”); and City of Ontario, Oregon, 444 SW 4th Street, Ontario, Oregon, 97914 (“Client”). Schneider Tree Service & Construction, LLC and City of Ontario shall hereinafter collectively be referred to as the “Parties” and generically as a “Party.”

1.

This Addendum amends the original Agreement with an effective date of May 24, 2022, made and entered into by the Parties hereto as follows:

Under “Scope of Services”, the Service Provider will provide sprinkler head repair and/or replacement for the grass runway as well as the small grass area between the general aviation parking and corporate jet parking areas (See Exhibit B). The need for this service to be completed will be at the request of the Airport Manager.

Under the “Compensation” clause, the Client will pay the Service Provider an additional fee at a rate of \$55.00 an hour for the labor required to complete this repair and/or replacement service. This service shall be invoiced as a separate item on any invoice that contains this service as it is outside the original contract services.

2.

All other provisions of the original Service Contract remain in full force and effect, other than any provision that conflicts with the terms and spirit of this Agreement, which shall be deemed to be amended appropriately in order to be consistent with this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

CITY OF ONTARIO, OREGON.

**SCHNEIDER TREE SERVICE &
CONSTRUCTION, LLC.**

By: _____
Riley J. Hill, Mayor

By: _____
Travis Schneider, Owner

ATTEST.

By: _____
Tori Barnett, MMC, City Recorder

Exhibit B





**AGENDA REPORT
NEW BUSINESS
August 9, 2022**

To: Mayor and City Council

FROM: May Swihart, Human Resources Manager/Assistant to the City Manager

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: **RESOLUTION #2022-133: CREATE TATER TOTS TRAIL AD HOC COMMITTEE**

DATE: August 1, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO ADOPT RESOLUTION #2022-133, A RESOLUTION ESTABLISHING A TATER TOTS TRAIL AD HOC COMMITTEE.

SUMMARY:

The National Parks Service's Rivers, Trails, and Conservation Assistance (NPS-RTCA) program has been working with the City of Ontario to develop a project plan for the Tater Tots Trail that will run along the Snake River. NPS-RTCA has recommended that the city create a committee to lead community engagement efforts that will develop a concept design.

BACKGROUND:

NPS-RTCA awarded the City of Ontario a technical assistance grant. As a collaborative partner, NPS-RTCA has been providing professional services to help the city develop a project plan for the Tater Tots Trail.

CURRENT SITUATION:

A key part of the project plan is community engagement. NPS-RTCA has recommended developing a Tater Tots Trail Ad Hoc Committee to collaborate with city staff's Core Tater Tot Planning Team on community engagement efforts, and ultimately provide a concept design recommendation to City Council.

ANALYSIS:

- A. **STRATEGIC PLAN** The Tater Tots Trail is in the strategic plan under the goals of Desirability and Lifestyle, and the activity creating more things to do, such as trails and gathering places.
- B. **FINANCIAL** There is no financial impact.

- C. **TIMING** It is ideal to create the committee soon so that there is time to recruit members, onboard them, and develop community engagement strategies to implement at upcoming fall and winter events.
- D. **POLICY/LEGAL** Section XVI of the Council Rules and Procedures allows the Ontario City Council to create an Ad Hoc Committee by resolution.

ALTERNATIVES:

Do not adopt the resolution.

RECOMMENDATION:

Staff recommends adopting the resolution.

ATTACHMENTS:

1. Reso #2022-133 Create Tater Tots Trail Ad Hoc Committee



RESOLUTION #2022-133

A RESOLUTION TO CREATE A TATER TOTS TRAIL AD HOC COMMITTEE

WHEREAS, Section XVI of the Council Rules and Procedures allows the Ontario City Council to create an ad hoc committee by resolution; and

WHEREAS, The City of Ontario has deemed it beneficial to involve the community in planning the Tater Tots Trail; and

WHEREAS, The City Council desire to complete this project collaboratively with diverse perspectives.

NOW, THEREFORE BE IT RESOLVED, that the City of Ontario creates the Tater Tots Trail Ad Hoc Committee, which shall dissolve upon December 31, 2023, or upon the City Council's acceptance of a Tater Tots Trail concept design.

THE COMMITTEE SHALL consist of seven members representative of diverse group interests within the City of Ontario that will contribute their knowledge and expertise, such as education professionals, health care professionals, recreation enthusiasts, environmentalists, etc. One City Council member shall serve as a voting member on the committee.

THE COMMITTEE SHALL meet at least once every other month.

THE COMMITTEE SHALL elect from its members the positions of Chair, Vice Chair, and Secretary. The Secretary shall be responsible for preparing agendas as directed by the Chair and recording and transcribing minutes.

THE COMMITTEE SHALL collaborate with the City of Ontario's Tater Tots Trail Core Planning Team on community engagement activities which may include creating a survey, developing charrettes, gathering public feedback, synthesizing results, etc.

THE CITY MANAGER SHALL make city staff reasonably available to coordinate and facilitate the committee's work such as booking rooms and providing materials necessary for events. Staff may facilitate discussions for the committee with the permission of the Chair.

THE COMMITTEE SHALL conclude with their recommendation(s) to the City Council on the Tater Tots Trail concept design being accepted. The committee's recommendation(s) shall be specific, practical, and compatible with Oregon Law.

EFFECTIVE DATE: Immediately upon passage.

PASSED AND ADOPTED by the Ontario City Council this 9th day of August, 2022.

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor this 9th day of August 2022.

ATTEST:

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
August 9, 2022**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: INTERGOVERNMENTAL AGREEMENT: PROGRAMMING OF CITY RECREATION FACILITIES

DATE: August 3, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ONTARIO RECREATION DISTRICT AND THE CITY OF ONTARIO FOR THE SCHEDULING OF RECREATION FIELDS AND FACILITIES AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT.

SUMMARY:

The City Manager Pro Tem discovered that the Intergovernmental Agreement between the City of Ontario and the Ontario Recreation District for the scheduling of the recreation facility expired on January 31, 2021. Staff from both agencies worked together on an Intergovernmental Agreement, which was drafted for consideration by both the Recreation District and City governing bodies. The Recreation District has approved and signed the Agreement and is being presented to the City Council for their approval.

BACKGROUND:

In November 2018, the voters within the 8c School District approved a referendum to create an Ontario Recreation District. The City of Ontario continued to operate the Recreation Department until July 1, 2019, at which time the Recreation District took over all recreation activities.

Since that time, the Recreation District has been running recreation programming. There are a number of organizations that use city athletic fields and facilities, which include schools, clubs, and the recreation district. The Recreation District has successfully navigated these partnerships without a formal agreement.

At the Council Work Session on March 4, 2020, the Council approved an Intergovernmental Agreement until January 31, 2021 with the ability to extend it for five years with a recommendation from the Parks Committee prior to the extension being granted.

CURRENT SITUATION:

The Recreation District staff has volunteered to be the scheduler for the city-owned athletic facilities. They have the staff expertise and software to schedule facilities, which can become very complex. The City does not currently have the capacity to schedule these facilities and to provide the required communication and coordination needed to do this adequately.

The District has already created working relationships with multiple school districts and sports clubs. They have continued, and in some cases enhanced, the partnerships from which the City benefited. The Recreation District will honor commitments from previous and future agreements for priority with organizations enhancing the facilities. They have expressed a desire to be impartial in their scheduling of the athletic fields.

Our city resources are more valuable by being used on other projects within the city where our strengths are more closely aligned with our staff. This is a positive win-win partnership with the Ontario Recreation District.

It was found that an extension was not discussed by the Parks Committee or granted as per the original Agreement which had expired.

City Manager Pro Tem presented the expiration of the agreement to the Parks Committee, who recommended the City enter into a new Agreement with some changes as represented in the attached Agreement.

ANALYSIS:

- A. **STRATEGIC PLAN** Establishing and maintaining a relationship with the Recreation District is a specific activity in the "Desirability" Goal and "Create More Things to Do" strategy in the Ontario City Strategic Plan.
- B. **FINANCIAL** There is no financial impact to the city. As part of the partnership, the City will provide the same maintenance effort with our ground crews, and the recreation district is interested in enhancing the physical facilities of our fields at their expense.
- C. **TIMING** The City and Recreation District has been running in good faith but it is my recommendation that the Council approve a new Agreement with an initial five-year period effective August 1, 2022, and it may be extended for additional five-year periods as per section 2 of the agreement.
- D. **POLICY/LEGAL** Only the City Council has the authority to approve Intergovernmental Agreements between two governing bodies.

ALTERNATIVES:

Take No Action - The City will have to find someone to coordinate use of the athletic fields within our current city or contract staff.

RECOMMENDATION:

The City Manager Pro Tem recommends that the City Council approve the Intergovernmental Agreement between the Ontario Recreation District and the City of Ontario for the scheduling of recreation fields and facilities.

ATTACHMENTS:

1. IGA w Rec District for Rec Facility Scheduling 08-1-2022
2. IGA w Rec District for Rec Facility Scheduling 03-10-2020

**INTERGOVERNMENTAL AGREEMENT
REGARDING CITY OF ONTARIO RECREATION FACILITY SCHEDULING**

THIS AGREEMENT, effective the _____ day of August, 2022, is by and between the CITY OF ONTARIO, a municipal corporation organized under the laws of the State of Oregon, hereinafter referred to as the “City”; and the ONTARIO RECREATION DISTRICT, a park and recreation district organized under ORS Chapter 266, hereinafter referred to as the “Recreation District”.

RECITALS

WHEREAS, the City holds legal title to municipal parks in the City known as Beck-Kiwanis Park, Eastside Kiwanis Park, Alameda Park, and Optimist Park, in which is located certain sports recreation facilities referred to hereinafter as the recreation facilities; and

WHEREAS, the above mentioned parks subject to this Agreement consist of the following structures: 1) two youth baseball fields; 2) four soccer fields; 3) four tennis courts; and 4) two outdoor basketball courts as marked on the diagram shown in Exhibit “1” attached hereto; and

WHEREAS, the recreation facilities are the current primary locations for practice and games for community recreation programs operated by and through the Recreation District, as well as local schools, clubs, and family activities throughout the year; and

WHEREAS, because of a lack of potential resources within the city to plan, organize, and schedule the recreation facilities, the recreation programs, schools, clubs, and general public have been allowed to utilize the facilities at will whenever possible without any regard for overlap in practices or games of other programs; and

WHEREAS, in November, 2018, the voters of the Ontario School District 8C approved the formation of, and a tax base for, the Recreation District for the purpose of operating and maintaining a recreation program to replace the programs provided through the City’s Recreation Department which has allowed for the implementation of an online platform; and

WHEREAS, the City Council of the City of Ontario finds that the recreation facilities have no current plans or means of scheduling the use of these facilities for all programs, as long as the Recreation District assumes responsibility for the organized scheduling and communication of the scheduling to all local parties for the recreation facilities in order to allow for optimal use; and

WHEREAS, the City finds that the correct, organized scheduling of these facilities can allow for a more efficient and effective use of the recreation facilities for all parties involved and for community recreation programs through the recreation District being given priority use of the facilities; and

WHEREAS, the Recreation District is prepared and able to organize, plan, and finance the updating and renovations for several recreation facilities within the municipal parks without the necessary continued approval of the city council so long as the projects have the given intent to serve the community of Ontario and the recreation programs associated with the recreation facilities; and

WHEREAS, ORS 190.010 authorizes the City and the Recreation District to enter into an intergovernmental agreement for the purposes set forth herein.

AGREEMENT

SECTION 1. TRUTH OF RECITALS.

The foregoing Recitals are true and correct and are incorporated by reference.

SECTION 2. ASSUMPTION OF SCHEDULING RECREATION FACILITIES

Effective August 1st, 2022, the Recreation District shall assume all responsibility for the organization, planning, and communication of scheduling for the recreation facilities, subject to the terms and conditions of this Agreement. This agreement is for a five year period from the effective date of the agreement and may be extended for additional five year periods by the City Manager and the Executive Director of the Recreation District. Prior to the extension of the agreement the Parks Committee may provide a recommendation in an advisory role to the City Manager and Executive Director.

SECTION 3. RECREATION FACILITY PROJECTS

Effective August 1st, 2022, the Recreation District shall be approved and given priority use to organize, plan, and finance equipment and facility updates and renovations for all recreation facilities within the municipal parks, for their intended use, without the necessary continue approval of the city council so long as the projects are for the good of the community recreation programs. This agreement does not require the Ontario Recreation District to organize, plan or finance any equipment and facility updates and renovations. The agreement does not also require the Ontario Recreation District to maintain the recreation facilities so long as the projects that take place can be easily and effortlessly maintained by community members and recreation program participants. This does not allow the Recreation District to repurpose a recreation facility owned by the city for any other type of facility other than what it was originally intended for without a recommendation from the Parks Committee and approval by the City Council.

SECTION 4. HOLD HARMLESS.

Each party shall indemnify and hold the other harmless for any claims brought against the other party for the performance of, or the failure to perform, any activities undertaken by each party pursuant to this Agreement, to the extent of the limits of the Oregon Tort Claims Act. In addition to the City's obligation to indemnify and hold Recreation District Harmless as set forth in the preceding sentence and subject to the limits of the Oregon Tort Claims Act, City shall also forever indemnify, reimburse and hold harmless Recreation District, its employees, agents and independent contractors from and against any and all claims, costs, expenses, (including attorney fees), losses, damages, fines, charges, action or other liabilities of any description arising out of or in any way connected with City's possession of the recreation facilities and use of the real property, City's conduct with respect to the property or any condition of the property to the extent the same exists on the date Recreation District commences operation of the scheduling of the property pursuant to this agreement.

In addition to the Recreation District's obligation to indemnify and hold City Harmless as set forth in the first sentence of this Section and subject to the limits of the Oregon Tort Claims Act, Recreation District shall also forever indemnify, reimburse and hold harmless City, its employees, agents and independent

contractors from and against any and all claims, costs, expenses, (including attorney fees), losses, damages, fines, charges, action or other liabilities of any description arising out of or in any way connected with Recreation District's possession and use of the real property, Recreation District's conduct with respect to the property or any condition of the property to the extent the same arises after the date Recreation District commences operation of the scheduling of the property pursuant to this agreement.

SECTION 5. ASSIGNMENT OF CONTRACTS.

The City and the Recreation District shall negotiate in good faith on the assignment of the previously mentioned obligations to the Recreation District.

SECTION 6. THIRD PARTY RIGHTS.

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Recreation District, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than the City and the Recreation District receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

SECTION 7. ENTIRE AGREEMENT.

This Agreement contains the sole and entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior agreements between the parties. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement, or any representation inducing the execution and delivery hereof, except such representations as are specifically set forth herein, and each of the parties hereto acknowledges that it has relied on its own judgment in entering into the same.

IN WITNESS WHEREOF the parties have executed this Agreement in duplicate originals to be effective on the date set forth at the beginning of this Agreement.

CITY OF ONTARIO

By:

Riley Hill, Mayor

Attest:

Tori Barnett, MMC, City Recorder

ONTARIO RECREATION DISTRICT

By:



Mary Jo Evers, Board Chair

EXHIBIT 1

City of Ontario Park and Recreation Master Plan Section 3 – Existing Resources Table 3.3

Table 3.3

*Summary of Facilities (All Agencies)
Ontario Planning Area*

Area	Total Number of Facilities	Youth Size	Adult Size
City of Ontario			
Baseball Fields	2	2	0
Softball Fields	0	0	0
Soccer Fields	4	0	4
Football Fields	0	0	--
Tennis Courts	6	--	--
Outdoor BB Courts	2	2	--
Sand Volleyball Courts	0	--	--
Gymnasiums	0	--	--
Pool Space (3,150)	0	--	--
Splash Pad (4,000)	1	--	--
Pathways/Trails	0.5 Miles	--	--

**INTERGOVERNMENTAL AGREEMENT
REGARDING CITY OF ONTARIO RECREATION FACILITY SCHEDULING**

THIS AGREEMENT, effective the 10th day of March, 2020, is by and between the CITY OF ONTARIO, a municipal corporation organized under the laws of the State of Oregon, hereinafter referred to as the "City"; and the ONTARIO RECREATION DISTRICT, a park and recreation district organized under ORS Chapter 266, hereinafter referred to as the "Recreation District".

RECITALS

WHEREAS, the City holds legal title to municipal parks in the City known as Beck-Kiwanis Park, Eastside Kiwanis Park, Alameda Park, and Optimist Park, in which is located certain sports recreation facilities referred to hereinafter as the recreation facilities; and

WHEREAS, the above mentioned parks subject to this Agreement consist of the following structures: 1) two youth baseball fields; 2) four soccer fields; 3) four tennis courts; and 4) two outdoor basketball courts as marked on the diagram shown in Exhibit "1" attached hereto; and

WHEREAS, the recreation facilities are the current primary locations for practice and games for community recreation programs, as well as local schools, clubs, and family activities throughout the year; and

WHEREAS, because of a lack of potential resources within the city to plan, organize, and schedule the recreation facilities, the recreation programs, schools, clubs, and general public have been allowed to utilize the facilities at will whenever possible without any regard for overlap in practices or games of other programs; and

WHEREAS, in November, 2018, the voters of the Ontario School District 8C approved the formation of, and a tax base for, the Recreation District for the purpose of operating and maintaining a recreation program to replace the programs provided through the City's Recreation Department which has allowed for the implementation of an online platform; and

WHEREAS, the City Council of the City of Ontario finds that the recreation facilities have no current plans or means of scheduling the use of these facilities for all programs, as long as the Recreation District assumes responsibility for the organized scheduling and communication of the scheduling to all local parties for the recreation facilities in order to allow for optimal use; and

WHEREAS, the City finds that the correct, organized scheduling of these facilities can allow for a more efficient and effective use of the recreation facilities for all parties involved programs.; and

WHEREAS, the Recreation District is prepared and able to organize, plan, and finance the updating and renovations for several recreation facilities within the municipal parks without the necessary continued approval of the city council so long as the projects have the given intent

to serve the community of Ontario and the recreation programs associated with the recreation facilities ; and

WHEREAS, ORS 190.010 authorizes the City and the Recreation District to enter into an intergovernmental agreement for the purposes set forth herein.

AGREEMENT

SECTION 1. TRUTH OF RECITALS.

The foregoing Recitals are true and correct and are incorporated by reference.

SECTION 2. ASSUMPTION OF SCHEDULING RECREATION FACILITIES

Effective March 5th, 2020, the Recreation District shall assume all responsibility for the organization, planning, and communication of scheduling for the recreation facilities, subject to the terms and conditions of this Agreement. This agreement will expire on January 31, 2021 but may be extended for five years commencing January 31, 2026 based on the mutual agreement of the Recreation District and the City. The City Parks Committee will provide a recommendation in an advisory role prior to the extension of the agreement. The agreement may be extended by the City Manager and Executive Director of the Recreation District.

SECTION 3. RECREATION FACILITY PROJECTS

Effective March 5th, 2020, the Recreation District shall be approved to organize, plan, and finance equipment and facility updates and renovations for all recreation facilities within the municipal parks without the necessary continue approval of the city council so long as the projects are for the good of the community recreation programs. This agreement does not require the Ontario Recreation District to organize, plan or finance any equipment and facility updates and renovations. The agreement does not also require the Ontario Recreation District to maintain the recreation facilities so long as the projects that take place can be easily and effortlessly maintained by community members and recreation program participants. This does not allow the Recreation District to repurpose a recreation facility owned by the city for any other type of facility other than what it was originally intended for.

SECTION 4. HOLD HARMLESS.

Each party shall indemnify and hold the other harmless for any claims brought against the other party for the performance of, or the failure to perform, any activities undertaken by each party pursuant to this Agreement, to the extent of the limits of the Oregon Tort Claims Act. . In addition to the City's obligation to indemnify and hold Recreation District Harmless as set forth in the preceding sentence and subject to the limits of the Oregon Tort Claims Act, City shall also forever indemnify, reimburse and hold harmless Recreation District, its employees, agents and independent contractors from and against any and all claims, costs, expenses, (including attorney fees), losses, damages, fines, charges, action or other liabilities of any description arising out of or in any way connected with City's possession of the recreation facilities and use of the real property, City's conduct with respect to the property or any condition

of the property to the extent the same exists on the date Recreation District commences operation of the scheduling of the property pursuant to this agreement.

In addition to the Recreation District's obligation to indemnify and hold City Harmless as set forth in the first sentence of this Section and subject to the limits of the Oregon Tort Claims Act, Recreation District shall also forever indemnify, reimburse and hold harmless City, its employees, agents and independent contractors from and against any and all claims, costs, expenses, (including attorney fees), losses, damages, fines, charges, action or other liabilities of any description arising out of or in any way connected with Recreation District's possession and use of the real property, Recreation District's conduct with respect to the property or any condition of the property to the extent the same arises after the date Recreation District commences operation of the scheduling of the property pursuant to this agreement.

SECTION 5. ASSIGNMENT OF CONTRACTS.

The City and the Recreation District shall negotiate in good faith on the assignment of the previously mentioned obligations to the Recreation District.

SECTION 6. THIRD PARTY RIGHTS.

Existing agreements having priority for specific facilities between the city and other organizations (e.g. schools, clubs, etc...) will be honored by the Recreation District. Future agreements made between the city and other organizations will be honored by the Recreation District. Those agreements will be under advisement from the City Parks Committee and coordinated with the Recreation District prior to approval by the City Council.

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Recreation District, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement except as expressly mentioned in Section 6. It is the express intention of the parties that any person other than the City and the Recreation District, or other party with an agreement with the City, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

SECTION 7. ENTIRE AGREEMENT.

This Agreement contains the sole and entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior agreements between the parties. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement, or any representation inducing the execution and delivery hereof, except such representations as are specifically set forth herein, and each of the parties hereto acknowledges that it has relied on its own judgment in entering into the same.

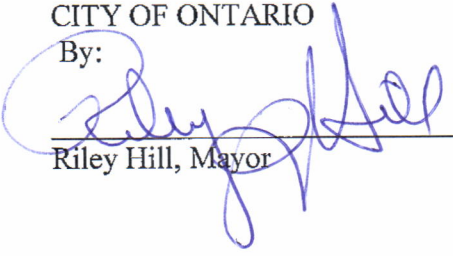
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IN WITNESS WHEREOF the parties have executed this Agreement in duplicate originals to be effective on the date set forth at the beginning of this Agreement.

CITY OF ONTARIO

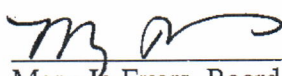
By:



Riley Hill, Mayor

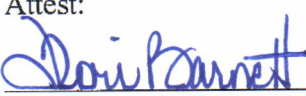
ONTARIO RECREATION DISTRICT

By:



Mary Jo Evers, Board Chair

Attest:



Tori Barnett, MMC, City Recorder

EXHIBIT 1

City of Ontario Park and Recreation Master Plan Section 3 – Existing Resources Table 3.3

Facilities

Table 3.3
Summary of Facilities (All Agencies)
Ontario Planning Area

Area	Total Number of Facilities	Youth Size	Adult Size
City of Ontario			
Baseball Fields	2	2	0
Softball Fields	0	0	0
Soccer Fields	4	0	4
Football Fields	0	0	--
Tennis Courts	6	--	--
Outdoor BB Courts	2	2	--
Sand Volleyball Courts	0	--	--
Gymnasiums	0	--	--
Pool Space (3,150)	0	--	--
Splash Pad (4,000)	1	--	--
Pathways/Trails	0.5 Miles	--	--
Ontario School District			
Baseball Fields	2	1	1
Softball Fields	1	1	0
Soccer Fields	7	3	4
Football Fields	1	0	1
Tennis Courts	7	--	--
Outdoor BB Courts	7	7	0
Sand Volleyball Courts	0	--	--
Gymnasiums	7	6	1
Pool Space	0	--	--
Pathways/Trails	0	--	--
Private Schools/College			
Baseball Fields	1	1	0
Softball Fields	3	3	0
Soccer Fields	4	3	1
Football Fields	0	0	0
Tennis Courts	5	--	--
Outdoor BB Courts	0	--	--
Sand Volleyball Courts	0	--	--
Gymnasiums	6	5	1
Pool Space	0	--	--
Pathways/Trails	0	--	--



**AGENDA REPORT
NEW BUSINESS
August 9, 2022**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: **ACCEPTANCE OF PUBLIC UTILITY EASEMENT KZ INVESTMENTS, LLC**

DATE: August 3, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO ACCEPT THE TWO PUBLIC UTILITY EASEMENTS AS ATTACHED AND AUTHORIZE THE MAYOR TO SIGN THE PUBLIC UTILITY EASEMENTS AND FURTHER INSTRUCT THE CITY RECORDER TO RECORD SAID EASEMENTS WITHIN THE MALHEUR COUNTY CLERK'S LAND RECORDS.

SUMMARY:

This action is to accept a public utility easement for utilities for a new fire line to serve the new Dollar General Store.

BACKGROUND:

The owners of the property are developing the property and require public utilities for their project over to their property to serve the new building.

CURRENT SITUATION:

In order for the city to provide for and maintain public utilities, an easement is being granted.

ANALYSIS:

- A. **STRATEGIC PLAN** This action is not part of the City Council Strategic Plan, but it does improve and provide for growth within the city limits.
- B. **FINANCIAL** Currently, there is no cost to the city for this action other than staff time to present the easement for Council acceptance.
- C. **TIMING** These easements need to be granted so that the property owner may close on the sale of the property to the developers of the Dollar General Store.
- D. **POLICY/LEGAL** All rights of ways and easements are required to be accepted by the governing body, which for the City of Ontario is the City Council.

ALTERNATIVES:

There is no alternate action being suggested.

RECOMMENDATION:

Staff recommends that the City Council accept the public utility easements and authorize the Mayor to sign for the city.

ATTACHMENTS:

1. KZ Investment_Owner Signed Utility Easement - TL1500
2. KZ Investment_Owner Signed Utility Easement - TL1501



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

PUBLIC UTILITY EASEMENT/ROW

FOR VALUE RECEIVED, **KZ INVESTMENTS, LLC**, an Oregon Limited Liability Company, whose current address is 49 NW 1st Street, STE #4, Ontario, Oregon 97914, ("Grantor"), in consideration of the sum of -Zero- dollars (\$0.00) and other considerations, the receipt of which is hereby acknowledged, does hereby convey and grant to the **CITY OF ONTARIO**, ("Grantee"), whose address is 444 SW 4th Street, Ontario, Oregon, 97914, a **PUBLIC UTILITY EASEMENT/RIGHT OF WAY** and the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove public utilities, for a water line and service lines, Fixtures and Facilities over, across, and through the following described real property located in the City of Ontario, Malheur County, Oregon (the "Property"), being 15 feet wide easement as described in the attached Exhibit "A" and show on attached Exhibit "A-1", to wit:

Public Utility Easement/Right of Way described in Attached Exhibit "A" and shown in Attached Exhibit "A-1".

SUBJECT TO all existing easements of record.

Further, it is agreed, and made a condition herein, that any improvements including, but not limited to, drive lanes, landscaping or other features constructed within the limits of the easement shall be removed and replaced at the "Grantors" expense if the "Grantee" is required to maintain any of the utility lines within the easement area.

GRANTOR, by signing this Instrument, accepts the above conditions of removal of improvements and all other covenants, terms, and conditions of this instrument.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 2 day of August, 2022.

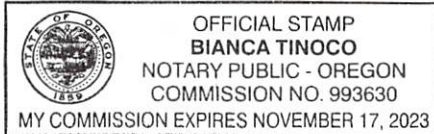
GRANTOR: **KZ INVESTMENTS, LLC**, an Oregon Limited Liability Company

By: 
Zachary Mills, Member

State of Oregon)
County of Malheur) SS.

On this 2 day of August, 2022, before me, the undersigned Notary Public in and for said State, personally appeared **Zachary Mills**, known or identified to me to be a Member of **KZ INVESTMENTS, LLC**, and he executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Bianca Tinoco
Notary Public for Oregon
My Commission expires: 11-17-2023

Accepted by the Common Council of the City of Ontario on this _____ day of _____, 2022, in a Public Hearing at a regular session of the City Council.

GRANTEE:

CITY OF ONTARIO

By: _____
Riley J. Hill, Mayor

Attested: _____
City Recorder: Tori Barnett, MMC

EXHIBIT A

A 15.00-FOOT-WIDE PUBLIC UTILITY EASEMENT (A PORTION OF TAX PARCEL 1500)

An easement over a portion of the KZ Investments, LLC parcel recorded under Deed Instrument No. 2016-3387, Records of Malheur County, Oregon, lying in a portion of the South 385.00 feet of the Southwest quarter of the Southwest quarter of the Southeast quarter of Section 5, Township 18 South, Range 47 East, W.M., City of Ontario, Malheur County, Oregon and being more particularly described as follows:

A 15.00-foot-wide public utility easement for the installation, operation, maintenance, renewal and replacement of utilities and utility structures over, under and across the following described parcel of land;

BEGINNING at a Brass Cap marking the Southwest corner of the Southeast quarter of said Section 5, from which an Iron rebar marking the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 5 bears North 87°40'35" East, 1303.25 feet;

Thence North 87°40'35" East along the South line of the Southeast quarter of said Section 5 for a distance of 196.00 feet;

Thence leaving the South line of the Southeast quarter of said Section 5, North 02°14'56" West, 40.00 feet to the northerly right-of-way line of Southwest 4th Avenue (aka John Day Highway), said point being 40.00 feet northerly of the centerline thereof, when measured at right angles;

Thence leaving said northerly right-of-way line and continuing North 02°14'56" West, 290.00 feet;

Thence North 87°40'35" East, 11.27 feet to the **TRUE POINT OF BEGINNING** of the easement to be described;

Thence continuing North 87°40'35" East, 15.00 feet;

Thence South 02°20'10" East, 8.00 feet;

Thence South 87°40'35" West, 15.00 feet;

Thence North 02°20'10" West, 8.00 feet to the **TRUE POINT OF BEGINNING** and the end of this easement description.

Containing 120.0 square feet, more or less.

ALSO TOGETHER WITH and subject to easements, reservations, covenants and restrictions apparent or of record.



RENEWAL DATE: 6-30-24

Page 4 of 4

Utility Easement – KZ Investments_TL1500

15-FT PUBLIC UTILITY EASEMENT
LOCATED IN SECTION 5, TOWNSHIP 18 SOUTH, RANGE 47 EAST, WILLAMETTE MERIDIA
CITY OF OREGON, MALHEUR COUNTY, OREGON
A PORTION OF TAX PARCEL 1500

15' PUBLIC UTILITY EASEMENT

TPOB

N87°40'35"E 15.00'

N87°40'35"E 11.27'

N02°20'10"W 8.00'

S02°20'10"E 8.00'

S87°40'35"W 15.00'

N02°14'56"W 290.00'

N02°14'56"W 40.00'

SW 4TH AVENUE
(AKA JOHN DAY HIGHWAY)

RAHMANI
TAX PARCEL 1600

KZ INVESTMENTS LLC
TAX PARCEL 1500

KZ INVESTMENTS LLC
TAX PARCEL 1501

POSITION OF IRON REBAR

POSITION OF BRASS CAP

NOT TO SCALE

JUNE 14, 2022

TPOB=TRUE POINT OF BEGINNING



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

PUBLIC UTILITY EASEMENT/ROW

FOR VALUE RECEIVED, **KZ INVESTMENTS, LLC**, an Oregon Limited Liability Company, whose current address is 49 NW 1st Street, STE #4, Ontario, Oregon 97914, ("Grantor"), in consideration of the sum of -Zero- dollars (\$0.00) and other considerations, the receipt of which is hereby acknowledged, does hereby convey and grant to the **CITY OF ONTARIO**, ("Grantee"), whose address is 444 SW 4th Street, Ontario, Oregon, 97914, a **PUBLIC UTILITY EASEMENT/RIGHT OF WAY** and the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove public utilities, for a water line and service lines, Fixtures and Facilities over, across, and through the following described real property located in the City of Ontario, Malheur County, Oregon (the "Property"), being 15 feet wide easement as described in the attached Exhibit "A" and show on attached Exhibit "A-1", to wit:

Public Utility Easement/Right of Way described in Attached Exhibit "A" and shown in Attached Exhibit "A-1".

SUBJECT TO all existing easements of record.

Further, it is agreed, and made a condition herein, that any improvements including, but not limited to, drive lanes, landscaping or other features constructed within the limits of the easement shall be removed and replaced at the "Grantors" expense if the "Grantee" is required to maintain any of the utility lines within the easement area.

GRANTOR, by signing this Instrument, accepts the above conditions of removal of improvements and all other covenants, terms, and conditions of this instrument.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 2 day of August, 2022.

GRANTOR: **KZ INVESTMENTS, LLC**, an Oregon Limited Liability Company

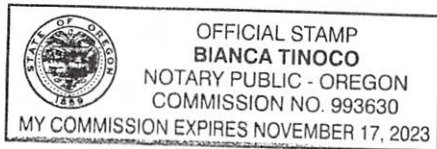
By: 

Zachary Mills, Member

State of Oregon)
County of Malheur) SS.

On this 2 day of August, 2022, before me, the undersigned Notary Public in and for said State, personally appeared **Zachary Mills**, known or identified to me to be a Member of **KZ INVESTMENTS, LLC**, and he executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Bianca Tinoco

Notary Public for Oregon

My Commission expires: 11-17-2023

Accepted by the Common Council of the City of Ontario on this _____ day of _____, 2022, in a Public Hearing at a regular session of the City Council.

GRANTEE:

CITY OF ONTARIO

By: _____
Riley J. Hill, Mayor

Attested: _____
City Recorder: Tori Barnett, MMC

EXHIBIT A

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A 15.00-foot-wide public utility easement for the installation, operation, maintenance, renewal and replacement of utilities and utility structures over, under and across the following described parcel of land;

BEGINNING at a Brass Cap marking the Southwest corner of the Southeast quarter of said Section 5, from which an Iron rebar marking the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 5 bears North 87°40'35" East, 1303.25 feet;

Thence North 87°40'35" East along the South line of the Southeast quarter of said Section 5 for a distance of 196.00 feet;

Thence leaving the South line of the Southeast quarter of said Section 5, North 02°14'56" West, 40.00 feet to the northerly right-of-way line of Southwest 4th Avenue (aka John Day Highway), said point being 40.00 feet northerly of the centerline thereof, when measured at right angles;

Thence leaving said northerly right-of-way line and continuing North 02°14'56" West, 290.00 feet;

Thence North 87°40'35" East, 11.27 feet to the **TRUE POINT OF BEGINNING** of the easement to be described;

Thence continuing North 87°40'35" East, 15.00 feet;

Thence North 02°20'10" West, 24.57 feet;

Thence South 87°39'50" West, 201.24 feet to the easterly right-of-way line of Dorian Drive, said point being 21.00 feet easterly of the centerline thereof, when measured at right angles;

Thence along said easterly right-of-way line, South 02°15'01" East, 15.00 feet;

Thence leaving said easterly right-of-way line, North 87°39'50" East, 186.26 feet;

Thence South 02°20'10" East, 9.56 feet to the **TRUE POINT OF BEGINNING** and the end of this easement description.

Containing 3162.15 square feet (0.07 acres), more or less.

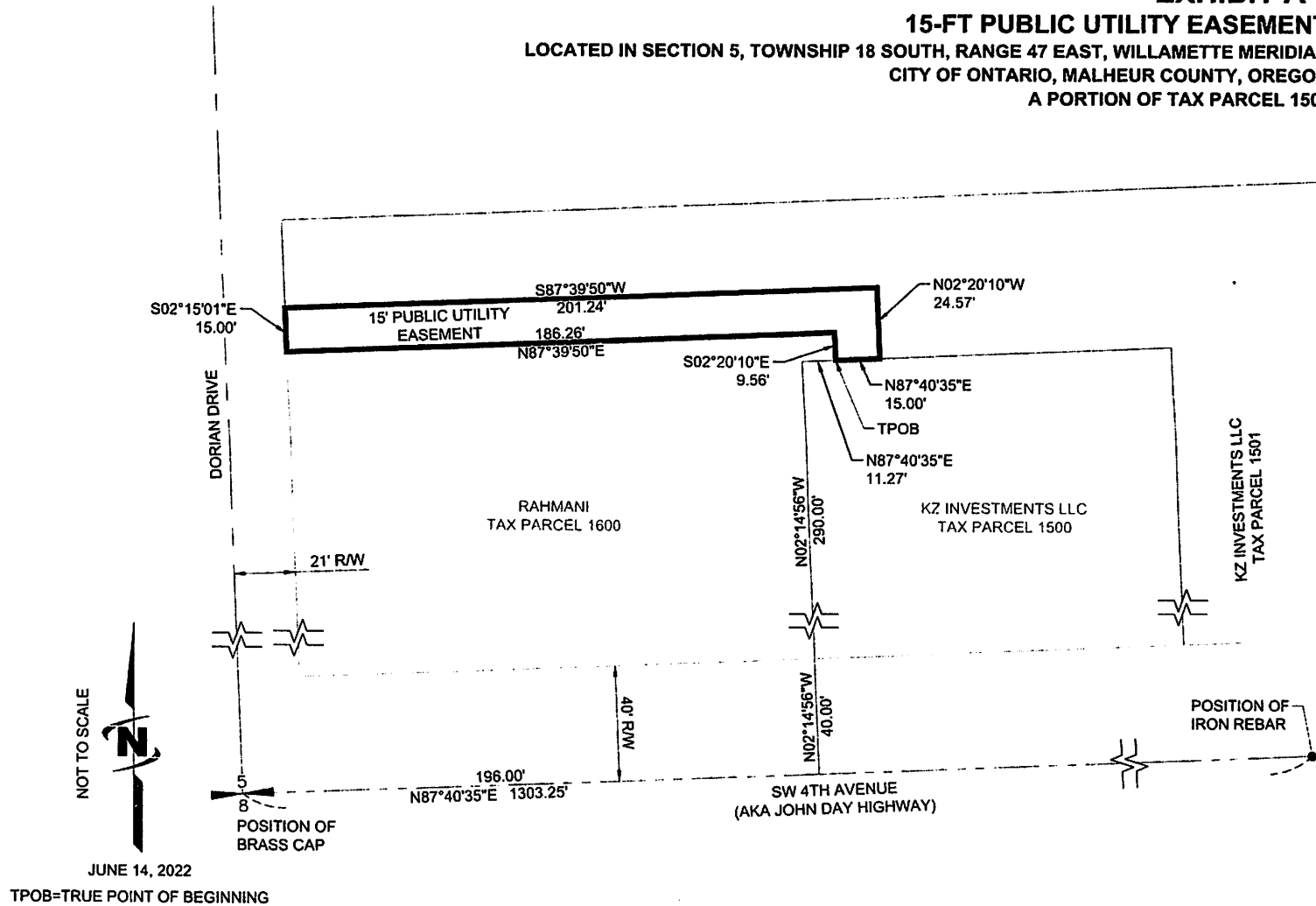
ALSO TOGETHER WITH and subject to easements, reservations, covenants and restrictions apparent or of record.



EXHIBIT A-1

15-FT PUBLIC UTILITY EASEMENT

LOCATED IN SECTION 5, TOWNSHIP 18 SOUTH, RANGE 47 EAST, WILLAMETTE MERIDIAN
CITY OF OREGON, MALHEUR COUNTY, OREGON
A PORTION OF TAX PARCEL 1501





**AGENDA REPORT
NEW BUSINESS
August 9, 2022**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: MALHEUR COUNCIL ON AGING AND COMMUNITY SERVICES FUNDING

DATE: August 4, 2022

PROPOSED MOTION:

THERE ARE A FEW DIFFERENT MOTIONS THE COUNCIL COULD MAKE:

1. I MOVE THE CITY COUNCIL APPROVE THE REQUEST TO SPEND THE REMAINING FUNDING ON ELECTRICAL UPGRADES AND MEAL PURCHASES.

OR

2. I MOVE THE CITY COUNCIL APPROVE THE REMAINING FUNDING BE SPENT ON
_____.

OR

3. I MOVE THE CITY COUNCIL REQUEST THE REMAINING FUNDS BACK.

SUMMARY:

The Senior Center flooring project costs were substantially under budget. Attached is a picture of the completed dining room floor.

BACKGROUND:

The City Council and budget committee approved the 2022-2023 budget which included a donation of \$7,500 from ARPA funds for the MCOA Senior Center floor. It was paid after an invoice request was received by the City.

CURRENT SITUATION:

The Executive Director of the Malheur Council on Aging and Community Services (MCOACS) sent an email on August 3, 2022 with an update on the funding. The floor came in below budget and \$2,740.21 was spent on completing the new dining room floor. This leaves \$4,759.79 in funds unspent. The Executive Director is requesting to use the remaining funds for

a major electrical repair affecting the dining room and the purchase of meals for the nutrition program.

ANALYSIS:

- A. **STRATEGIC PLAN** No direct impact.
- B. **FINANCIAL** The \$7,500 has already been paid out. However, if the Council does not allow the request, the \$4,759.79 will need to be returned to the City.
- C. **TIMING** The MCOA would like to have the decision made as soon as possible.
- D. **POLICY/LEGAL** This is a policy decision that needs to be made by the City Council.

ALTERNATIVES:

- 1. The City Council could approve the request and allow the funds to be spent on the requested repairs and meal expenses.
- 2. The Council could request the MCOA use the funds for a different purpose.
- 3. The Council could ask for the remaining funds back.

RECOMMENDATION:

Staff makes no recommendation as this is a City Council decision.

ATTACHMENTS:

- 1. MCOA Dining Room Picture





**AGENDA REPORT
PUBLIC HEARING
August 9, 2022**

To: Mayor and City Council

FROM: Casey Mordhorst, Public Works Director

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: **RESOLUTION #2022-134: HARRAH HEIGHTS REIMBURSEMENT DISTRICT**

DATE: August 1, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE RESOLUTION #2022-134: A RESOLUTION CREATING THE HARRAH HEIGHTS REIMBURSEMENT DISTRICT AS DESCRIBED BY THE PUBLIC WORKS DIRECTOR'S REPORT AND AUTHORIZE THE COUNCIL PRESIDENT TO SIGN.

SUMMARY:

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

The city, through the Jacobs contract for Public Works services, received an application to form a Reimbursement District consistent with the requirements of OMC 8-15-3(c) on March 21, 2022. The application was accompanied by the requisite fee as defined in OMC 8-15-3(b). On June 15, 2022, the city received updated information correcting the cost with the removal of one manhole that was not installed in the project. The updated costs are shown in attachment 1 of this report. Jacobs, serving as the city's Public Works Director in accordance with OMC 8-15-4, has reviewed the application and finds the application is appropriate for consideration by the City Council. The attached Director's Report was sent via certified mail to all affected parties and provides the details of forming the Reimbursement District.

At the required public hearing on June 28, 2022, the City Council heard the testimony, considered the Director's Report on the formation of the Reimbursement District, and moved to approve the Director's Report as presented. As per City Code 8-15-7, the attached Resolution #2022-134 is being presented to formally create the Reimbursement District.

BACKGROUND:

The city, through the Jacobs Contract for Public Works services, received an application to form a Reimbursement District consistent with the requirements of OMC 8-15-3(c) on March 21, 2022. The application was accompanied by the required fee as defined in OMC 8-13-3(b). On June 15, 2022, the city received updated information correcting the cost with the removal of 1 manhole that was not installed in the project. The updated costs are shown in this report as shown in attachment 1.

CURRENT SITUATION:

At the required public hearing on June 28, 2022, the City Council heard the testimony, considered the Director's Report on the formation of the Reimbursement District, and moved to approve the Director's Report as presented. As per City Code 8-15-7, the attached Resolution #2022-134 is being presented to formally create the Reimbursement District and adopt the Directors Report.

ANALYSIS:

- A. **STRATEGIC PLAN** The formation of the Reimbursement District supports the city's Strategic Plan concerning Growth and providing infrastructure to support Growth.
- B. **FINANCIAL** Approval of the Reimbursement District does not have a financial impact on the city. The city collects the funds from the private parcel owner and reimburses the private developer who paid for the improvements on Sunset Blvd.
- C. **TIMING** The improvements have been made and the timing is appropriate for creating the District.
- D. **POLICY/LEGAL** Ontario Municipal Code Section 8-15-3 provides the authority for the creation of the Reimbursement District, and 8-15-7 authorizes the resolution forming the Reimbursement District.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends approval of Resolution #2022-134 for the formation of the Harrah Heights Reimbursement District, consistent with the parameters described in the Public Works Director's Report.

ATTACHMENTS:

- 1. Director Report Harrah Heights_#2_07.19.22 CM
- 2. Harrah Heights Resolution (pdf) (1)

Director's Report
Application for Reimbursement District
Harrah Heights Subdivision
City of Ontario, Oregon
July 19, 2022

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

The City, through Jacobs contract for Public Works services, received an application to form a Reimbursement District consistent with the requirements of OMC 8-15-3(c) on March 21, 2022. The application was accompanied by the requisite fee as defined in OMC 8-15-3(b). On June 15, 2022, the city received updated information correcting the cost with the removal of 1 manhole that was not installed in the project which the updated costs are as shown in this report as shown on Attachment 1. The beginning and end of the project was also corrected to reflect the correct location of the project and boundary of the district as shown on Attachment 2 and 5.

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

1. The application for reimbursement of costs for 10" sewer line extension, (public improvements) associated with the new construction of Harrah Heights Subdivision from its terminus south of said subdivision meets the requirements of OMC 8-15-3(a).
2. The Reimbursement District boundaries shall apply to 5 parcels that have not yet reimbursed the developer for the improvements. The parcels are defined as Land in the City of Ontario, Malheur County, Oregon: within the SE1/4NE1/4 of section 8, Township 18S, Range 47E, W.M., described as follows: the W1/2S1/2N1/2SE1/4NE1/4 (TL300); the W1/2N1/2S1/2SE1/4NE1/4 (TL500); the NE1/4SE1/4NE1/4 (TL100); the E1/2N1/2S1/2SE1/4NE1/4 Excepting S 30 feet (TL400); and the E1/2S 1/2S1/2SE1/4NE1/4 plus the S 30' of E1/2N1/2S1/2SE1/4NE1/4 (TL1000) shown in Attachment 5.
3. A map showing the properties to be included in the proposed Reimbursement District, the linear front footage of said property, the property owned by the developer and the names and mailing addresses of owners of other property to be included in the proposed Reimbursement District is provided as attachment 2, 3, and 4.
4. The Developer has financed all the cost of the public improvements, thereby making the services available to the affected properties, other than that owned by the Developer shown in attachment 1.
5. Staff has determined the Public Improvement along Sunset Drive has met City Standards, and it is fair and in the public interest to create a Reimbursement District.
6. There are several ways to consider and determine "benefits derived" when assessing property within a reimbursement district. Common methods include cost per linear foot of property abutting the improvement, cost per square foot to a property to a depth of 150 feet (Ontario code 8-7-3 (F)) or on a share and share a-like basis if the benefit is considered approximately equal for each parcel. In this reimbursement district, staff is recommending a cost per linear foot of property abutting the improvement.
7. The actual costs of improvement along the entire project length are as follows:

Public Improvement	Construction Cost	Total Frontage (ft)	Unit Cost of Frontage (\$/ft)
Sewer Line	\$96,936.00	990*2=1,980'	\$48.957576
Total	\$96,936.00		

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

OMC 8-15-5B states the cost to be reimbursed to the Developer shall be limited to the cost of construction engineering, construction, and off-site dedication and/or acquisition of right of way property. Construction engineering shall include surveying and inspection costs and shall not exceed seven and one-half percent (7.5%) of eligible Public Improvement construction costs. Costs to be reimbursed for right of way property shall be limited to the reasonable market value of land or easements purchased by the Developer from a third party in order to complete the Public Improvements.

OMC 8-15-4-E states that the amount to be charged by the City for an administration fee for the Reimbursement Agreement. The administration fee shall be fixed by the City Council and shall be included in the resolution approving and forming the Reimbursement District. The administration fee is due and payable to the City at the time the agreement is signed. Staff recommends a seven percent (7%) administration fee resulting in the amount of \$6,550.29 to be paid by the developer.

There are 5 tax lots that did not financially participate in the proposed improvements and that is Tax Lot 300, Map 18S4708AD; Tax Lot 500, Map 18S4708AD; Tax Lot 100, Map 18S4708AD; Tax Lot 400, Map 18S4708AD; Tax Lot 1000, Map 18S4708AD. The assessment for Tax Lots 300, 500, 100, 400, and 1000 of Map 18S4708AD shall be calculated as follows:

Tax Lot	Total Frontage (ft)	Unit Cost of Frontage (\$/ft)	Total Cost
300	330'	\$48.957576	\$16,156.00
500	330'	\$48.957576	\$16,156.00
100	330'	\$48.957576	\$16,156.00
400	300'	\$48.957576	\$14,687.27
1000	360'	\$48.957576	\$17,624.73
Total			\$80,780.00

The owners of Tax Lots 300, 500, 100, 400 and 1000 of Map 18S4708AD shall make payment to the City of Ontario in the correlated amount listed in the above chart at the time the tax lot is annexed into the city limits

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

1509 745 767 746 1508 5071 500 802 800

200 821 33 34

BEGIN PROJECT 0+00

100

DAVIS

330'

\$16,156.00

KING

300'

\$16,156.00

969 49

PENNINGTON

500'

\$16,156.00

1137 50

NAZARENE CHURCH

400'

\$14,687.27

1131

1000

330'

\$16,156.00

0700 600

360'

\$17,624.73

HILL

560 554 542

KAMESHIGE

END PROJECT 10+12

1701 1663 1651 1639 1621 1609 1597 1585 1573 1561 1549 1537 1525 1513 1501 1489 1477 1465 1453 1441 1429 1417 1405 1393 1381 1369 1357 1345 1333 1321 1309 1297 1285 1273 1261 1249 1237 1225 1213 1201 1189 1177 1165 1153 1141 1129 1117 1105 1093 1081 1069 1057 1045 1033 1021 1009 997 985 973 961 949 937 925 913 901 889 877 865 853 841 829 817 805 793 781 769 757 745 733 721 709 697 685 673 661 649 637 625 613 601 589 577 565 553 541 529 517 505 493 481 469 457 445 433 421 409 397 385 373 361 349 337 325 313 301 289 277 265 253 241 229 217 205 193 181 169 157 145 133 121 109 97 85 73 61 49 37 25 13 1 11 19 27 35 43 51 59 67 75 83 91 99 107 115 123 131 139 147 155 163 171 179 187 195 203 211 219 227 235 243 251 259 267 275 283 291 300 308 316 324 332 340 348 356 364 372 380 388 396 404 412 420 428 436 444 452 460 468 476 484 492 500 508 516 524 532 540 548 556 564 572 580 588 596 604 612 620 628 636 644 652 660 668 676 684 692 700 708 716 724 732 740 748 756 764 772 780 788 796 804 812 820 828 836 844 852 860 868 876 884 892 900 908 916 924 932 940 948 956 964 972 980 988 996 1004 1012 1020 1028 1036 1044 1052 1060 1068 1076 1084 1092 1100 1108 1116 1124 1132 1140 1148 1156 1164 1172 1180 1188 1196 1204 1212 1220 1228 1236 1244 1252 1260 1268 1276 1284 1292 1300 1308 1316 1324 1332 1340 1348 1356 1364 1372 1380 1388 1396 1404 1412 1420 1428 1436 1444 1452 1460 1468 1476 1484 1492 1500 1508 1516 1524 1532 1540 1548 1556 1564 1572 1580 1588 1596 1604 1612 1620 1628 1636 1644 1652 1660 1668 1676 1684 1692 1700 1708 1716 1724 1732 1740 1748 1756 1764 1772 1780 1788 1796 1804 1812 1820 1828 1836 1844 1852 1860 1868 1876 1884 1892 1900 1908 1916 1924 1932 1940 1948 1956 1964 1972 1980 1988 1996 2004 2012 2020 2028 2036 2044 2052 2060 2068 2076 2084 2092 2100 2108 2116 2124 2132 2140 2148 2156 2164 2172 2180 2188 2196 2204 2212 2220 2228 2236 2244 2252 2260 2268 2276 2284 2292 2300 2308 2316 2324 2332 2340 2348 2356 2364 2372 2380 2388 2396 2404 2412 2420 2428 2436 2444 2452 2460 2468 2476 2484 2492 2500 2508 2516 2524 2532 2540 2548 2556 2564 2572 2580 2588 2596 2604 2612 2620 2628 2636 2644 2652 2660 2668 2676 2684 2692 2700 2708 2716 2724 2732 2740 2748 2756 2764 2772 2780 2788 2796 2804 2812 2820 2828 2836 2844 2852 2860 2868 2876 2884 2892 2900 2908 2916 2924 2932 2940 2948 2956 2964 2972 2980 2988 2996 3004 3012 3020 3028 3036 3044 3052 3060 3068 3076 3084 3092 3100 3108 3116 3124 3132 3140 3148 3156 3164 3172 3180 3188 3196 3204 3212 3220 3228 3236 3244 3252 3260 3268 3276 3284 3292 3300 3308 3316 3324 3332 3340 3348 3356 3364 3372 3380 3388 3396 3404 3412 3420 3428 3436 3444 3452 3460 3468 3476 3484 3492 3500 3508 3516 3524 3532 3540 3548 3556 3564 3572 3580 3588 3596 3604 3612 3620 3628 3636 3644 3652 3660 3668 3676 3684 3692 3700 3708 3716 3724 3732 3740 3748 3756 3764 3772 3780 3788 3796 3804 3812 3820 3828 3836 3844 3852 3860 3868 3876 3884 3892 3900 3908 3916 3924 3932 3940 3948 3956 3964 3972 3980 3988 3996 4004 4012 4020 4028 4036 4044 4052 4060 4068 4076 4084 4092 4100 4108 4116 4124 4132 4140 4148 4156 4164 4172 4180 4188 4196 4204 4212 4220 4228 4236 4244 4252 4260 4268 4276 4284 4292 4300 4308 4316 4324 4332 4340 4348 4356 4364 4372 4380 4388 4396 4404 4412 4420 4428 4436 4444 4452 4460 4468 4476 4484 4492 4500 4508 4516 4524 4532 4540 4548 4556 4564 4572 4580 4588 4596 4604 4612 4620 4628 4636 4644 4652 4660 4668 4676 4684 4692 4700 4708 4716 4724 4732 4740 4748 4756 4764 4772 4780 4788 4796 4804 4812 4820 4828 4836 4844 4852 4860 4868 4876 4884 4892 4900 4908 4916 4924 4932 4940 4948 4956 4964 4972 4980 4988 4996 5004 50

Attachment 3

KING, JAMES R & LAURA J. 969 SUNSET DRIVE ONTARIO, OR 97914	CHARLES R DAVIS REV TRUST 1/2 LAURA M DAVIS REV TRUST 1/2 821 SUNSET DRIVE ONTARIO, OR 97914	PENNINGTON, ROLAND & JACQUELINE 1137 SUNSET DRIVE ONTARIO, OR 97914
NAZARENE, FIRST CHURCH OF 1131 ALAMEDA DRIVE ONTARIO, OR 97914	KAMESHIGE, ETALs C/O RANDY KAMESHIGE 595 THREE RIVERS WAY FRUITLAND, ID 83619	

Attachment 4

ADVANCE FINACING INTERVENING PROPERTY OWNER TAX ACCOUNT INFORMATION:

Riley Hill / Harrah Heights Subdivision Developer

TAX MAP: 18S4708AD
TAX LOT: **300**
REFERENCE NO: 8240
OWNER: JAMES R. & LAURA KING
CONTRACT:
MAILING ADDRESS: 969 SUNSET DRIVE, ONTARIO, OR 97914
PROPERTY ADDRESS: 969 SUNSET DRIVE

TAX MAP: 18S4708AD
TAX LOT: **500**
REFERENCE NO: 8239
OWNER: ROLAND & JACQUELINE PENNINGTON
CONTRACT:
MAILING ADDRESS: 1137 SUNSET DRIVE, ONTARIO, OR 97914
PROPERTY ADDRESS: 1137 SUNSET DRIVE

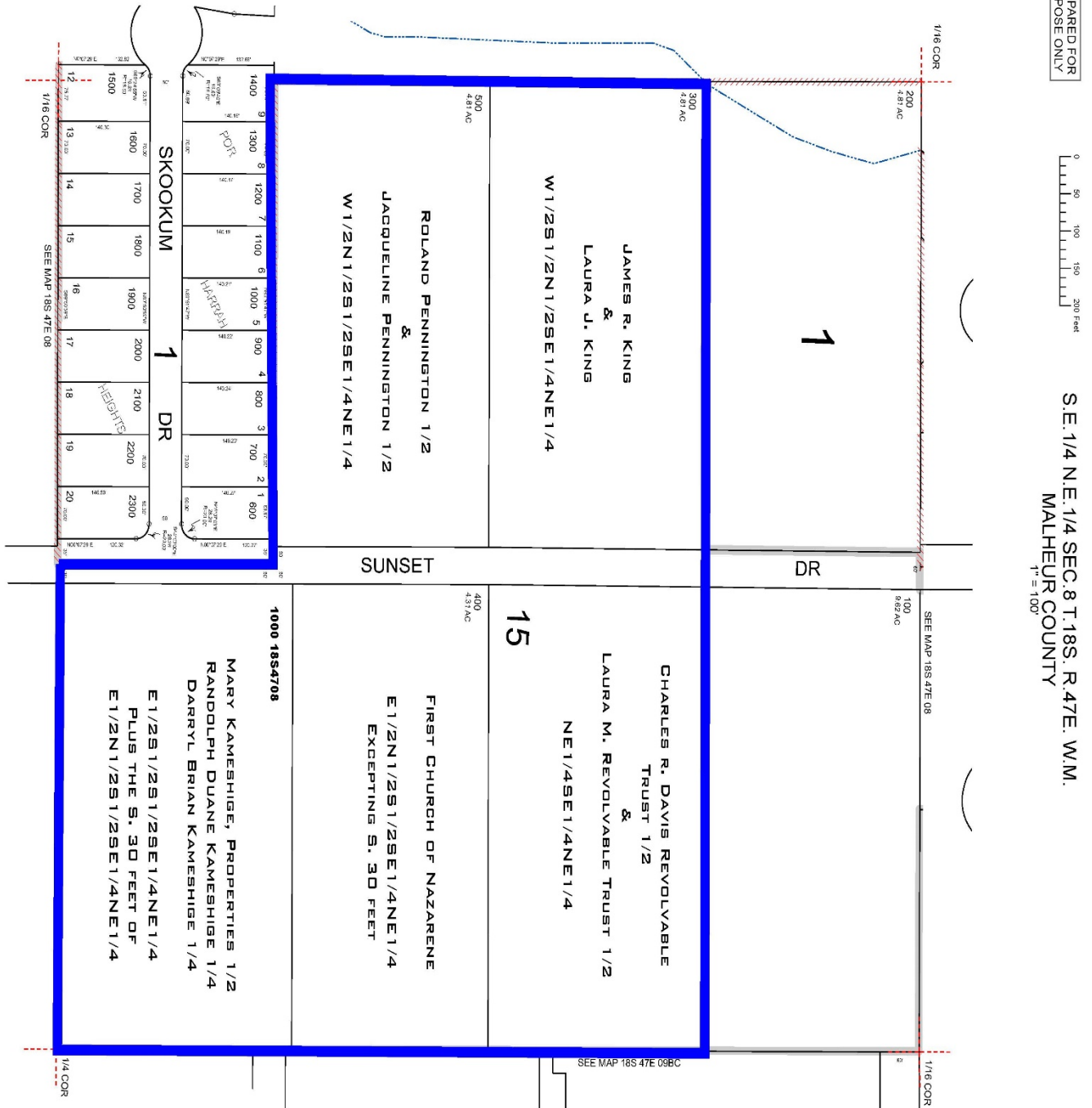
TAX MAP: 18S4708AD
TAX LOT: **100**
REFERENCE NO: 8236
OWNER: CHARLES R DAVIS REV TRST 1/2 & LAURA M. REV. TRST. 1/2
CONTRACT:
MAILING ADDRESS: 821 SUNSET DRIVE, ONTARIO, OR 97914
PROPERTY ADDRESS: 842 SUNSET DRIVE

TAX MAP: 18S4708AD
TAX LOT: **400**
REFERENCE NO: 20373
OWNER: FIRST CHURCH OF NAZARENE
CONTRACT:
MAILING ADDRESS: 1131 ALAMEDA DRIVE, ONTARIO, OR 97914
PROPERTY ADDRESS: NONE

TAX MAP: 18S4708
TAX LOT: **1000**
REFERENCE NO: 8237
OWNER: MARY PROPERTIES 1/2, RANDOLPH DUANE KAMESHIGE 1/4, BRIAN DARRYL KAMESHIGE 1/4
CONTRACT:
MAILING ADDRESS: C/O RANDY KAMESHIGE 595 THREE RIVERS WAY, FRUITLAND ID, 83619
PROPERTY ADDRESS: NONE

Attachment 5

District Boundary (Blue)



Revised: MA
01/10/2022
ONTARIO
18S47E08AD



RESOLUTION #2022-134

A RESOLUTION ADOPTING THE PUBLIC WORKS DIRECTOR'S REPORT AND FORMING THE HARRAH HEIGHTS REIMBURSEMENT DISTRICT AND SETTING FORTH THE CONDITIONS OF THE DISTRICT AS PER THE ATTACHED DIRECTOR'S REPORT MADE A PART HEREOF

- WHEREAS,** Riley J. Hill (Developer) paid for the improvements to Harrah Heights, which included public utilities (sewer); and
- WHEREAS,** Said improvements benefit adjoining property owners who did not participate in the cost of the construction of the extension of the improvements; and
- WHEREAS,** Developer applied for a Reimbursement District to be formed in order that developer may recoup some of the expense for the improvements and payment of said reimbursement fees, designated for each property within the Reimbursement District; and
- WHEREAS,** The collection of the reimbursement fees for each designated property is a precondition of receiving any city permits applicable to development of that parcel; and
- WHEREAS,** The designated Ontario Public Works Director, submitted the attached Director's Report Dated July 19, 2022, at a Public Hearing on August 9, 2022, before the Ontario City Council, making the recommendations required by Ontario City Code Section 8-15-4; and
- WHEREAS,** At the Public Hearing on August 9, 2022, after hearing public testimony and receiving no objections to the Director's Report, the City Council approved the attached Director's Report dated July 19, 2022

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

1. The July 19, 2022, Public Works Director's Report for the Harrah Heights Reimbursement District approved by City Council on August 9, 2022, as set forth in Attachment 1, is hereby adopted.
2. All properties who did not participate in the cost of the construction of the improvements set forth in the Director's Report shall pay their share set forth in the report and is also a precondition of receiving any city permits for development.
3. The reimbursement fees shall be paid in full at the time the property is annexed into the city limits as part of the annexation process.
4. The city shall, for up to 25 years from the date of this Resolution collect the fees owed under this Reimbursement District from each property listed in the Director's report at the time of Annexation of the property and the funds collect paid to the Developer:
 - Riley Hill, P.O. Box 428, Ontario, OR 97914

The above stated Developer shall notify the city in writing of any change of address.

5. In accordance with City Code 8-15-9, the City Recorder shall record this resolution in the deed records of the Malheur County Clerk's office as to provide notice to potential purchasers of the properties within the Reimbursement District.

EFFECTIVE DATE: Effective immediately upon passage.

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

AYES:

NAYES:

ABSENT:

APPROVED by the Council President this ____ day of _____, 2022.

Ken Hart, Council President

ATTEST:

Tori Barnett, MMC, City Recorder



QUOTE

MetroQuip, Inc.

1953 E. Commercial
Meridian, ID 83642
ph:(208)344-3318 fax:(208)345-5931

QUOTATION NO. Hend/Force
DATE August 4, 2022
CUSTOMER ID Jacobs/Ontario
EXPIRATION DATE 30 Days

TO Casey Mordhorst
Jacobs/Ontario
1551 NW 9th St
Ontario, OR 97914
PH: 208-870-2844

casey.mordhorst@jacobs.com

SALESPERSON	FOB	PAYMENT TERMS	DUE DATE
Jeff McCoy (208)921-5332	Meridian, ID	Standard Terms and Conditions	

PRICING UTILIZING HENDERSON PRODUCTS SOURCEWELL CONTRACT #080818-HPI

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Henderson 13' FSH-I 201 Stainless Steel Salt/Sand Spreader - Capacity - 9.0 CY - Dump body kit with Ratchet Straps - Included - Amber Strobe Light Installed - 2/EA Work Lights Installed at rear of unit - See specs for specific details - Customer to verify width and length of existing bed to ensure proper fit prior to order	\$23,583.00	\$23,583.00
1.00	Henderson Stainless Steel Sloped Leg Stand - Installed - See specs for specific details	\$10,036.00	\$10,036.00
1.00	Henderson Steel Surcharge	\$9,682.00	\$9,682.00
1.00	Henderson Sourcewell Discount Via Contract#080818-HPI	-\$3,361.00	-\$3,361.00
1.00	FORCE America Hydraulic Package - See attached for specific details	\$19,578.00	\$19,578.00
1.00	Project Details and Labor - Steam clean chassis, remove existing hydraulic package and components, install new FORCE America hydraulic tank left hand side, install hydraulic controls and enclosure, install all necessary lines, wire controllers, install sander, complete function test	\$13,650.00	\$13,650.00
1.00	Freight - FORCE American Package and Sander	\$4,000.00	\$4,000.00

This is a quotation for the goods named, subject to the conditions noted below. This quotation is valid for 30 days from date above unless otherwise noted. The prices do not include freight charges, sales tax, F.E.T., or other applicable taxes unless noted. All sales are subject to availability and/or prior sale.

To Accept this quotation, sign here and return: _____

SUBTOTAL	\$ 77,168.00
SALES TAX	-
TOTAL	\$ 77,168.00

THANK YOU FOR YOUR BUSINESS!



Ontario City Council

Evidence Update

Michael S. Iwai
Ontario Police Department
Chief of Police
August 9, 2022





Evidence



- Prior to August 3, 2022





Evidence



- After





Evidence



- Before...





Evidence

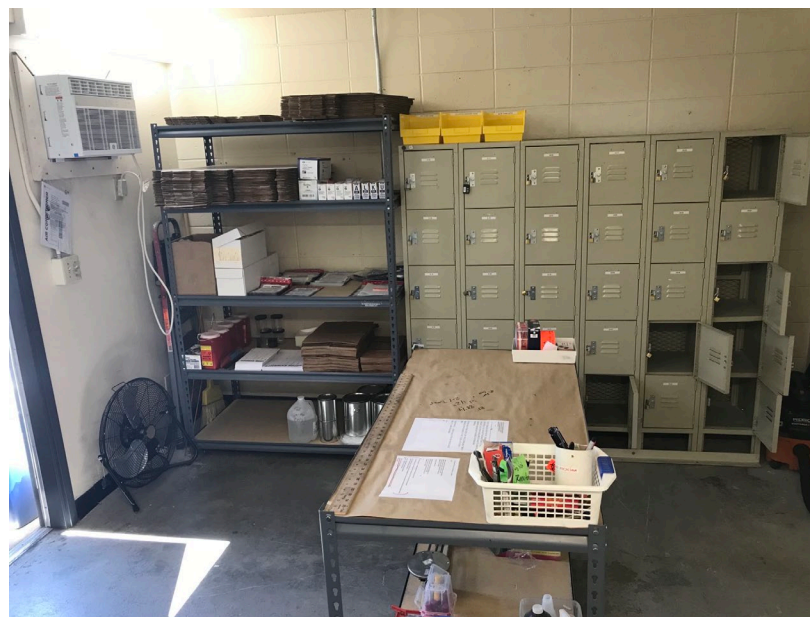


- After





Evidence





Evidence



Pending

- Resolve city network issue
- Software installation and training regarding the new system





Thank You





ONTARIO
OREGON

Public Works Department

QUARTERLY PRESENTATION APRIL – JUNE 2022

Engineering Development Review & Special Projects



- Airport Way / SW 31st St. construction
- Tapadera Lift Station wet well section
- Beck Park Bathroom remodel



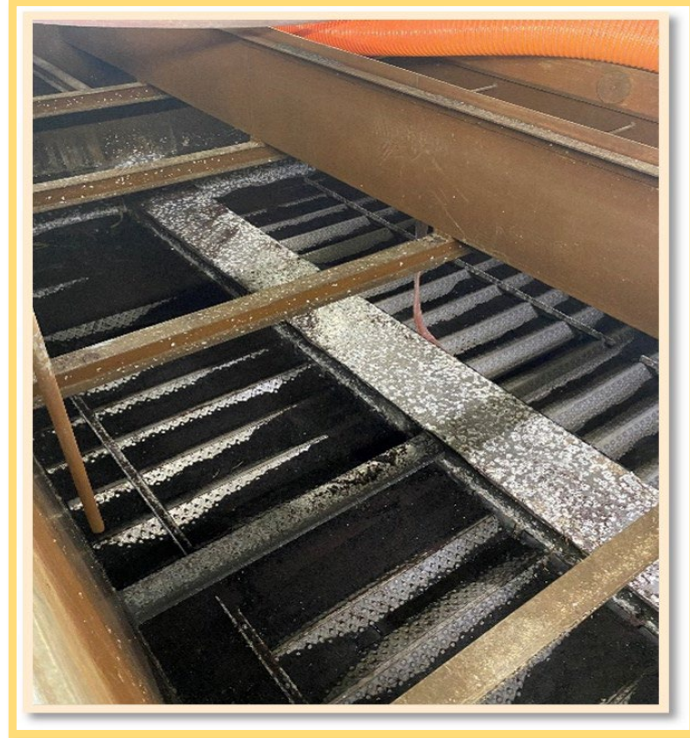
Engineering Development Review & Special Projects



- 20 Right of Way permits issued
- 7 PDAC meeting
- 3 address changes or additions
- Multiple plan reviews
- T200 design
- CDBG project
- Water Treatment Plant expansion
- Ameresco Lighting project
- Safe Routes to School
- SE 5th Ave Pedestrian Improvement Project
- SRCI Siphon project



Water Treatment Plant



Quarterly Accomplishments Water Treatment Plant



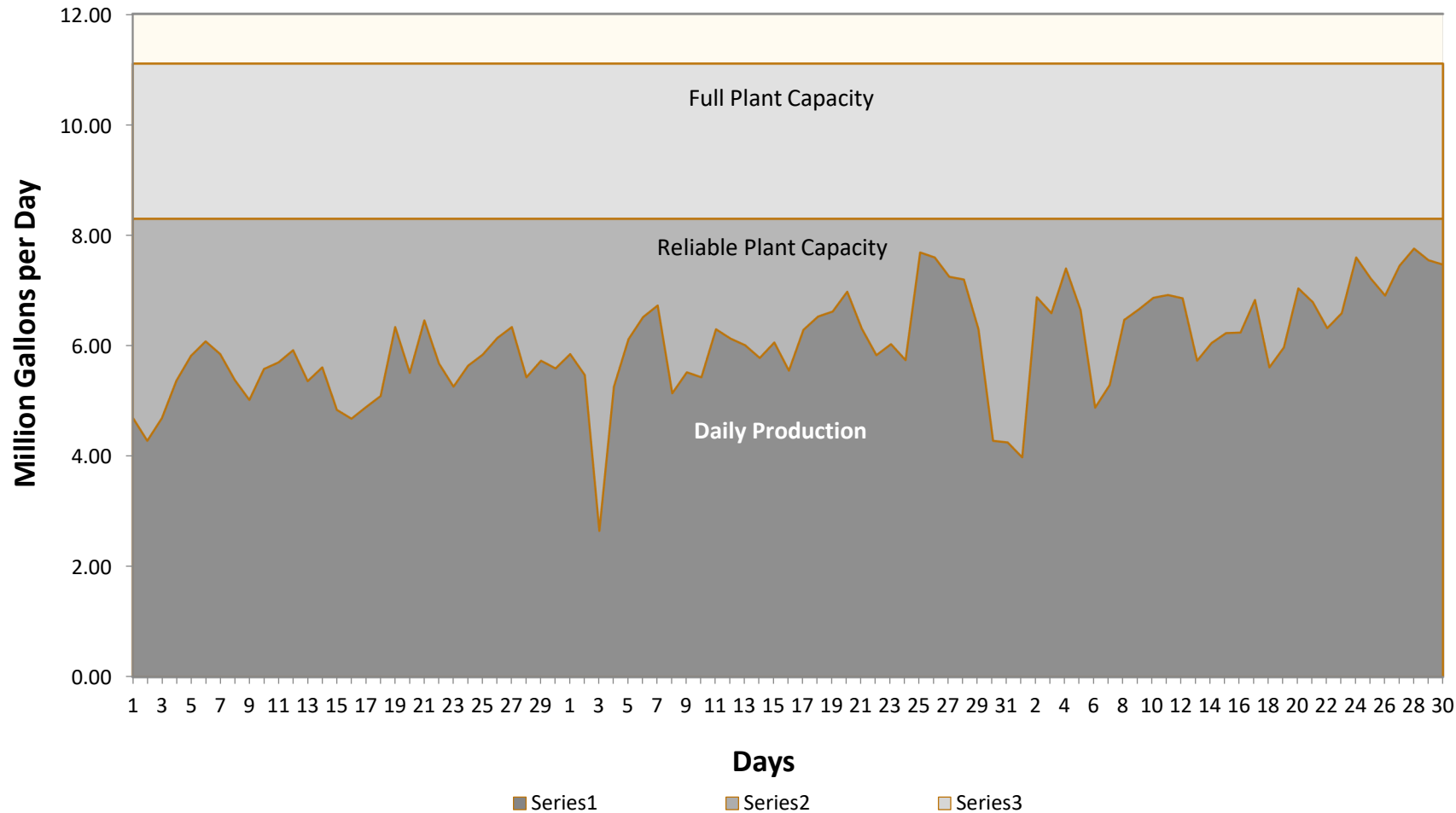
- Replaced the filter media in Westech # 2
- Rebuilt Screens for Westech #2 saving estimated \$44k
- Well #4 new Submersible pump and VFD, put into operation



Water Treatment Plant Summary

- Production vs. Capacity

April 1-June 30 2022



Wastewater Treatment Plant



Quarterly Accomplishments Wastewater Treatment Plant



- Installed a new river lift pump for the Malheur Farm
- Cleaned contact chambers
- Maintained storage in Skyline to provide irrigation water for the farmer
- Semi annual aerator maintenance

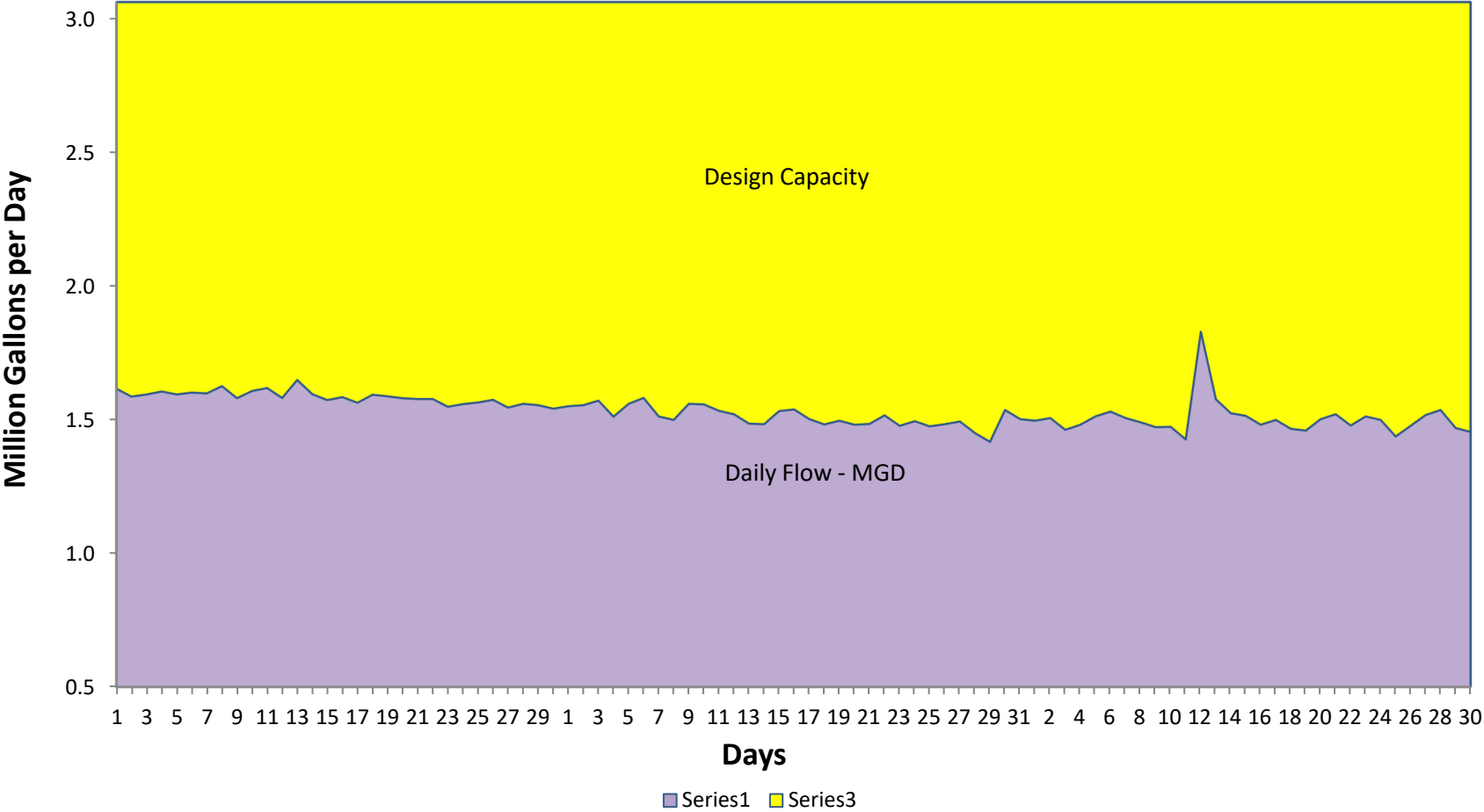


Wastewater Treatment Plant Summary



- Wastewater Treatment Flows

April 01 - June 30, 2022



Building, Parks & Cemeteries



ONTARIO
OREGON



Quarterly Accomplishments Buildings, Parks & Cemeteries



- Memorial Day cemetery preparation and cleanup
- Modification of the Evergreen Cemetery irrigation system
- Broke ground on the Beck Park bathroom remodel
- 19 funerals at Evergreen cemetery and 3 at Sunset Cemetery



Field Services: Streets & Collection/Distribution



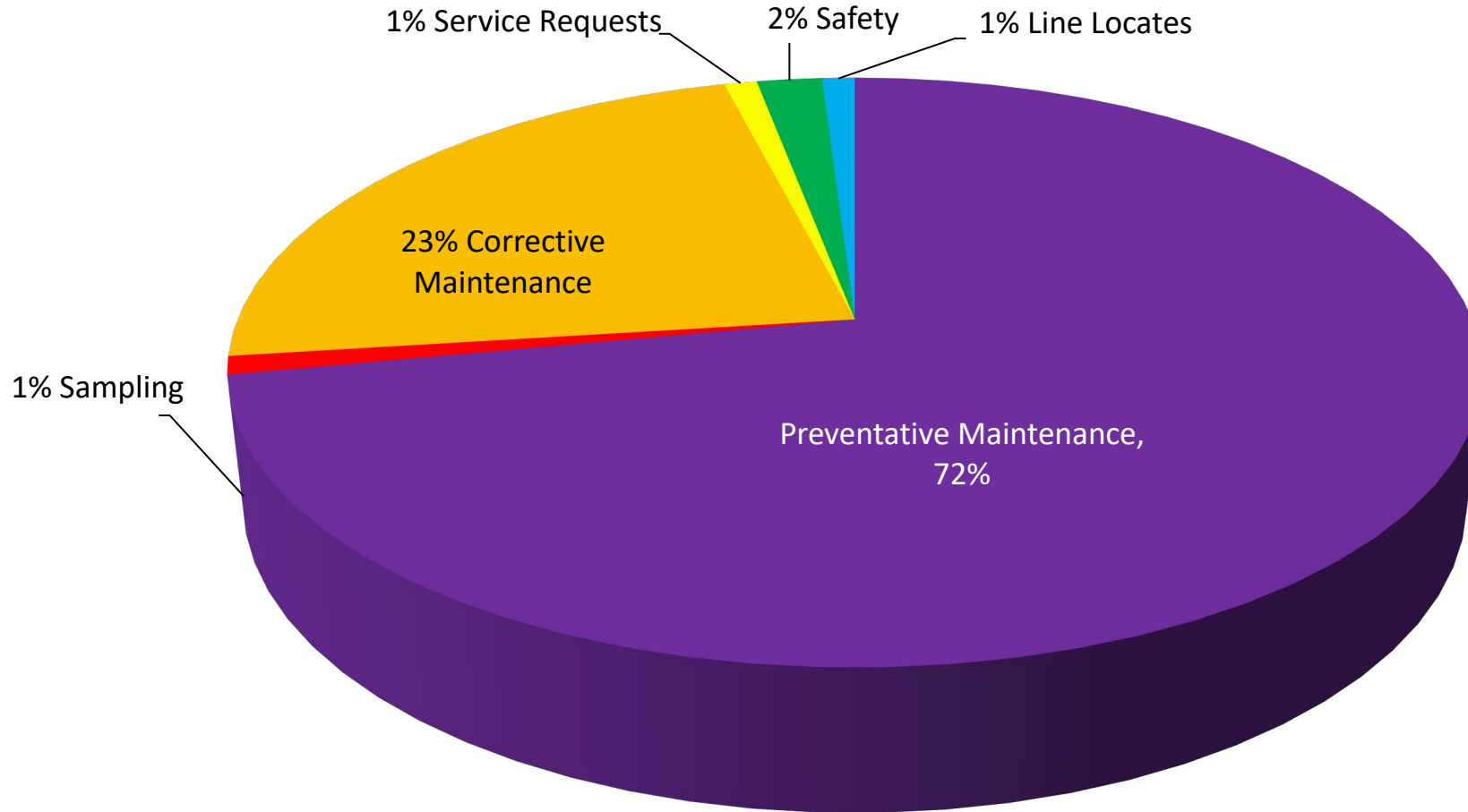
Quarterly Accomplishments Field Services



- Chip sealed 8 lane miles
- Installed new irrigation system, and new rock on E. Idaho Ave in the planter strip
- Installed 12 new water services
- Replaced 16 water meters that failed
- Repaired damaged well lines at the golf course
- 257 utility locates completed
- Full town swept
- Primary and secondary routes swept 2 times



Department Summary



Questions?





Police Stat Report

JULY 2022

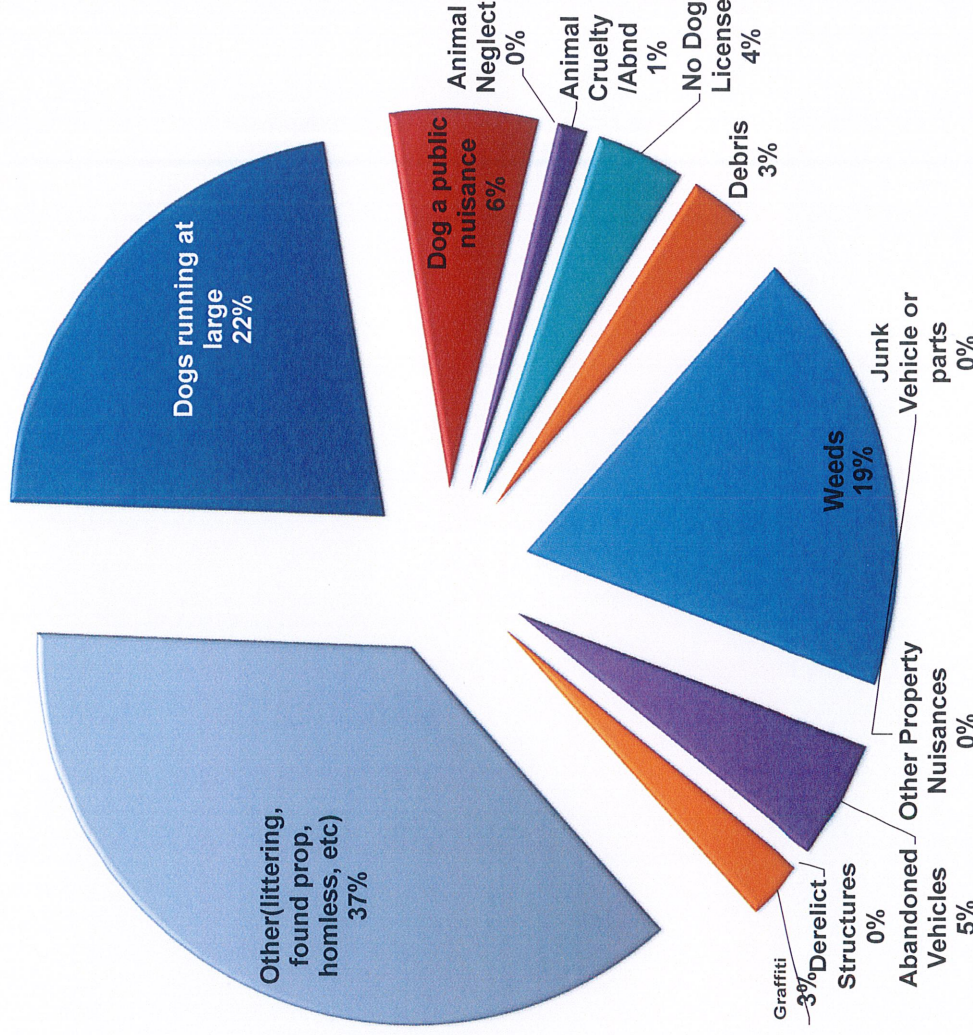
Activity	2022 May	2022 June	2022 July	YTD 2022	PRIOR YTD 2021
Calls for Service	1293	1218	1268	8475	9862
Case Activity	782	784	871	5358	6157
Murder	0	0	0	0	1
Manslaughter	0	0	0	1	0
Robbery	1	1	1	8	11
Sex Crimes	5	4	6	40	38
Burglary	11	13	5	89	109
Assault	10	11	12	88	87
Arson	0	0	0	1	2
UUMV / Auto Theft	5	5	8	54	61
Arrests	107	74	87	601	676
Arrests w/Use of Force	0	5	3	16	17
Gang Related Cases	3	3	3	25	36
Graffiti	5	2	3	37	56
Death Investigations	1	2	3	14	13
SRO Cases	1	0	0	29	60
Thefts	75	69	82	519	442
Traffic Stops	97	115	114	774	602
Cited Traffic/Parking	180	59	59	729	584
Traffic Crashes	27	34	46	253	288
Alarms	24	25	24	192	198

CODE ENFORCEMENT

JULY: 2022 Stats

Ontario Police Department

Violation	Jul-22	Column1
Dogs running at large	17	
Dog a public nuisance	5	
Animal Neglect	0	
Animal Cruelty /Abnd	1	
No Dog License	3	
Debris	2	
Weeds	15	
Junk Vehicle or parts	0	
Other Property Nuisances	0	
Abandoned Vehicles	4	
Derelict Structures	0	
Graffiti	2	
Other (littering, found prop, homeless, etc)	29	
Dogs taken to (Fetch This Kennel)	0	
Civil Penalties Issued	0	
C.P. Amount Sent	\$0	
Total Parking Citations	3	
Total Violations	84	
Total Cases	84	84



Notes: CODE ENFORCEMENT HAS BEEN MAKING MORE VERBAL CONTACT WITH PROPERTIES THAT HAVE VIOLATIONS ABATEMENTS ARE BEING DONE /WITH NO CIVIL PENALTIES BEING SENT AT THIS TIME. CODE ENFORCEMENT HAS BEEN VERY LUCKY AND HAVE BEEN GETTING COMPLIANCE FROM THE BUSINESS AND RESIDENCE WITH CLEANING UP THEIR PROPERTIES.

Jacobs

Public Works Department

Monthly Report

July 2022



Jacobs

Challenging today.
Reinventing tomorrow.



Monthly Business Review

Public Works Department

Contents:

- ENGINEERING DEVELOPMENT REVIEW SUMMARY
- WATER TREATMENT PLANT AND DISTRIBUTION SYSTEM SUMMARY
- WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY
- OPERATIONS MAINTENANCE SUMMARY
- FACILITIES, CEMETERIES & PARKS
- APPENDIX



July Business Review

DEVELOPMENT REVIEW

ACTIVITIES JULY 2022

- Issued 4 ROW Permits
- Attended 2 PDAC meetings to discuss new businesses.
- Attended 1 PDAC meeting to discuss the addition of residential housing.
- Attended the Jacobs monthly safety meeting.
- Inspected the abandonment of 2 Backflow devices on irrigation systems.
- Construction on the Beck Park Bathroom Remodel has started. To date they have completed the roofing and the sidewalk.
- Multiple plan reviews for new construction
- Multiple construction inspections
- Continuous updating of the GIS mapping
- Approximately 140 Cross Connection/Backflow letters were mailed out.



July Business Review

WATER: TREATMENT PLANT AND DISTRIBUTION SUMMARY

ACTIVITIES JULY 2022

- Water treatment staff run diagnostic checks (jar testing) weekly to ensure that the chemical dosing is correct for the river water quality
- Monthly Bacterial samples taken
- Crews adjusting the chemical delivery systems
- 17 water services turned on customer request
- 10 water services shut off customer request
- 28 water services shut off for non-payment
- 25 water services turned on for payment received
- 28 water services turned on/off read only customer request
- 32 water services checked for 0 consumption
- 10 water services checked for high consumption
- 9 water services shut off for repair customer request
- 10 water services turned on and verified leak repaired by customer
- 3 water services checked for leaks
- 7 water services check to verify off from the non-payment list
- 7 new water services installed
- 2 water meters removed customer request



WATER: TREATMENT PLANT AND DISTRIBUTION SUMMARY

ACTIVITIES JULY 2022

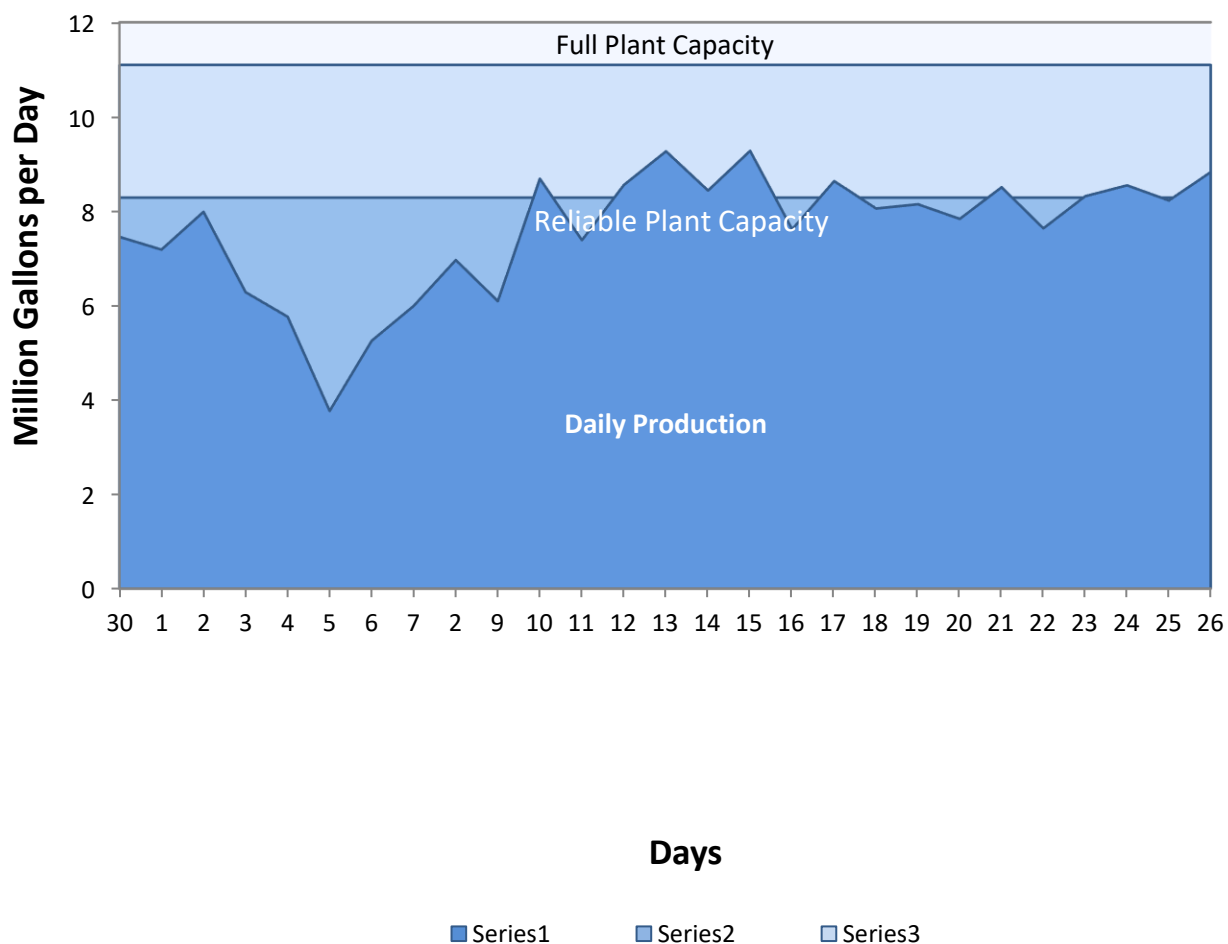


Installed new buoyant media retention screens



WATER TREATMENT PLANT PRODUCTION VS. CAPACITY

June 30-July 26, 2022



July Business Review

WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY

ACTIVITIES JULY 2022

- All sampling per the 2019 NPDES permit have been taken.
- All OSU and ASU covid 19 samples sent to lab
- Crew helping out at WTP for short staffing.
- Lagoon 1 sludge depth complete for July DEQ report, per the 2019 NPDES permit.
- Chlorine dosage pump maintenance.
- P well sampling, Sent to lab for testing.
- Cleaned out chlorine mixing chamber with help from collections.



WesTech Screen installation

WASTEWATER: TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY

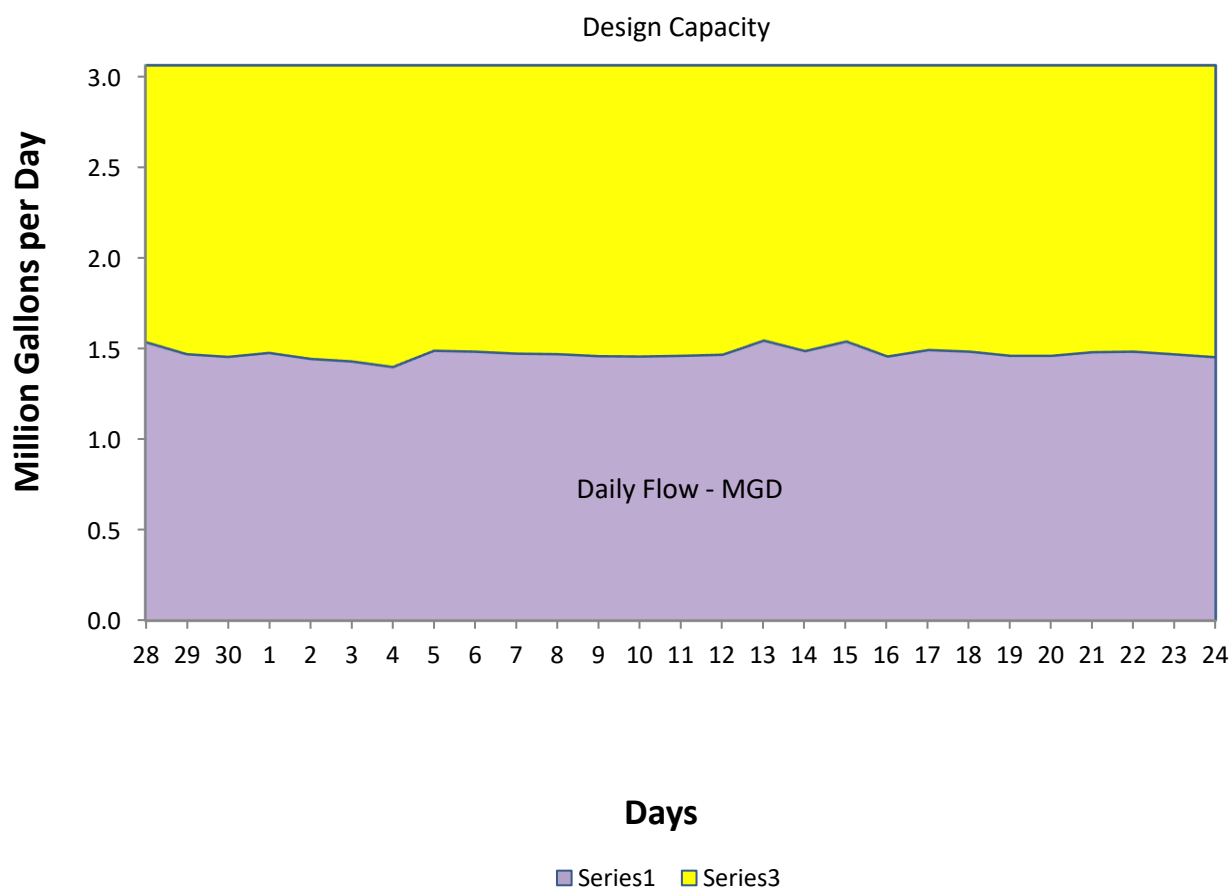
Contact Chamber Cleaning



WesTech Screen Building

WASTEWATER TREATMENT PLANT

ACTIVITIES JULY 2022

**Wastewater Treatment Flows
June 28 - July 24, 2022**

OPERATIONS MAINTENANCE: FIELD SERVICES AND STREETS SUMMARY

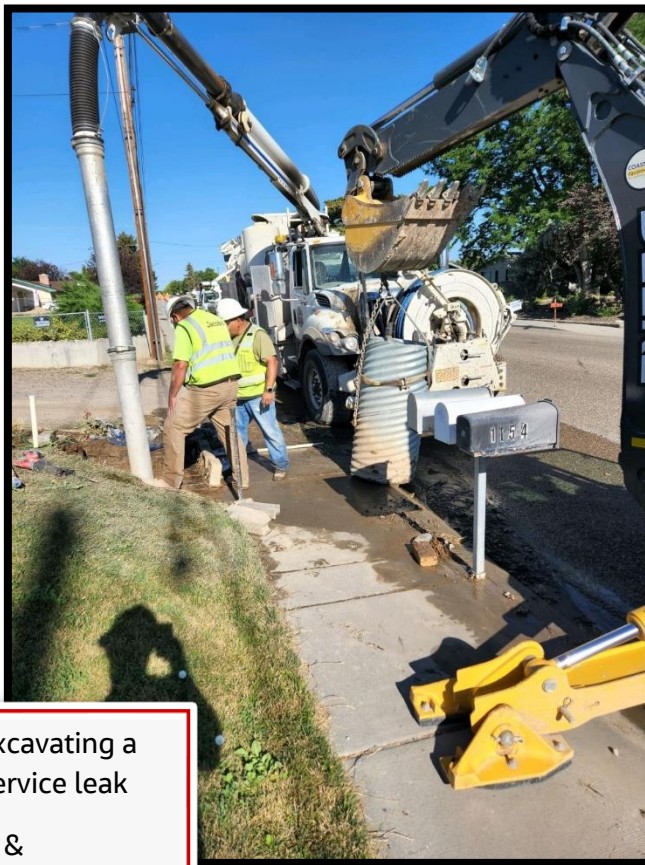
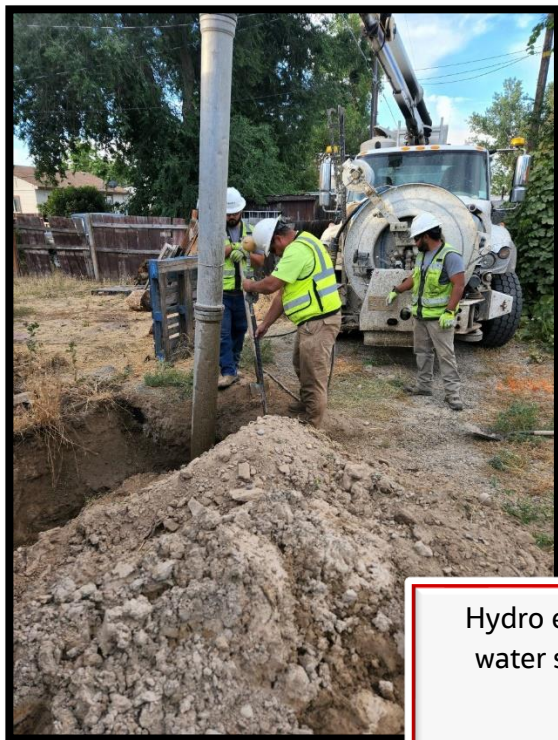
ACTIVITIES JULY 2022

- Chip seal area cleanup/fog seal prep – sweeping and flushing to remove any loose rock from the chip seal area
- Provided traffic control for Idaho Power to remove 4 pairs of shoes hanging on overhead communication lines
- Replaced the water service for the old golf course club house
- Pothole repair on SE 2nd St / E. Idaho over the traffic loops that control the signals
- Water system maintenance, repaired leaking services, broken meter boxes
- Repaired a water leak caused by a contractor, excavated through a water service. Repaired and replaced the water service.
- Swept the primary and secondary routes
- Swept downtown and the underpass 2 additional Fridays
- Removed homeless camp trash multiple times
- Hydro excavated the utility crossings for the SRCI Siphon project, found a couple conflicts that the contractor is working on solutions for during the pipe bursting.
- Equipment maintenance, replaced bushings and bearings on the street sweeper
- 77 Utility located completed



OPERATIONS MAINTENANCE: FIELD SERVICES AND STREETS SUMMARY

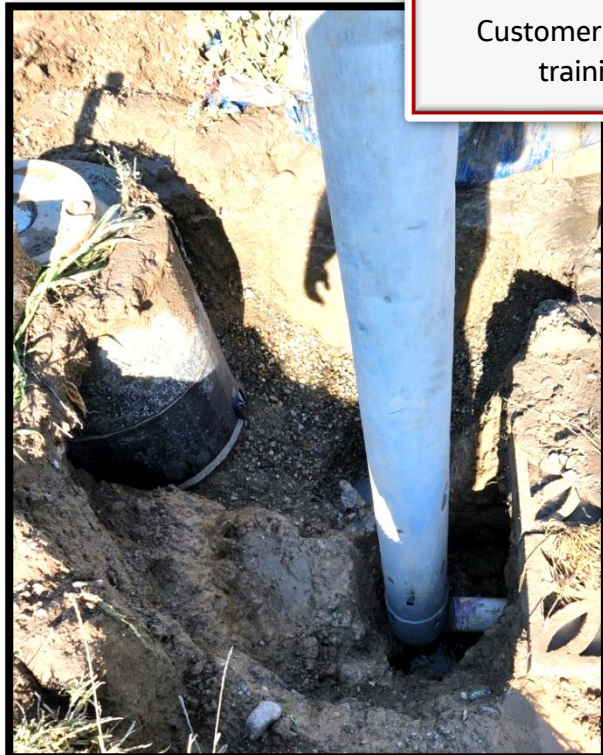
ACTIVITIES JULY 2022 CONTINUED



Hydro excavating a
water service leak

&

Customer Service
training

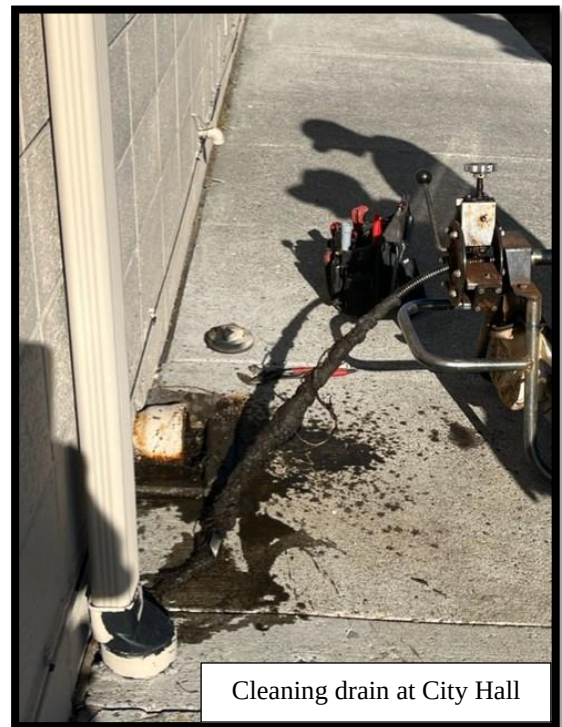


July Business Review

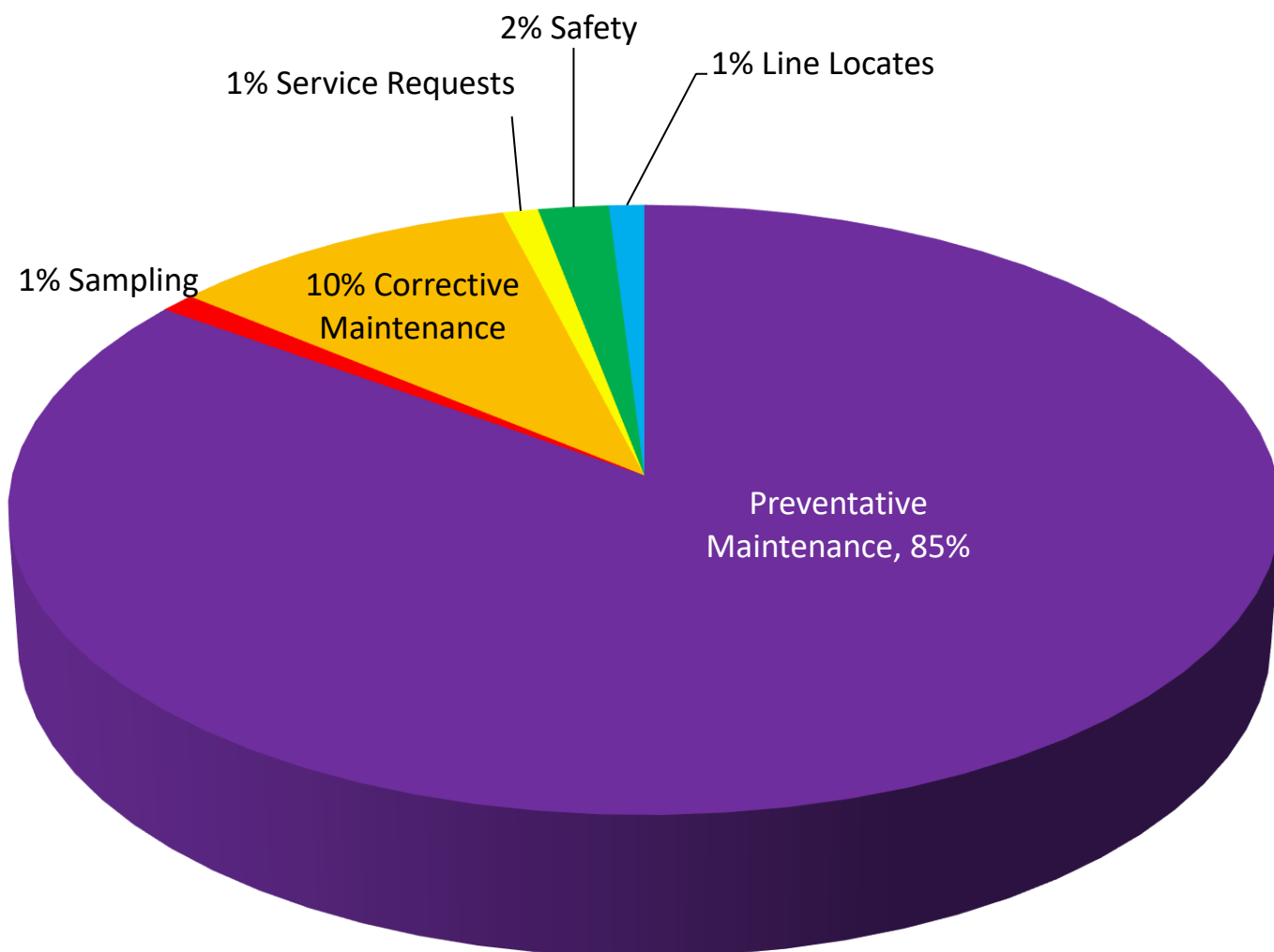
FACILITIES, CEMETERIES, AND PARKS SUMMAYY

ACTIVITIES JULY 2022

- 1 funeral at Evergreen cemetery and 0 at Sunset cemetery.
- Clean drain in apartment building behind City Hall.
- Installed TV at City Council Chambers.
- Replace AC unit in the evidence room at City Hall.
- Continue to do routine work in the Parks and Cemeteries.



OPERATIONS MAINTENANCE: BUILDINGS, PARKS, CEMETERIES AND STREETS SUMMARY



APPENDIX

PUBLIC WORKS DEPARTMENT

The City of Ontario Public Works Department consists of five Divisions that include Administration, Engineering, Water Treatment and Distribution, Wastewater Treatment and Operations (Streets, Stormwater, Buildings, Parks, and Cemeteries). The Department has 30 FTEs (full-time equivalent) employees. This service is provided via a Public-Private Partnership with Jacobs Engineering Group, INC.

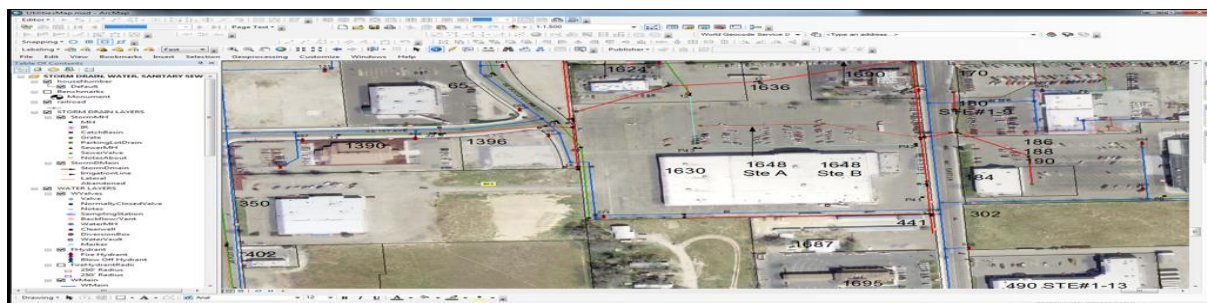
Public Works maintains a water system that complies with the EPA and Division of Health requirements. Staff also maintains the Wastewater Collection system and Wastewater Treatment facilities to meet DEQ standards. These same employees provide sewer and water line construction and maintenance to the City's transportation system (i.e.: streets, sidewalks, bicycle paths, storm-sewer systems, and other infrastructure within the city).

ADMINISTRATION

The Administration Division is responsible for the delivery of all of the contractual obligations and oversees the financial, human resource and all resource management processes. The Administrative Staff evaluate the needs for contracted services, implementing necessary service agreements, developing energy management strategies, and formulating short- and long-term programs and plans in conjunction with City Administration (City Management and City Council).

ENGINEERING

The Engineering Division Department works with other utilities, developers, and property owners in addressing utility issues, public improvements, subdivision development, local improvement districts and other municipal projects. The Department also maintains a set of Standard Specifications for providing uniform procedures for the installation. The staff reviews and approves construction plans for subdivisions, partitions, streets, sanitary sewer, water lines, and storm drainage construction projects. They also design projects, prepare bid documents, and provide project management for Public Works Capital Improvement Program (CIP) project improvements.



July Business Review

The Geographic Information System (GIS) database is maintained by Engineering Department staff. The department also provides support to the city by creating, analyzing, and maintaining the city's geographical digital data. They provide updates to the record maps for all city utilities, right-of-way, easements, land division plots, and city base maps.

OPERATIONS MAINTENANCE

Public Works maintains more than 122 lane miles of improved streets and more than 9 miles of alleys and is responsible for resurfacing, repairing, and maintaining the streets, installing, and maintaining street signs and markings, tree trimming, and repairing all established pavement markings. This Division also completes excavation and repair of deteriorating streets, gravel road grading, street sweeping, crack sealing, chip sealing, snow removal and sanding during the winter months, and weed control along the alleys. Public Works assist Ontario Chamber of Commerce by placing Holiday decorations on streetlights during the season.

ONTARIO PUBLIC WORKS MAINTAINS MORE THAN 122
LANE MILES OF IMPROVED STREETS 9 MILES OF ALLEYS
CHIP SEALS LAST A MINIMUM OF 8 YEARS, AND PUBLIC
WORKS CHIP SEALS 7 MILES PER YEAR 56 MILES OF STORM
DRAIN COLLECTION LINES, AND 1,450 CATCH BASINS

As part of the annual Street Maintenance Program, crews chip seal street surfaces in the summer months to protect them from water and weather damage and to keep them in good condition. Chip seal roadway treatments help to maintain the existing pavement, delaying further aging resulting from water and sun, and provides a moisture barrier

to existing pavements by sealing surficial cracks. A chip seal application provides substantial savings to taxpayers and can last 8 to 10 years with just minimal roadway maintenance required. The city chip seals approximately 10 miles of streets per year.

The Ontario Park system consists of both active and passive recreational areas. There are four neighborhood parks, one community park, one large urban park, and numerous special use sites in the park system. In total, the city owns 13 park and recreational areas representing more than 1,012 acres of land. The city also owns the Wayne King Skateboard Park. There are two municipally owned and operated Cemeteries – Evergreen and Sunset Cemeteries. The Operations Division is responsible for the operation and maintenance of those areas. Included in their responsibilities are all municipal buildings. This includes general maintenance and repair work, the implementation of preventative maintenance programs, and the administering of service contracts (janitorial, HVAC, electrical, elevator, etc.). This division is also charged with the oversight of facility-related projects, including remodels and systems upgrades.

WATER TREATMENT PLANT

Water treatment plant staff is responsible for treatment of the city's drinking water supply. They must reliably produce high-quality water in adequate volume to meet city needs. Besides the daily laboratory checks, there are monthly, quarterly, and yearly reports.

There are two sources of water for Ontario's estimated 11,090 residents: 80 percent comes from the Snake River and 20 percent comes from wells. Two plants treat the City's water. One is a conventional filtration plant, and the other is an up-flow clarifier. The steps for treatment are flocculation, sedimentation, filtration, and disinfection, which meet the compliance of the Oregon Health Authority (OHA).

The Oregon Health Authority requires an operator be on duty 365 days a year. Ontario customers account for 3,845 water services, not including Snake River Correctional Institute (SRCI).

THE WATER TREATMENT PLANT HAS A RELIABLE CAPACITY OF 8.3 MGD AND A MAXIMUM CAPACITY OF 11 MGD.

APPROXIMATELY 80 PERCENT OF WATER COMES FROM THE SNAKE RIVER, THE OTHER 20 PERCENT FROM WELLS.

The Water Treatment Plant has a reliable capacity (capacity with the largest pump out of service) of 8.3 Million Gallons Per Day (MGD) and a maximum capacity of 11 MGD.

MAINTAINS 80 MILES OF WATER MAINS.

The water treatment plant average production is 6 MGD and the City's largest industrial user, Heinz Frozen Foods, uses an average of 2.2 MGD of that water.

The City retains surface and groundwater rights permits for a combined total of 38.23 cubic feet per second (cfs), 24.71 MGD for municipal use. One hundred percent (100%) of the City's potable water is treated and disinfected at the water treatment plant. The plant has an original 8-MGD design capacity based on the optimum filter loading rates. The City expanded its treatment capacity in 2006, through the addition of two adsorption clarification and filtration tanks.

Water Distribution System include maintenance and repair of approximately 97 miles of water lines and 3,625 services that include service installations, mainline installation, meter reading, maintenance of more than 600 fire hydrants, and valve exercising of more than 1,700 water valves.

WASTEWATER TREATMENT PLANT

The wastewater treatment plant collects wastewater from the entire city and SRCI. The prison accounts for approximately 16 percent of the flow to the plant.

Wastewater treatment plant operators use a conventional treatment system of aerated lagoons and secondary chlorination treatment. Effluent from the treatment process is used to irrigate forage crops during the growing season. Nine lift stations transport sanitary sewer waste to the Wastewater Treatment Plant. Wastewater is screened and the flow measured at the headworks. Five cells (lagoons) with 25 mechanical aerators assist with biological treatment. Onsite generation of chlorine is used for disinfection.

PUBLIC WORKS MAINTAINS 78 MILES OF SANITARY SEWER LINES THROUGHOUT CITY LIMITS

Average discharge volume is approximately 1.5 MGD. Winter discharge is to the Snake River from November through March. Summer discharge is land applied to approximately 353 acres of cropland at the Skyline Farm. Sewer collection duties include maintenance and repair of approximately 78 miles of sanitary sewer lines within the city. Responsibilities include constructing new pipelines, cleaning all gravity sanitary sewer lines, repairing or replacing sanitary sewer lines as needed, providing line locations for all water and sewer lines, and maintaining eight lift stations plus a bar screen and one lift station from SRCI. The city has approximately 56 miles of storm drain collection lines and 1,450 catch basins throughout city limits. Duties include storm drain maintenance and repair, cleaning of approximately 11 miles of storm drain lines, and cleaning the catch basins.



July 2022 ACTIVITY REPORT



July 2022



Emergency Medical:

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

CITY	187
RURAL	16

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

Hazmat Team Calls:

0

Fire Related Emergency Calls:

(Types of fire related calls responded to: Rescue calls, building fires, vehicle fires, smoke detector/fire alarm activation, unauthorized burning, etc.)

	TOTAL	General	Mutual Aid
CITY	34	6	1
RURAL	17	11	5

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

TOTAL CALLS FOR MONTH

CITY	221
RURAL	33

Firefighter Training:

6/28 – Haz-Mat de-contamination set-up and operations.

7/5 – Water rescue scenarios at Beck-Kiwanis Park.

7/12 – The staff trained on Life Flight landing zone policies and procedures. They also trained on master stream operations using ladder truck #109.

7/19 – The staff did walk throughs at Malheur County Fairgrounds and the new River Park housing project. They reviewed the emergency operations plan to prepare for any type of incident.



July 2022



Permits Issued:

City Open Burns 1

City Burn Barrels 2

Rural Open Burns 15

Rural Burn Barrels 7

Community Involvement:

6/29 – The firefighters did a public education visit to Giggles and Grace childcare center.



7/8 – Interviewed new Administrative Assistant candidates. May Swihart, Human Resources, facilitated the interviews.





July 2022



7/9 – Fire staff attended a final farewell for our brother, Chief Brad Trosky-Johnson.



Community Involvement Continued:

7/14– Malheur County Emergency management team held their meeting at the Public Safety training center, Chief Iwai, Chief Leighton and other staff attended.

7/15 – Chief attended the Grand opening for the new River Park housing project.

7/16 – Ontario Fire Department Chief Leighton, fire staff, Councilor Mills, and May Swihart conducted oral interviews for the new career firefighter candidates.

7/21 – Some of the staff attended the Snake River Fire Chiefs meeting in Midvale, ID.



July 2022

Summary of Calls of Interest:

City Incidents:

6/26 1330 SW 4th St. Rescue 1 responded to a commercial alarm at the Armory. The alarm was set off by helium balloons, which had been detected as smoke.

6/28 200 block NW 9th Ave. R1 responded to a residential front yard fire. The family put spent fireworks in a garbage bag, which then ignited.

6/28 and 7/3 995 Oregon R1 responded a few times due to a fire alarm system malfunction.

6/28, 6/29, 7/5, and 7/10 Rescue 1 responded to a false alarms at St. Al's, Wal-Mart, and Holiday Inn, for system malfunctions.

6/30 585 S. Park Blvd. R1 responded to a carbon monoxide alarm. They checked the levels with the four-gas monitor and did not find any levels out of the normal ranges.

6/30 1414 SW 5th Ave. Three crews responded to an illegal grass burn that was threatening storage unit properties.

7/3 I-84 MP 375 Rescue 1 responded to a grass fire along the freeway shoulder of the EB lanes.

7/3 949 N. Oregon R1 crew responded to an electrical fire from arching wire splices for an air conditioner.

7/4 The staff responded to 4 different fires caused by fire works on this day.

7/8 175 NE 6th Ave. R1 responded to Heinz / Simplot but was cancelled before they arrived.

7/8 286 SE 4th St. Multiple crews and other fire agencies responded to the fire in the Buddhist Temple. This fire had heavy smoke and high heat in the basement where the fire originated.



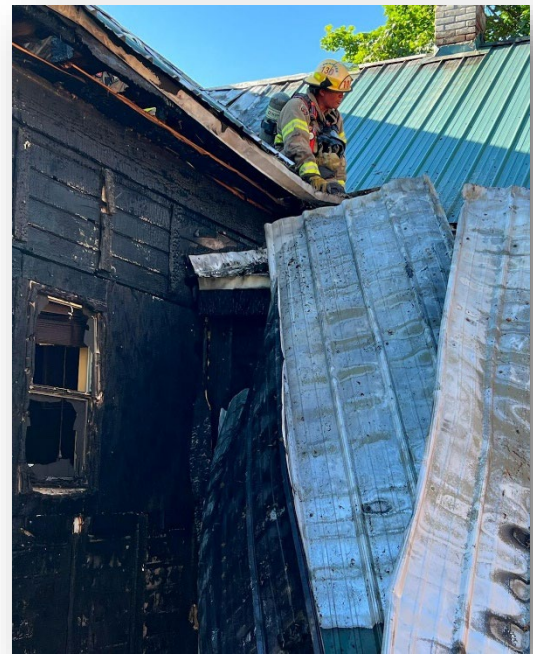


July 2022



City Incidents Continued:

7/10 1011 1st Ave N. Payette One engine and crew responded for mutual aid to Payette for a house fire.



7/10 3375 SW 18th Ave. Crews responded to a motorhome fire that was being used as a permanent residence. The occupant was cooking on the stove and left the area with the fire on, and the fire spread to the kitchen area.

7/12 2511 SW 4th Ave. Rescue 1 responded to a mobile home and carport on fire. The fire was controlled quickly with little damage.

7/14 3132 SW 4th Ave. R1 responded to a gas smell. They were unable to locate anything and there was no gas connection to the house.

7/21 56 SE 5th Ave. Rescue 1 responded to a vehicle that was put out by passers-by.

7/21 106 SE 2nd St. R1 crew assisted OPD with forcing entry of a door to gain access for a DOA patient they also loaned the police officers some tools to use.



July 2022

Rural Incidents:

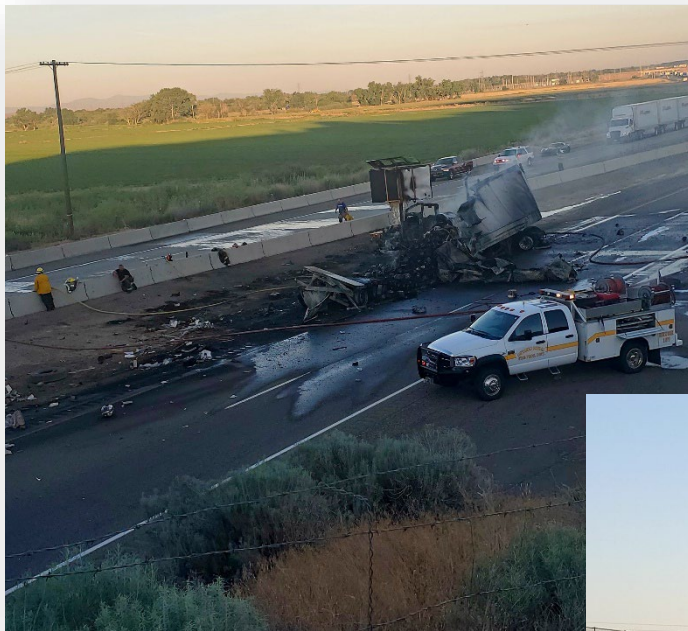
6/27 418 SW 16th Ave. Four crews responded to a garbage fire that spread to a grass and weed field.

6/27 1050 Lucky Ln. Rescue 1 responded to a boom and a fire from a piece of Idaho Power equipment. The fire was out when the crew arrived.

6/28 12th Ave. E / N. G Rd. and Jacobson Gulch Multiple crews responded to mutual aid Vale fire and Vale BLM for a large grass fire that was spreading rapidly.

6/29 Vista and Morgan Rescue 1 responded to a post on fire.

7/7 I-84 MP 373 Numerous crews and mutual aid departments responded to a fully involved semi-truck that had left the freeway, hit the bridge column, and caught on fire.





July 2022



Rural Incidents Continued:

7/9 and 7/19 Mutual aid New Plymouth Crews responded to assist with large haystack fires.

7/10 3900 E. Island Rd. R1 responded to an electrical fire in a light fixture.

7/12 638 Railroad Multiple crews responded to an illegal burn that spread to the neighbor's tire pile and shed. The crew contained the fire before it got into the shed.

7/17 Imperial and Clark Nyssa Brush 157 responded to mutual aid Nyssa fire with a grass fire.

7/17 I-84 MP 370 Numerous crews and mutual aid departments assisted us with a large grass fire that started along the freeway and spread to at least 20 acres.

7/20 680 Sugar #15 Rescue 1 responded to an RV fire. Upon arrival the fire was controlled by neighbors. The fire appeared to have started by an overheated cord that had large appliances plugged into it.

7/24 1231 NW 20th Ave Three crews and Chief Leighton responded to a field fire and vehicles and trailers in the field were also on fire. There were lumber piles and railroad ties also burning. The fire started from a neighbor's trash burn pile.

MALHEUR COUNTY COURT MINUTES

July 20, 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 was 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 # [2022-3321](#)

ROAD ACCEPTANCE - MCKROLA

Surveyor/Engineer Tom Edwards presented a road dedication on a partition plat for the Court's consideration. Commissioner Hodge moved to accept road dedication of a portion of Birch Road on Derrick and Michelle McKrola's Partition Plat #22-14. Commissioner Jacobs seconded and the motion passed unanimously. See instrument # [2022-3319](#)

COURT MINUTES

Commissioner Jacobs moved to approve Court Minutes of July 13, 2022 as written. Commissioner Hodge seconded and the motion passed unanimously.

JUVENILE DEPARTMENT DIRECTOR

Ms. DuBois explained that after scoring of the candidates interviews there are three candidates within one point of each other and suggested the Court conduct second interviews. The Court requested that second interviews be scheduled for next week, July 27th.

BURN BAN

Commissioner Jacobs moved to approve Order No. GO-07-22: Order Prohibiting Outdoor Open Burning in Unincorporated Areas of Malheur County Located Outside a Fire District. Commissioner Hodge seconded and the motion passed unanimously. The ban begins July 22, 2022. See instrument # [2022-3322](#)

EMPLOYMENT AGREEMENT - NEW

Commissioner Jacobs moved to approve Temporary Employment Agreement Dispatcher - Malheur County Sheriff's Office with Charlotte New. Commissioner Hodge seconded and the motion passed unanimously. The agreement terminates December 31, 2022. See instrument # [2022-3323](#)

INTERIM ENVIRONMENTAL HEALTH DIRECTOR - EVANS

Commissioner Hodge moved to approve Agreement between Malheur County Court and Malheur County Planning Director Eric Evans for Additional and Temporary Duties of Interim Environmental Health Director. Commissioner Jacobs seconded and the motion passed unanimously. The agreement expires August 15, 2022. See instrument # [2022-3324](#)

MCDC REQUEST

Commissioner Jacobs explained that MCDC is requesting the retainment of the services of Gregory Smith & Company for the Treasure Valley Reload Center and that the County provide \$15,000 per month as compensation. County Counsel Stephanie Williams shared a draft of an agreement for funding she is working on and asked for direction from the Court. The agreement is between the County and MCDC; the County would provide funding to MCDC for a project manager. The agreement does not specify who the project manager is; funding proposed is \$6,000 to \$9,000 a month. Ms. Williams reviewed several other proposed terms in the agreement. Commissioner Jacobs said that after extended discussion with MCDC board member Corey Maag and chair Grant Kitamura, the project does not have sufficient funding to pay for a project manager; funding the County is using for the project manager is through lottery funds for economic development. Commissioner Hodge moved to authorize County Counsel to forward the draft agreement to MCDC's attorney for consideration. Commissioner Jacobs seconded and the motion passed unanimously.

PUBLIC COMMENTS

Mike Walker: Good job County Court.

Les Zaitz encouraged the Court to request that the MCDC Board hold their meetings in-person rather than telephonically to enable greater public attendance.

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.

MALHEUR COUNTY COURT MINUTES

July 27, 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 was present. Also present were: Nyssa City Manager Jim Maret, Nyssa City Mayor Betty Holcomb, and Jim Mendiola. 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 # [2022-3393](#)

FIRST PUBLIC HEARING - PSILOCYBIN

Judge Joyce opened the first public hearing for consideration of Ordinance 228: An Ordinance Prohibiting the Establishment of Psilocybin Product Manufacturers and Psilocybin Service Centers within the Unincorporated Area of Malheur County; A referral to Electors. Notice of the hearing was published in the Argus Observer and posted on the County website. In November 2020 Oregon voters approved Ballot Measure 109, which allows for psilocybin product manufacturers and service centers and is regulated by the Oregon Health Authority; OHA will begin accepting applications for psilocybin-related licenses January 2023. ORS provides for an opt out provision in which the County Court may adopt an ordinance to be referred to the electors at the general election prohibiting psilocybin manufacturers and service centers.

Judge Joyce asked for public comments. Written comments were received from Michelle Ericksen urging the County to not opt out of Measure 109. See instrument # [2022-3394](#) for the written comments.

Nyssa City Manager Jim Maret commented that the Nyssa City Council had recently passed an ordinance and resolution to put the matter on the ballot in November.

Judge Joyce closed the hearing; the next hearing is August 10, 2022.

CROSSING PERMIT

Commissioner Hodge moved to approve Crossing Permit #34-22 to Idaho Power Company for installation of a junction pole on Evergreen Road #941. Commissioner Jacobs seconded and the motion passed unanimously. The original permit will be kept on file at the Road Department.

COURT MINUTES

Commissioner Jacobs moved to approve Court Minutes of July 20, 2022 as written. Commissioner Hodge seconded and the motion passed unanimously.

FUND TRANSFER RESOLUTION

Commissioner Hodge moved to approve Resolution No. R22-19: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Jacobs seconded and the motion passed unanimously. The resolution accounts for end of the 2021-2022 fiscal year necessary budget transfers. See instrument # [2022-3395](#)

FUND TRANSFER RESOLUTION - EXTENSION SERVICE DISTRICT

Acting as the governing body of the Malheur County Agricultural Educational Extension Service District, Commissioner Hodge moved to approve Resolution No. R22-20: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Jacobs seconded and the motion passed unanimously. The resolution accounts for end of the 2021-2022 fiscal year necessary budget transfers. See instrument # [2022-3396](#)

FUND TRANSFER RESOLUTION – ASD

Acting as the governing body of the Ambulance Service District, Commissioner Hodge moved to approve Resolution No. R22-21: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Jacobs seconded and the motion passed unanimously. The resolution accounts for end of the 2021-2022 fiscal year necessary budget transfers. See instrument # [2022-3397](#)

MENTAL HEALTH ADVISORY COMMITTEE

Commissioner Jacobs moved to appoint Michelle Belnap as the Community Member representative to the Malheur County Community Mental Health, Local Alcohol and Drug and Developmental Disability Advisory Committee. Commissioner Hodge seconded and the motion passed unanimously.

AGREEMENT - DR SMITH

Acting as the governing body of the Ambulance Service District, Commissioner Jacobs moved to approve Professional Service Agreement Supervising Physician to Emergency Medical Service Providers with Malheur County with Morris H. Smith, MD. Commissioner Hodge seconded and the motion passed unanimously. Dr. Brian Kitamura resigned as the supervising physician. The term of Dr. Smith's agreement is August 1, 2022 through July 31, 2023; compensation is \$500 per month.

COMMITTED FUND BALANCES

Commissioner Hodge moved that the Malheur County Court hereby report the 2021/2022 ending fund balances of the following Special Revenue Funds as "Committed Fund Balances." These committed fund balance amounts can only be used for the specific purposes for which they were imposed unless the Malheur County Court removes or changes the specified use by taking the same type of action (legislation, resolution, or ordinance) it employed to previously commit those amounts.

The Special Revenue Funds are: Major Bridge, Surveyor Corner Preservation, Community Corrections, Law Library, Boat License, Corrections Assessment, DA (District Attorney) Enforcement, Taylor Grazing, Task Force, Ambulance Service District, Juvenile Crime Prevention, Economic Development, Agricultural Educational Extension Service District, 911 Fund, Traffic Safety, Court Facilities Security, State Drug Court, State Mediation, CVSO (County Veterans Service Officer) Expansion, Search & Rescue, GIS (Geographical Information System) Maintenance, Clerk's Record Fund, Special Transportation Fund, Work Release Construction, Federal Forfeitures Fund, and American Rescue Plan.

Commissioner Jacobs seconded and the motion passed unanimously. This motion is effective nunc pro tunc as of June 30, 2022.

RESIGNATION - EDWARDS

Commissioner Jacobs moved to accept the resignation of Surveyor/Engineer Tom Edwards effective September 30, 2022.

Commissioner Hodge seconded and the motion passed unanimously.

FIRST PUBLIC HEARING - MARIJUANA RETAIL TAX

Judge Joyce opened the first public hearing for consideration of Ordinance No. 229: An Ordinance Relating to a Tax Imposed on the Sale of Marijuana Items that are Sold in the Unincorporated Area of Malheur County by a Marijuana Retailer Who Holds a License Issued Under ORS 475C.097 - if Ordinance 210 is Repealed; and Referring this Ordinance to the Voters for Approval. Notice of the hearing was published in the Argus Observer and posted on the County website. The purpose of the ordinance is to establish a 3% tax on the retail sale of marijuana items in the event Ordinance No. 210 (prohibits activities related to marijuana) is repealed. An ordinance imposing a local tax on the sale of marijuana items can only be referred to voters at a general election. A measure, initiated by petition and signatures, may be on the ballot at a future election to repeal County Ordinance No. 210. No public comments were received. Judge Joyce closed the hearing. The next hearing is August 10, 2022.

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 Hodge and Commissioner Jacobs present. Also present were Administrative Officer Lorinda DuBois and Eluterio (Ted) Martinez. No decisions were made during 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 Hodge and Commissioner Jacobs present. Also present were Administrative Officer Lorinda DuBois and Jennifer Schaffer. No decisions were made during the session.

JUVENILE DEPARTMENT DIRECTOR

Commissioner Jacobs moved to authorize Ms. DuBois to make an offer for the Juvenile Department Director position to the number one candidate. Commissioner Hodge seconded and the motion passed unanimously.

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.