

**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, APRIL 9, 2024, 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 _____
Penny Bakefelt _____ Eddie Melendrez _____ Mayor Debbie Folden _____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on April 5, 2024. 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) CONSENT AGENDA

- A) Adoption of Council Meeting Minutes: February 27, 2024 and March 12, 2024
- B) Proclamation: Vietnamese-American Remembrance Day April 30, 2024

5) 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.

6) PRESENTATIONS

- A) Community In Action Emergency Shelter Update: Priscilla Garcia
- B) SREDA Update: Kristen Nieskens
- C) Recreation District Update: Andrew Maeda

7) NEW BUSINESS

- A) Resolution #2024-105: Supplemental Budget to Purchase Travel Cars
- B) CDBG Grant Administration Services for New Secondary River Intake Project
- C) Authorization to Apply for Safe Drinking Water Revolving Loan Funds (SDWRLF) for a New 3.0 MG Storage Tank
- D) Resolution #2024-106: Safe Drinking Water Revolving Loan Fund Application
- E) Safe Streets for All Grant (SS4A): Kittelson Task Order for Comprehensive Safety Action Plan

8) PUBLIC HEARING

- A) Accept Right of Way for a Portion of NW 4th Avenue, per Approved Partition Plat, Approved Under Planning Action 2022-08-22 SUB

9) DEPARTMENT HEAD UPDATES

- A) Finance Department: Monthly Update
- B) Fire Department: Quarterly Report
- C) Police Department: Quarterly Report

10) DISCUSSION ITEMS

- A) Mayor/Council Compensation
- B) Update on BM 110
- C) Community Renewable Energy Program

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

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11) HAND-OUTS

- A) Department Stats: PW, OFR (March 2024)
- B) Minutes: County Court 02-08-2024, 03-13-2024, 03-20-2024, 03-27-2024; Airport 03-04-2024; DAC 12-20-2023, 02-21-2024
- C) Check Register: Feb-Mar 2024

12) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

13) ADJOURN



CITY COUNCIL MEETING MINUTES February 27, 2024

The scheduled meeting of the Ontario City Council was called to order by Mayor Deborah Folden at 6:00 p.m. on Tuesday, February 27, 2024, in the Council Chambers of City Hall. Council members present were Deborah Folden, Penny Bakefelt, Susann Mills, John Kirby, Sam Baker, and Eddie Melendrez. Ken Hart was excused.

Members of staff present were Dan Cummings, Laura Reyes, Clint Benson, Casey Mordhorst, Marshall Pierce, Andy Woods, and Michael Iwai.

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

AGENDA

This Agenda was posted February 23, 2024. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

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

CONSENT AGENDA

MILLS moved, KIRBY seconded, **TO ADOPT THE CONSENT AGENDA, WHICH CONSISTED OF APPROVAL OF COUNCIL MEETING MINUTES OF FEBRUARY 13, 2024**. Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-out; Bakefelt-yes; Melendrez-yes; Folden-yes. Motion carried 6/0/1.

PUBLIC COMMENT

Billy Carter, Ontario, stated: *Madam Mayor, Council, my name is Billy Carter. I live in Ontario, Oregon. I'm speaking tonight as a concerned citizen. For the record, I am a member of the City of Ontario's Diversity Advisory Committee, but I am not speaking on behalf of the committee. As you might now, previously, a previous City Council established a Diversity Advisory Committee and included a requirement that would never allow the committee to be dominated by any one group of people. Some of you on this Council had problems with that language, and it was removed, and a current ordinance was adopted without that language. At a City Council meeting on January 23, 2024, there were various incorrect misleading statements made by some of the Council members and administration that cast a disparaging perception on the Diversity Committee. I'm extremely disappointed and frustrated that in that official capacity no one vetted, corrected, or addressed the false information. Unfortunately, Councilman Hart is not here tonight, but the statements I'm about to make does concern him. Council Hart made statements like the Diversity Committee has inappropriate criteria. He also stated that the committee selects members based on income, race, and economics. In addition to those comments, he stated that the committee put people in boxes. Following that false comment, he stated that the committee tried to take over the Council's duties of appointing committee members. Councilman Kirby insinuated that the committee had created some legal issue for the city, which was totally unfounded. This information was so far from the truth and, really, it just irritated the living daylights out of me. To my knowledge, the committee has never asked for the power to appoint. I personally remember requesting that the Diversity Advisory Committee be included, in an advisory capacity, to assist the Council in matters to facilitate diversity for this city. If you recall, the recommendation to have a committee to review the applications and provide feedback to the Council actually came from "that" podium, and we just agreed to do it. My personal belief is that the Diversity Advisory Committee is being sabotaged and discredited, by design, to discourage*



participation and to diminish its effectiveness. I volunteer in this community because I think it's a good community to live in, and I expect, and hope, that people elected to represent us, take a holistic approach to representing and supporting all aspects of the members of this community. Thank you. Unfortunately, Councilman Hart is not here tonight. Had I realized a lot of this was as a result of his comment, so if you would like me to return and address the issues, or how you would like to do it, I'd be more than happy to do so.

Councilor Melendrez thanked Mr. Carter for sharing his concerns. He asked him to speak about how long he'd been on that committee.

Mr. Carter: *I'm not sure. But I think I've been on the committee for about six, maybe five or six years.*

Councilor Melendrez stated he thought the committee was created in 2017, so even the language that was put in place, neither he or Mr. Carter were not there to put that ordinance in place. Was that correct?

Mr. Carter: *No. The ordinance came from the City Council at that time. The committee does not, and should not, be creating ordinances or changing ordinances or updating ordinances. That's the City Council's duties and responsibilities. However, the duty was passed down to us a year ago, as a result of the Council's concerns and so forth, and we ended up, the committee, ended up coming back with recommendations. But, in fact, that should have come from the City Council. We should never be able to do that. We are here to serve at the pleasure of the Council, and, so, anyway, yeah.*

Councilor Melendrez encouraged Mr. Carter to return, and he voiced his confusion as to why this discussion continues to be brought up when the Council had already changed the ordinance last August when this first came up with the Council, when people didn't see that it was the correct language, even though some of them still didn't agree with it, the committee did agree to change it in the end. If that language was changed, why does this keep coming up. The committee was asked, by this Council, or maybe the previous Council, to make recommendations. He again encouraged Mr. Carter to come back to a future meeting to discuss this further.

Mr. Carter: *Sure, I'd be more than happy to. If I may, I don't want to exceed my time, but if I may, I did go out and do some research, based on the allegation that was made by, you know, a couple of members of this Council, I did go out and do some research on whether or not the language was discriminatory, because that was the allegation, that the language was discriminatory. I started with the governor's office, I talked to the City of Albany, I talked to an attorney that, they're versed in diversity and inclusion, I talked one of the premier trainers on diversity and inclusion, and they all agreed that the language was not discriminatory in any shape, form, or fashion. I did not bring that information back to the Council because the committee decided to strike the language and go forth. They said there's no sense in debating it, but I did go out and do the research to prove that the position that I took, and that is that the language was not discriminatory in any shape, form, or fashion, and I did that. So, I don't know if the Council, you know, did any research or asked anybody to substantiate their claims or not, but that's what I did.*

Councilor Kirby stated that since Mr. Carter had mentioned his name, he and Mr. Carter had discussed the action of the Diversity Committee, and it was the action of the committee that wrote the changes, not necessarily the Council. For his comments, he didn't wish to state that the Diversity Committee was in any way illegal, it was that hiring practices for the city were done by the HR Department, and there was a certain amount of that language that was privileged. After their conversation, and where Mr. Carter tried to give him the vision of the Diversity Committee, he felt okay in his statements.

Mr. Carter: *Yes, we did meet for coffee and, you know, I did explain to you what I had done. But here's the position that I take, and I can't speak for the committee as a whole, but the position that I take is you have the best group of professionals, very qualified individuals on this committee that can be of great service to this city and the City Council, if utilized, and I don't see anything wrong with, I know I did it when I was out at SRCI, and I've even seen the Chief of Police do it here, in the City of Ontario. You involve people in the community on your interview panels to get a diverse, you know, a good perspective and a good representation of the panel. So, that's the position that I take, that the committee would like to have somebody from the Diversity Committee to sit in on interviews or participate in interviews and things like that. I don't see anything wrong*

with that. I don't see where there would be personal information that would be discussed in an interview setting that would be, you know, controversial. I mean, that's my position.

Councilor Kirby stated Mr. Carter was speaking for himself, not the committee, and he believed they'd be appointing a new member later during this meeting. He felt this needed further exploring, and appreciated Mr. Carter speaking his thoughts. For himself, he wanted to make a committee that worked for the community, with community members and the Council, not trying to inhibit their activities unless by rule of law.

Councilor Melendrez stated his agreement with Mr. Carter in that he never thought the committee wanted to take the power to hire and fire city staff, but just to sit on panels to give a different perspective, or give recommendations to the city.

NEW BUSINESS

Appointment to Committees: Public Works and Diversity Advisory

Dan Cummings, City Manager, presented.

There was one applicant who had applied for a vacant spot on the Diversity Advisory Committee, that being Jackie Koehler, and then Pat Woodcock was seeking reappointment to the Public Works Committee, along with Sam "Mac" McMillen or Jackie Koehler to fill the remaining vacancy on the Public Works Committee. The applications were in the packet. Ms. Koehler was in attendance that evening, but the other two were not. Also, at the previous DAC meeting, they did recommend Ms. Koehler to a position on the committee.

Jackie Koehler stated she was excited to serve on the Diversity Advisory Committee. They were in need of more people on the committee. For 21 years, she had been involved with the Polly Bemis Ranch on the Salmon River. Most recently, she was manager of the ranch. She resigned from that position and moved to Ontario for a slower lifestyle. She was currently a journeyman electrician working as a project manager in Boise. She was also the Executive Director of IEC Idaho, which housed an apprenticeship program for electricians in Boise.

Councilor Bakefelt confirmed that Ms. Koehler had applied for other positions.

Ms. Koehler stated she had. Because of her background, she applied for the Budget Committee last year, as well as three this year, Budget, Public Works, and Diversity.

Mayor Folden, with the consent of the Council, appointed Jackie Koehler to the Diversity Advisory Committee.

Mayor Folden, with the consent of the Council, appointed Pat Woodcock and Sam McMillen to positions on the Public Works Committee.

Mr. Cummings informed the Council and the community that there was a vacancy on the Business Loan Fund, and with Ms. Koehler's background, she might be a good applicant, if interested.

Ms. Koehler stated she would look into that.

Malheur Maker Faire/Art Challenge (Frontier STEM)

Dan Cummings, City Manager, presented.

Nickie Shira, Malheur Education Service District #14 Director of the Frontier STEM Hub, approached the city about the possibility of monetary support of an upcoming Maker Faire. Maker Faire was a gathering of fascinating, curious people who enjoyed learning and who loved sharing what they could do. From engineers to artists to scientists to crafters, Maker Faire was a venue for these "makers" to show hobbies, experiments, and projects, along with an incredible "show and tell" where students, makers, creators, hobbyists, artists, and industry partners could display and present their innovations and creations, demonstrate techniques, and possibly compete in challenges. The Malheur Maker Faire was planned for April 13, 2024, at the Four Rivers Cultural Center.

The Ontario Budget Committee budgeted \$5,000.00 for Malheur County Poverty to Prosperity during the 2023-2024 budget process; however, the Poverty to Prosperity Board met in October 2023 and approved the reallocation of the allocated \$5,000 from the City of Ontario to the Maker Faire, therefore, there would be no cost to the city for this exchange.

Nickie Shira, Malheur Education Service District #14 Director of the Frontier STEM Hub, reiterated what Mr. Cummings had reported.

KIRBY moved, MELENDREZ seconded, **THE CITY COUNCIL APPROVE THE REALLOCATION OF THE \$5,000.00 BUDGETED FOR MALHEUR COUNTY POVERTY TO PROSPERITY TO THE MALHEUR MAKER FAIRE.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-out; Bakefelt-yes; Melendrez-yes; Folden-yes. Motion carried 6/0/1.

2024 National STOL Series

Andy Wood, Airport Manager, presented.

In just four years, National STOL has become the leading Aviation Competition Series in the nation. The 2023 Series attracted more than 140 teams and 12,000 attendees in person, with more than 539,800 individuals tuning in online to the live broadcast. Social media reached 245.1 thousand following and 57.9 million impressions in the 2023 season ending December 27, 2023. National STOL had 8 events nationwide in 2023 with a survey showing attendees from 29 states with 77% traveling more than 100 miles. The average for accommodation was 200 nights filled locally. National STOL produces their own broadcast, which enables relevant commercials and underwritings from sponsors to deliver their benefit message directly to the audience. Annual sponsors include mentions on National STOL's social media channels, a listing on the sponsor page of the website, and inclusion in press release/mailings regarding 2024 series.

National STOL Series competitions were currently scheduled for 10 locations nationally. The National STOL Series was looking for 12 events per year to complete the series.

In early October 2023, National STOL Series member Tom Flanary contacted the Ontario Municipal Airport to inquire about the Airport's resources and space available to host an event in Oregon. This will be the only western state event to date. Currently, the nearest venue was the Rocky Mountain STOL in Wyoming. The 2024 package presented Ontario with an opportunity to increase local exposure, the local economy, and an increase in adventure tourism at our gateway.

The financial benefits were broad from meals, accommodations, and local fundraising. The National STOL event announcer would recognize the Airport's 2024 event sponsors during the live PA and on broadcast/recordings online. The sponsors would have their logos and advertisement verbiage displayed on the organizer's website. The event required a typical sponsorship requirement from the Airport to raise \$25,000 to \$30,000. The Ontario Visitors and Conventions Bureau Board agreed to sponsor \$15,000.00 towards the event. Additional sponsorship packages have been sent out to meet the target as required for funding. It was possible that the city would need to make up the \$10K difference if other sponsors were not found.

The National STOL Series Event Agreement had to be signed and returned before March 1, 2024.

The first year's expectation was to see 500 - 1,000 spectators depending on local advertising and event interest. The organizer secured a certificate of insurance and liability coverage naming the Ontario Airport and the City of Ontario. Policy coverage details were explained in the agreement. The organizers would provide Airboss personnel to handle the event's air traffic. The Airport would be responsible for the special event permits, physical preparations, site plan, and stating the emergency services available. Further airport responsibilities were explained in the agreement.

The Airport Committee, during a regularly scheduled meeting, discussed the National STOL request to add Ontario Airport as a venue for the 2024 Season.

Councilor Kirby stated it was his recollection from the Airport Committee discussion that there would be no cost to the city for this event.



Mr. Wood stated that was correct IF they were able to obtain all the sponsorship dollars between now and the September event, there would be no cost to the city.

Councilor Kirby stated they would not make it part of the motion. He wanted it very clear that the city was not financially endorsing this. They wanted it to happen, but with outside backing.

Mr. Cummings stated he had discussed that already with Mr. Wood. At the V&C meeting, Councilor Hart asked that direct question, if the group was going to be requesting any funds from the Council, and the answer was no. And tonight, it was still no. He had changed the proposed motion, but it apparently did not save. The motion should be to approve the agreement, giving Andy Wood, Airport Manager, the right to sign the agreement, but they were not committing any money. If the committee could not raise the funds needed, they could always, by August, pull the trigger and cancel the event. If they didn't get the funds, they could also approach the Council for any shortage, who could say yes or no to the request.

BAKER moved, BAKEFELT seconded, **THE CITY COUNCIL APPROVE THE RECOMMENDATION FOR THE ONTARIO MUNICIPAL AIRPORT TO HOST THE NATIONAL STOL SERIES ON SEPTEMBER 5-7, 2024.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-out; Bakefelt-yes; Melendrez-yes; Folden-yes. Motion carried 6/0/1.

Bid Award: SE 5th Avenue Pedestrian Improvement Project

Marshall Pierce, City Engineer, presented.

The City of Ontario was previously awarded an ODOT grant in the total amount of \$1.8M for the SE 5th Avenue pedestrian improvement project, from the railroad crossing to East Lane. The project was bid earlier this month, with a total of three bidders. Bids ranged from \$858k to \$2.66M. The lowest bidder was Irvco Asphalt & Gravel, a local contractor with a good reputation in the valley. Their bid was \$858,391.00.

The work would be funded by ODOT grant proceeds and the amount was within the project approved budget of \$1.8M for FY 23-24. With this low bid amount, the city would have over \$650k left in grant funding.

The ODOT grant did not have time constraints for completing the project, but moving the project forward was important to serving the community. Notice of Award to contractor was due within 60 days of bid receipt.

KIRBY moved, BAKEFELT seconded, **THE CITY COUNCIL APPROVE THE BID AWARD TO THE LOWEST RESPONSIVE BIDDER, IRVCO ASPHALT & GRAVEL INC., FOR \$858,391.00 AND \$85,000.00 FOR CONSTRUCTION CONTINGENCY, AND AUTHORIZE THE CITY MANAGER TO SIGN ALL DOCUMENTS.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-out; Bakefelt-yes; Melendrez-yes; Folden-yes. Motion carried 6/0/1.

Task Order: Services with Keller during Construction for SE 5th Avenue Project

Marshall Pierce, City Engineer, presented.

The city was the recipient of an ODOT grant in the amount of \$1.8M for pedestrian improvements along SE 5th Avenue from the railroad crossing to East Lane. Keller Associates performed engineering design and bidding services for the project. Three bids were received earlier this month, with notice of award to the low bidder being a previous Council Agenda item. This Task Order was for Keller Associates to provide SDC for this project for the full duration. The work would be funded by ODOT grant proceeds and the amount was within the project approved budget of \$1.8M. The current contract amount was \$272,305, and this Amendment Task Order was for \$97,100. (Actual grant was \$1.56M)

MELENDREZ moved, BAKEFELT seconded, **THE CITY COUNCIL APPROVE THE SERVICES DURING CONSTRUCTION (SDC) TASK ORDER AMENDMENT NUMBER 3 IN THE AMOUNT OF \$97,100 FOR KELLER ASSOCIATES, FOR THE PEDESTRIAN IMPROVEMENTS ON SE 5TH AVENUE AND AUTHORIZE THE CITY MANAGER TO SIGN.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-out; Bakefelt-yes; Melendrez-yes; Folden-yes. Motion carried 6/0/1.

Security Camera Repair for City Parks

Dan Cummings, City Manager, presented.

The existing relay system antenna that relayed the signals for the city parks cameras had been repaired several times in the past and had always just been a band-aid fix due to budget concerns in hopes that it would hold up; however, it needed to be replaced. The cameras at all the parks had been down again for over 148 days, while staff were waiting to get repair quotes. The city received quotes for repairing the cameras (which didn't work in the past) of \$6,800 and a quote of \$13,458.82 to replace the system with a more advanced system. Staff believed the best utilization of funds would be to spend the additional \$6,658.82 to fix the system. The City Council could choose not to do either the repair or replacement and not have security cameras in the parks. The city has a budget of \$119,341 remaining for Moore Park, partly due to the unexpected grant from the V&C of \$25,000. This would still give the city \$105,882 to finish Moore Park.

MELENDREZ moved, MILLS seconded, **THE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ORDER THE REPLACEMENT OF THE ANTENNA SYSTEM THAT PROVIDES FOR THE LINKS FOR THE SECURITY CAMERAS AT THE CITY PARKS IN THE AMOUNT OF \$13,458.82, UTILIZING THE BIKE PATH RESERVE FUND (PARKS & RECREATION TOT FUNDING).** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-out; Bakefelt-yes; Melendrez-yes; Folden-yes. Motion carried 6/0/1.

Police & City Travel Cars

Dan Cummings, City Manager, presented.

The city was in need of new travel cars, as the ones currently being used had become so undependable that no one wants to use them. And, when they are used, they break down and cost a lot of money to repair. He asked Lt. Cooper, fleet manager, to obtain prices for two new travel vehicles. His presentation was not the same as the documents in their packet. The original proposal was for RAV4 Hybrids, but it was determined that those were not cost effective in the long run, so they moved over to just the RAV4, which also resulted in an overall lower purchase price. On the police side, the proposal was to surplus out a 1997 Chevy Van, a 2000 Chevy Suburban, a 2007 Ford Taurus, and a 2012 Dodge Charger (due to an accident, so insurance funds towards purchasing another vehicle.) That produced a total of \$19,464, which were estimated auction numbers, but Lt. Cooper felt fairly confident based on past auction results. The original request was for the Hybrid at \$34,318, but the new cost for the same vehicle, not a Hybrid, was \$31,994.69. Staff was proposing to take the difference between the auction sales and the price of the vehicle, approximately \$12K from the Public Safety Fund.

The second travel vehicle proposed would be to replace the three vehicles currently in the fleet: a 2007 Chevy Malibu, a 2006 Ford Taurus, and a 2011 Chrysler 200. None of these cars were reliable, so staff was proposing to purchase a second RAV4. Staff estimated an auction total of \$7,600. Staff was proposing to take the difference in the auction proceeds and the purchase price from the General Fund Overhead Contract Services, which reflected a savings from not rehiring Merchant McIntyre. That would leave \$26K in the account, which was being used for grant matters. There were two vehicles on reserve for the city so they could be purchased tomorrow if the Council approved the request.

This would leave the city with two travel cars, so he was also proposing to change the travel policy so that employees who wanted to use their own vehicles, could do so, and they would receive the federal mileage.

KIRBY moved, MELENDREZ seconded, **THE CITY COUNCIL APPROVE THE PURCHASE OF THE TWO TRAVEL CARS AS AMENDED BY THE CITY MANAGER REPORT TONIGHT, ALLOWING THE CITY MANAGER TO GET THE VEHICLE PURCHASE STARTED, AND DIRECT STAFF TO BRING BACK A BUDGET RESOLUTION AT A FUTURE MEETING.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-out; Bakefelt-yes; Melendrez-yes; Folden-yes. Motion carried 6/0/1.

DEPARTMENT HEAD UPDATES**Public Works: Quarterly Report**

Casey Mordhorst, Public Works Director, presented.

Councilor Melendrez asked for an update on the partnership with WorkSource Oregon Youth program, either now, or at a future meeting.

Mr. Mordhorst stated it was going very well. The challenge he saw with the program was that they never knew how many youths were going to be available week to week, however, the supervisor was constant. He was pleased with how it was going.

Councilor Melendrez asked if he knew how long the partnership had been in place.

Mr. Mordhorst stated he believed it began in 2020.

Mr. Melendrez stated he met with Victor (Youth Supervisor) last week, who indicated work was slowing down, and he sometimes only had one youth available, so he told him that there were trash issues at the unhoused site, so the crew jumped at that opportunity. They filled up the bin quickly, and then returned some shopping carts. In the future, maybe they could all be formally recognized for all the work they've done.

DISCUSSION ITEMS**Process for Appointments to Committees**

Dan Cummings, City Manager, stated at the request of Councilor Mills, asking what other communities or cities did regarding committees, the City Recorder reached out to the other Oregon Recorders asking their process, and she received, via email, their procedures. He then took that information and created the document that was before them for review. Upon review, it appeared the ending process was similar to Ontario's. The Mayor appointed with the consent of the Council. It was mixed on who did the interviewing of the applicants. Some cities had the committees interview and provide a recommendation to the Council, and others had the Mayor and City Manager review the applications and make a recommendation. The process varied, but the end result was basically the same. He included the documents pertaining to Ontario's process in the packet, along with the addendum for the Diversity Advisory Committee, where the Council changed it to send the applications for that committee to that committee for a recommendation prior to it coming to the Council.

Councilor Mills stated when the change for DAC came before the Council, was that not already decided on or the changes made by the committee?

Mr. Cummings stated if he remembered correctly, it started at a Council meeting when they were going to appoint someone, and Councilors Hart and Kirby questioned the way it was written, whether there were issues with it. That information was sent back to DAC, who met several times to discuss changes, and arrived at multiple options. The end result was that yes, the DAC put together the recommended corrections to the committee, and then the Councilor approved those by an amended ordinance to change the structure. Mr. Carter sort of made it sound like it was only the Council who wanted it, and that was not entirely true, but that was his opinion, based on having attended the DAC meetings. There were things that the committee wanted changed, and one was, from Mr. Carter, that the committee was asking for the full power to make the selection for appointments to the committee; however, that never made it through DAC or to the Council. At that particular meeting, he informed Mr. Carter that to change that would require a change to the actual city charter. The Council could not pass that responsibility on to a committee. They could ask them to review applications and send recommendations, but they'd have to change the charter, the Council Rules, and the enacting ordinances to give another body that authority. No committees had the authority or power to full on appoint someone onto a committee. That was at the direction of the Mayor and Council. In all fairness, and after reviewing past minutes, he did not see anything where it had been discussed by Councilors Hart and Kirby, unless that had been omitted from the transcription.

Mayor Folden stated she believed it was in the January 23rd meeting.



Councilor Kirby stated he attended the last DAC meeting, and the recommendation the Council received, and voted on, was what was sent to them from the committee. He'd need to review the minutes, and since Mr. Carter was not present currently, he didn't want to about that, but he believed the Council acted on the recommendation of the DAC. He thought that everything Mr. Carter had concerns about had been addressed.

Mr. Cummings agreed; there had been discussions over several meetings. There had been mixed feeling amongst members of the committee on what power should be given to the committee. It was not dealt with in only one meeting, it took several meetings and multiple discussions.

Councilor Melendrez asked if Mr. Cummings was saying the committee wanted the power to make the appointments to the DAC, or to other committees also, or even higher up than that? He was unclear as to what Mr. Cummings was saying.

Mr. Cummings stated it was brought up in a meeting, by Mr. Carter, and it was just a discussion amongst the group, that the Diversity committee should have the power to select the people being appointed to the DAC. He was the only one who felt that way. The rest of the committee said no, that the committee was only advisory, so that never made it out of that committee. It was just a suggestion from Mr. Carter to the whole committee. There were multiple suggestions, but one was whether or not that committee should have the power to appoint their members. He remembered telling Mr. Carter and the committee that the Council could not pass that responsibility to the committee by the city's own charter and rules.

Councilor Melendrez stated another thing was that not everyone on the committee was happy with the changes. It took a few meetings to decide to remove the language as requested by the Council, but they did it, and he supported their decision either way they wanted to go with it. The way he took it was that this was already taken care of, and for the comments to be brought back up again, so many months later, that made him upset with the comments made, specifically by Councilor Hart about checking boxes and picking folks by race or economic status or whatever other claims he added on, and based on that, he believed that was why Mr. Carter was upset. Not so much about what had been decided before, and it had been done and they'd moved on, and for that to be brought up again, that's what he believed made the DAC upset, or maybe Mr. Carter, and even he, himself, to hear those comments. The changes requested were made, so it didn't need to continue to be discussed. He would actually like to discuss it with Councilor Hart when he returned, along with Mr. Carter. He could see why folks were upset, for comments being made three months after the decision was made to remove the language.

HAND-OUTS

Minutes:

County Court 02/07/2024; Airport 01/02/2024

Councilor Kirby stated the Airport Committee had been making improvements on the way their meetings were being conducted. They were attempting to follow the same format the Council used. He couldn't remember ever seeing the minutes from that committee in written format.

Annual Report

Public Works, 2023

Check Register

January, 2024

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Councilor Melendrez stated for a future agenda item, he would like to discuss something regarding SE 10th Street, there was a half-paved road right before going over the overpass, with a new housing development. They added a new road there, and it was beautiful, but as it got closer to the trailer park, the road ended. He'd like to discuss if there was any way the city could be involved or see who was supposed to put that road in way back in the beginning, probably over 30 years ago, but to just



plant the seed. His dream would be to finish that road. At the corner met the crossroad where it was the entrance to the unhoused site, there was a bus stop, there were no lights, and it was not safe for the kids. He'd like to discuss that.

- Councilor Melendrez stated this was also to plant a seed for a future agenda, but there was a lot of news around Measure 110, HB 4002, laws about the unhoused population in Ontario, highlighting the need Ontario had for all types of services, substance abuse, all the things that Ontario needed help with. What he'd like to speak to would be, for example, the story in Oregon Live that recently came out, highlighting the shortcomings of Measure 110, and some of the funding that was supposed to be coming to our community. He couldn't recall exactly what had been said, but they interviewed Mr. Cummings and Chief Iwai, which caused him to think, when they interviewed certain people, even if the majority of the Council agreed with what was said, was that representative of the Council as a whole? How did the work? If Mr. Cummings made a comment, did that represent the entire Council? Even if it was for a positive issue, they'd all take credit, but for something like the unhoused population or site, he wished, where he was going with this was that he wished he had been interviewed, too. Just to give different perspectives, ideas, or opinions. But the overall question was, did that represent the City Council as a whole, or was there a way they could let reporters know the comments were being made as the City Manager or Police Chief. He believed a majority of the Councilors supported what Mr. Cummings had said, but where did that stand as a whole for the Council when comments were made?

Mr. Cummings stated no staff ever represented the Council in their discussions unless it had been brought before the Council beforehand and received a consensus from the Council on how to handle it. When staff was contacted by reporters, they could not be ignored. Normally, just like Chief Iwai, he was contacted and interviewed in his capacity as Police Chief, not as a representative of the City Council. Same for the City Manager. When he was contacted for an interview, they were getting the City Manager's version, not the City Council's. That same reporter contacted the Mayor for an interview, and he also attempted to contact some of the Councilors. He could not control who reporters reached out to, or who they wanted to interview. Staff was very careful and made it clear their comments did not represent the Council unless they'd come before the Council to receive their consent or direction.

Councilor Melendrez stated his confusion was the part where they asked the question about the unhoused community, or site, and, he was paraphrasing, but Mr. Cummings had mentioned "we tried to make it", and was the word used uncomfortable, he couldn't remember the word that was quoted, but that's the part that he thought of the "we", because every chance he had, he was trying to add the trash bins, the port-a-potty, services, even about the time, place, and manner committee the city had created, he always tried to speak for that, and he knew that services came down to money, and the city would not be able to provide all the services that he'd like to get out there, but that's why he was bringing this question forward. The part where Mr. Cummings was quoted as saying "we tried to make it comfortable", or not we tried, not trying, and he wasn't trying to make anyone look a certain way, but what was said was "we're not trying to make it too comfortable" or something like that, but that's the main reason he was bringing this up. His question came down to, who was the "we" in this statement?

Mr. Cummings stated he read the same article, and that was the only thing the reporter paraphrased. In context, what he actually said was, the reporter was asking the same thing: Was the Council planning on building that into a regular camp. If Mr. Melendrez remembered from past Council meetings, the answer was no, because the city did not have the funding and the city did not want to create a camp. That was not a camp down there. His statement was no, the city was not trying to create a camp and make it comfortable for these people because the city wanted them to go to other facilities that could take care of their needs. The reporter only wrote the one little phrase, but what Mr. Cummings had said was yes, the city was not going to create a camp. That was the consensus of the Council. The city provided an area for them to rest and stay for short periods, while they, hopefully, got into transitional housing. Unless directed differently by the Council, that was the stance he had taken from the Council. The city was doing the bare

minimum to make it livable in that area, but wanted to get them help to move into transitional housing. No one should have to live in a tent in a gravel pit, and the city did not want to create that atmosphere. The more conveniences put out there, the longer they'd stay, and that was not the intent of the Council.

Councilor Melendrez stated they all came to the agreement that there would not be a lot out there, but the reason he agreed with that was because he understood the city didn't have the resources, not so much that he wanted to make it comfortable. From the beginning he thought if the city had a site that was more humane for folks to stay at, then they would connect them with services to move on out, and to get better housing. Also, did know what it was like to be paraphrased, or quoted with only a portion of the quote being shared. He wondered if any other Councilor cared to comment on that?

- Councilor Melendrez stated going back to the WorkSource Oregon crew, he wanted to thank them for going to the unhoused site and picking up trash. Some of the trash was left there by people staying at the unhoused site, and he wished it wasn't like that, but the majority of the trash was there because people were out there illegally dumping. When the trash bin was first placed out there, he thought the bin should be placed inside the fenced area, but he understood that the sanitary staff probably did not want to take the extra time to deal with that, and he figured that was why it was placed outside the fence. Maybe it wouldn't stop anyone, but maybe, because the city put money into the signs about no trespassing, which did confuse some of the unhoused folks, but maybe put some signs up that read no dumping and cite the ordinance. That would leave no excuse to use that bin for their personal gain.

Mr. Cummings stated staff was aware that most of the garbage and the full bins was not because of the unhouse population, so staff was currently in the process of having signs installed that read that there was no unauthorized dumping as it was strictly for the unhoused people, and add in that it was theft of services. If anyone was caught dumping in the dumpsters who were not authorized to do so, the city would be issuing citations to them with the charge of theft of services. If a camera was necessary to catch people, that would be done.

Councilor Kirby stated he tried to visit that site at least once a week, and he noticed in the areas where the restroom and dumpster were located, there was a little white car parked there, and they'd taken the fence down for about nine or ten feet, and he assumed it so they could take a vehicle in there. That was as of last Thursday.

Mr. Cummings stated that happened several weeks ago, and it was being monitored. At least it wasn't cut, it had just been disconnected and rolled so they didn't have to walk another 20 feet to go through the actual gate. He told Public Works to not repair it because they'd just do it again. If they found a vehicle parked inside the fence, it would be shut down.

Councilor Bakefelt stated she had seen the rolled back fence, and was disappointed, but she also walked into the area to do a count, and there was a lot of trash that could be placed in the dumpster that was not put in it, and that was from the homeless people.

ADJOURN

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

ACCEPTED:

ATTEST

Deborah K. Folden, Mayor

Tori Barnett, MMC, City Recorder





CITY COUNCIL MEETING MINUTES

March 12, 2024

The scheduled meeting of the Ontario City Council was called to order by Mayor Deborah Folden at 6:00 p.m. on Tuesday, March 12, 2024, in the Council Chambers of City Hall. Council members present were Deborah Folden, Ken Hart, Susann Mills, John Kirby, and Eddie Melendrez. Penny Bakefelt arrived at 6:17pm. Ken Hart departed at 6:47pm/Returned at 7:18pm. Sam Baker was excused.

Members of staff present were Dan Cummings, Tori Barnett, Corinna Hysell, Clint Benson, Kari Ott, Marshall Pierce, Al Haun, Andy Woods, and Michael Iwai.

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

AGENDA

This Agenda was posted March 8, 2024. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

Mayor Folden informed everyone that the presentation by SREDA had been moved to a later meeting.

MILLS moved, HART seconded, **TO ADOPT THE AGENDA AS AMENDED**. Roll call vote: Mills-yes; Baker-out; Kirby-yes; Hart-yes; Bakefelt-out; Melendrez-yes; Folden-yes. Motion carried 5/0/2.

CONSENT AGENDA

KIRBY moved, MELENDREZ seconded, **TO ADOPT THE CONSENT AGENDA, WHICH CONSISTED OF A LIQUOR LICENSE APPLICATION FOR GONZAGA MEXICAN CAFETERIA**. Roll call vote: Mills-yes; Baker-out; Kirby-yes; Hart-yes; Bakefelt-out; Melendrez-yes; Folden-yes. Motion carried 5/0/2.

PUBLIC COMMENT

Billy Carter, Ontario, stated: Madam Mayor and City Council. My name is Billy Carter and I've lived in Ontario, Oregon, for over 30 years, almost 30 years. I stand before you tonight as an offended, concerned citizen. I worked in the criminal justice system for over 30 years as an administrator, manager, and other positions. I am well versed in the chain of command policy and procedures authority, as well as delegation of authority. Dan Cummings viciously provided unfalsified, untruthful information to this City Council in the February 27, 2024 meeting about me. He repeated my name at least six times, alleging that I said that the Diversity Committee should have the authority to appoint its own members, taking that authority away from the City Council. I never once made such a statement, or even phantomed such an idea. As a result of Dan's allegation, I have reached out to every Diversity Advisory Committee member and previous member that I could contact and asked them if they ever heard me make any such statement that Dan accused me of making. I have their email replies, as well as a message reply, that they have never, ever heard me make such a statement. I further went through all the minutes that I could get my hands on, and I was unable to find anything in any of those minutes that even related to me making any such statement. I find it interesting and appalling that Dan Cummings is the only person that ever heard me make such a statement. I am offended that the City Manager of Ontario, Oregon, would be so careless in his duties as to provide knowingly false information in a public setting in his official capacity. I challenge Dan Cummings to provide any evidence that support his allegation. Let me give you my perspective from where I stand. With this Diversity Advisory Committee, you've had two white males up on that podium that has bashed or questioned the existence of the Diversity Advisory Committee. And now you have



*another white male up there that has personally attacked, slandered, discredited, and tried to demean the only African-American on the committee. It pains me, but I see a potential pattern developing here, that could provide unfavorable circumstances for the city. I'm really surprised that out of all the chaos that has been caused by the, by, around, that has been created around the Diversity Advisory Committee that no one has sought out for the new Council members, that no one has gone back and summarized how this was *** in the first place. As a remaining member on that committee, I would be happy to provide that summary to the Council if they are interested. I have the document that initiated this discussion in the very first place, that hopefully would clarify how we got to where we are, to be in such a disgruntled situation right now. So, do you have questions?*

Mayor Folden asked Mr. Carter if he had the document with him.

Mr. Carter: *I do.*

Mayor Folden asked if Mr. Cummings would like to respond.

Mr. Cummings stated he would be happy to rerecord all the meetings, and to provide a copy of the meeting he was referring to, and maybe that would remind Mr. Carter. He had known Mr. Carter for at least 25 years, and considered him a friend. He apologized if he offended Mr. Carter, but he stated the Mr. Carter was sitting where Councilor Kirby was currently seated in that meeting, he brought up that they should have that, the committee was working on the changes, and, this might jog his memory, but Mr. Cummings told Mr. Carter that the Council could not pass that on to the committee. In the Charter and in the Council Rules, it was the Council that appointed the members, and they could not give that authority to the committee. He remembers making that statement, and he would find the recording of it. The minutes might not be verbatim, so he'd find that recording and meet with Mr. Carter to review it. He did not mean to slander Mr. Carter. He considered him a friend for a long time, but he remembered exactly where Mr. Carter had been sitting, exactly what was said, and his response to Mr. Carter in that the Council could not give that authority to the committee.

Mr. Carter: *Well I'm glad you have such a vivid memory on that because no one else, not even the secretary, who is a very credible member of this community and a very respected member of this community, was baffled when she heard that, because she knows, and she acknowledged that I have never said that, because this committee has never even thought anything like that. That has never even crossed our minds.*

Mr. Cummings apologized again to Mr. Carter if he said it wrong, but he would find the recording, they'd sit down together if Mr. Carter wanted to, and they'd listen to it.

Mr. Carter: *I'd be more than willing to. I will come back to this podium and withdraw my concern if you are able to show me it.*

Mr. Cummings stated he would find it. He did not want to slander Mr. Carter.

Mr. Carter: *Okay.*

Councilor Melendrez thanked Mr. Carter for his comments, and asked him to speak about how he might remember how that came up, how a committee member could sit on a panel interview. What he remembered, and he had been on the committee for around three years, was that they sit at the table to give input, not to take power to hire or fire from any Council or public official.

Mr. Carter: *You're absolutely correct, and I stand by that right now. You know, the Diversity Committee is here to serve at the pleasure of the City Council, and so my belief is that the City Council could utilize us and if they see fit to put one of the Diversity Advisory Committee members on a panel to interview people for the city or certain positions for the city, I see nothing wrong with that. As a matter of fact, I think it's the practice because it gives a broad prospective and a different outlook on, you know, the community, people in the community, the job that people are applying for, and so I think it's a healthy kind of situation to have a diverse interview panel if you're interviewing people for the city, or even better to just have diversity in your everyday doings and dealings, you know, when the City Council are making decisions, you know, about things that they're going*

to present here at the City Council, maybe it wouldn't be a bad idea to ask the Diversity Committee, "What do you guys think about this"? You know, is it anything that might be questionable, you know, offensive to the community or any certain members of the community or anything like that. I mean, I think the committee is here for a purpose, and that's to be involved, to support the City Council, in any way they see fit, so, yeah, I have always said that. I have always said I think it's a good idea. I think Chief Iwai set a very good example when he came here, and was interviewing for his Lieutenants. He had people from the community, he had people from the City Council, sitting in on those panels, and it gave a diverse perspective of a candidate, and it gave the candidate an opportunity to see different faces. So yes, I think that's a great idea.

Councilor Melendrez stated he knew that Mr. Carte had attended the last few meetings looking to speak of the comments made by Councilors Hart and Kirby, so would he now speak of that since Councilor Hart was there.

Mr. Carter: *Well, I think I pretty spoke to that the last time, you know, and I'm basically, if anybody wants to, anybody that doesn't want to go back and look at the minutes, I mean look at the City Council meeting, I have that recorded, and so, it was just amazing to me that the Diversity Advisory Committee would be bashed in an open session like that, when it wasn't even a topic, it wasn't even on the agenda. Mr. Cummings and his group had asked to get some clarification on how to handle the applications for people on the committee, and he only asked for clarification - What does the Council want?, and Councilman Hart went off on this tangent about the Diversity Advisory Committee had put people in boxes and put, you know, have of these unfair qualifications, etc., and I ask any of you where that came from because the Diversity Advisory Committee never, ever had anything like that. I have this document right here that we gave to the Council, the committee gave this document to the Council with their recommended changes, and this is how it got started, and if it's okay, Mayor, I'll pass these out. (Passed out the document) Okay, if you look at the asterisk part of that document, you will see how this conversation got started in the very first place, is you can see the committee had put in the first paragraph there about committee appointments, should not be discriminated based on race, color, religion, creed, gender, gender expression, age, natural origin, disability, martial status, sexual orientation, or military status. The committee added that statement in there. If you look at the very next paragraph, the committee had struck out the first line of that paragraph, and if you read the next line, next two lines, you'll see how this discussion got started in the first place. The previous City Council that adopted this document, way back when Ron Verini was Mayor, had put this language in there. That's their language that they put in the document, and it says, "no one ethnic, cultural, social economic status should be represented by more than 50% of the committee membership". Now Councilman Hart had a problem with that. He said it was discriminatory. Councilman Kirby simply asked the question, What does the committee do", what was our purpose", which the committee basically agreed with because we were like wandering around like what is our purpose, because it wasn't clearly defined. Okay? So, the Council delegated the authority to the Diversity Advisory Committee to go out, change that language that Councilman Hart had a problem with, and to come back with some information as to what we felt we should be doing as a committee. So the committee went off and did that, okay? I, personally, have a problem with the allegations that the language was discriminatory because in my professional career, I knew it was not, so I deliberately went and did research, talked to the State of Oregon, talked to City of Oregon, ah Albany, a couple of attorneys. I did the research and found out the language was not discriminatory because you can't discriminate against everybody, so it was not discriminatory. However, it became a moot point because the committee decided to just strike that language all together from the ordinance, so I never came back to the Council with that information because it is no longer valid, okay? The committee, as a whole, agreed that they would come out with the document that is now adopted and on the record for the city, which excludes it, okay? So, it was kind of a moot point to say how can you say we put people in boxes? How can you allege that, you know, we have unfair requirements and so forth and so on. It just doesn't make any sense to me. And I know I'm probably the outspoken one, but it affects me more, I guess, because of my plight in life, you know, of being discriminated against and then at, anyway, we won't go into all this. But anyway, that's why, that's why it bothered me, that's why I wanted clarification. So anyway, that's kind of how this got started. And if you look at this document, you can see all the changes that we recommended, most of them related to making it gender neutral because it was then the he category, and so we figured it should be gender neutral and that's what most of the changes were. That's how this got started in the first place, and so the committee has never, at no point, ever, in my knowledge, has ever tried to assert themselves in place of the City Council. We just went out and did what we were asked to do - try to come up with a document that would be adopted by the city, which was adopted by the city, and is on record, and if you go and look at it, maybe you can find it, but I definitely could not find anything were*

we put people in boxes or anywhere were we said we're going to discriminate based on race, economic status, or anything like that.

Mayor Folden asked Mr. Carter if the Council could keep the document he handed out.

Mr. Carter: *Most definitely, most definitely.*

Mayor Folden thanked Mr. Carter for attending the meeting, and for explaining his side.

Councilor Mills stated she needed some clarification from Mr. Carter. Where it read that there were seven members, it said that no one ethnicity, culture, or socioeconomic status shall be represented by more than 50%. So if they had two openings, but three applicants who were all one background or culture, all the same, and with two positions open, would that be putting more than 50% because there were only three of the same background or culture that applied? There was no one else? She wanted that explained.

Mr. Carter: *Let me give you my perspective because remember, this was written by a previous City Council, not the Diversity Advisory Committee, okay? So my thought process is what they didn't want to do is to have a committee made up, a Diversity Advisory Board Committee, made up of all black people, all white people, all Hispanic people, all Asian people, they didn't want that. They was going, their thought process, and this is from my perspective because we don't have any of those people here that I know of that was involved in that, but I think that that's what they was trying to do, is they wanted to always have a Diversity Advisory Committee that was, to have representation from every facet of the community there on. And remember now, that was the previous City Council, not the Diversity Advisory Committee, okay?*

Councilor Mills stated she understood that, but she was curious about what they'd do if they received....she wasn't sure how to phrase her question.

Mr. Carter: *With all due respect, Councilman Mills, it's a moot point. It doesn't matter anymore because that language was stricken out, so it was strikened, out of the ordinance, and so I can't answer that question. That would be a question that that committee would be, you know, that Council would be better prepared to answer, but it's a moot point now because we took the language out all-together.*

Councilor Mills thanked Mr. Carter for his response.

Councilor Melendrez stated he was confused because that language was challenged last August, and it was changed, so it was a moot point. He was not sure why it had even been brought up in the previous Council meeting in February, end of January. The same comments had been made about putting people in boxes and giving examples like if there were two or three Hispanic folks applying that they would discriminate against those people, so those were the comments he didn't like either. He had not been attendance for that meeting, so maybe that was something Concolor Hart could speak to. They language was changed, but it was still being brought up months later, the very same argument about what the Diversity Advisory Committee was doing. He thanked Mr. Carter for attending the meeting and speaking up.

PRESENTATION

Audit

Chelsea Hewitt, partner with Connected Professional Accountants, thanked the Council for allowing her firm to conduct the audit, and to staff for all the hard work they put into the preparation of the audit. She also thanked the Audit Committee for their continued communication through this process. She planned to provide a quick overview of report contents and then discuss what an audit was because there were new Councilors. Should there be any questions about what she was speaking about, she could go into more detail, and if anyone had any questions, please ask them at any time. Local governments were heavily regulated, and some things the audit covered were the Oregon Revised Statutes, the Oregon Budget Law, the Oregon Minimum Standards, the IRS payroll, retirement laws, and various accounting standards.



Regarding Audits, ORS require an audit for local governments whose expenditures exceeded \$500,000. A Federal Compliance Audit was if an entity had federal expenditures in excess of \$750,000; however, the city had not exceeded that threshold this year. An Audit did not look at every transaction, it was not designed to catch all errors or frauds, it was designed to determine that the financial statements were not misleading. An Audit assessed how Internal Control Systems worked, who did what, how were mistakes caught and corrected, and who was reviewing the process. New auditing standards required management to have written control policies, which was achieved by management completing control questionnaires for the Auditors. Audits determined areas of risk and designed tests accordingly. Cash receipts were high risk. There were areas with limited segregation of duties. It determined management's attitude; in that did they care about controls or did they try to cut corners. Further, it provided for management assessed risk areas, and it indicated how well control system were understood and monitored.

For an Audit, certain tests were executed: For Revenue, it confirmed as much as possible with outside agencies. For Expenditures, it would test payroll for reasonableness and trace amounts to federal reports; A/P traced several transactions from G/L to original invoice, it looked for proper authorization and signatures, and proper account coding; it would substantiate all significant assets and liabilities; for grants, it would test compliance with terms and conditions of grants; and for general procedures, they would read minutes looking for various items, or send letters to attorney's looking for undisclosed liabilities.

Some benefits of Audit were proper accountability as this was important to any successful entity; Management had to have reliable information to make informed decisions; and Assessment of controls. For the Letter to Governance: the major estimate was the assigned lives of assets and pension and OPEB (other post-employment benefits) liabilities; there were no disagreements with management; her firm was not aware of management opinion shopping with other Accountants; had one adjusting journal entry; and no passed adjusting journal entries this year. Also, there was no Management Letter this year.

Regarding the Report itself, beginning with Pages 1-3, the Independent Auditor's Report, the city received a Clean Opinion, with no new accounting standards in 2023. Pages 4-10, the Management Discussion and Analysis was written by city staff; Page 11, the Statement of Net Position, disclosed capital assets and computed depreciation on assets, and GASBs; Page 12, was the Statement of Activity which was the presentation of income and expense by function or activity. The net position increased by \$6,720,878 on top of an increase of roughly \$9.6 million last year. There were no major GASBs implemented this year that affected this statement; Page 13 was the governmental fund balance sheet – the major difference was Capital Assets were expensed rather than capitalized. Pages 14 and 16 reconciled entity wide to fund statements; Page 15 was the Government Funds Revenue and Expenditures fund balance, which increased \$1,053,785, with the Grant Fund seeing \$530,441 of this increase; Pages 17-20 were the Proprietary Funds statement of Net Position, income, cash flow, with a cash increase of \$238,179 from the prior year for proprietary funds; Pages 23-59 were notes to financial statements that explained accounting methods the city used to present financial statements; Page 58 was the New Accounting Standards – GASB 96 SBITA, and the city did not have any; Page 60 was the budgetary comparison schedules required by accounting standards, thus the required supplementary information, and then budgetary comparison schedules required by Oregon Minimum Standards. On pages 85-87 were the additional schedules and Auditor Comments required by Oregon Minimum Standards. The city had not violations!

Ms. Hewitt again thanked the city for their working relationship with her company, and let the Council know that staff was very good to work with, and were all helpful and professional.

Ontario Speedway

Ron Dillon stated: *Mayor and Councilors, good evening. It's probably been a year since I've addressed you and I just thought it was, I was probably overdue to just give you a quick update on Ontario Speedway. I'm glad I was here tonight. I'm very proud of the squeaky clean audit that you just came through. I only mention that because I'm one that's taken on that nasty Ontario Grievances and Complaints Facebook page, and those that also follow it. I know the Mayor; I've seen her on there before. There's a group of people that love to just trash the city, the Council, the Mayor, they see you're stealing the pot money, they throw rocks as Dan Cummings, and I can't wait to get on there tonight and say, well, the city was once again squeaky clean on an audit, so you misinformed malgarants who have no idea what you're talking about, keep it up.*



(First slide) *Ontario Speedway – we're sailing into 2024 and we're not going to do any boat races this year because they have been financially not done well. I don't believe we're done forever with boat races, but right now we're going to hit the pause button on those and go back to things that are far safer financially and far more interesting to do. End of this month, we will be doing a 4-wheeler race. This past, what I like to call the Norm Crume Acid Test because if Norm likes it, there's a good chance the community's going to like it. Those of you that know Norm, know what an enthusiast for 4-wheelers. The sprint boat track is dry. We're going to put 4-wheelers in there one at a time and race them similar to the boats. Lots of interest. I like to put on events that are kind of off the beaten path, the Big Nasty Hill Climb, the Sprint Boats, things that nobody else is doing. I typically wouldn't put on a rodeo or motocross because those are too mainstream for me. There's very, very little racing in this area for, those are actually called UTVs, you'll hear them called Razors or side-by-sides.*

(New slide) *The little purple rectangular there says free kids Easter egg hunt, so, I don't know if the community probably has a number of Easter egg hunts, but we're going to do one. So that's coming up March 30th, it's on our website Ontario Speedway. I'd encourage everybody to come out and cheer, come out and watch, come out and race. There's classes for everybody.*

(New slide) *Since I sent this to Tori, we've chosen not to the sprint boats as I just said, no sprint boat activities. I got kind of a nastygram letter from the Sprint Boat Association out of Port Angeles, Washington, saying you can't do any sprint boat races without us, and rather than waste time and energy bickering, I just said okay, we won't do any sprint boats this year.*

(New slide) *I'm really excited about this one. This is not a race. This is an obstacle adventure. I used The Big Nasty name because it's well known, and we have 13,000 Big Nasty followers on Facebook, so why not. What this is is three miles, you can walk it, jog it, crawl it. It'll have inflatable slides, it'll have mud, it'll have probably tires to walk through, all kinds of fun stuff. And the best analogy I can give you, if any of you ever went over to Boise to The Dirty Dash, it was like that. It's not timed, it's not competitive. If you want to sprint the thing, that's fine, but we're encouraging people to just come out and get really muddy and have a lot of fun. And that's coming up May 4th. I'm working with all the running stores in Boise, and our goal is to get at least 500 participants for this first year, and grow it from there. The Dirty Dash used to get 3,000 and COVID wiped out most of those events. Most of those are gone. The Spartan is gone, Dirty Dashes are gone, the Tough Mudders are gone, so we're the only obstacle event within 300 miles of Boise this year, so that should help us out.*

(New slide) *We're going to, and they encouraged me to say Race on a Golf Course, so that's what we're calling it. The Race on a Golf Course, June 22-23. These are old motorcycles. ARMA stands for American Historic Racing Motorcycle Association. You won't have new stuff out there; you'll have the old stuff from when most of us were teenagers. The bikes are short travel. There won't be any jumps. These guys approached me, and I said, well, we don't have a motocross track out there, and they said we don't want a motocross track, we want grass to do s-turns and so on, so we're pretty excited about that. The demographics of this group are really attractive to Ontario because these are mostly old guys with lots of money that like to drink beer and eat steaks. That's something that we can talk about another time, the demographics of the group. I've had events where there were thousands of people, but none of them drank or stayed in motels or ate in a restaurant, so it was kind of pointless on them benefiting the city. And as you may know, I'm working closely with John Breidenbach, the Chamber, and the Visitors and Conventions Bureau so we've got a bit of grant money there that we're using on these events.*

(New slide) *And we're doing, because of popular demand by Norm Crume, we're doing a second race in the fall. This one will be all about honoring veterans and first responders, so any veterans or first responders will be able to get in for free, race for free, have a great time. That's tied in very closely to Veteran's Day.*

So we're very excited Ontario Speedway lives on. Without going into any details, I've had a rough year financially and on some other fronts as well, but I'm still here, and I love Ontario, and I've got to rush out of here because now I have to go to a Revitalize Ontario meeting across the street. Does anyone have any questions?

There were no questions, and Mayor Folden thanked Mr. Dillon for his presentation.



NEW BUSINESS**Resolution #2024-104 and Bid Award: Lion's Park Shelter Replacement**

Kari Ott, Finance Director, presented.

The existing Lion's Park picnic shelter was in poor condition and needed to be removed and replaced. The Parks Department carried over a CIP item for this project for this fiscal year, in the amount of \$100,000. The lowest bidder was Holcomb Construction Inc, with a bid of \$83,000, and staff would like to award the bid to the responding company in order to get the shelter replaced. The project was funded with General Fund parks money, and this resolution was to bring the carry forward project into the 23-24 budget by increasing the beginning fund balance.

MILLS moved, MELENDREZ seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2024-104: A RESOLUTION APPROVING THE BID FROM HOLCOMB CONSTRUCTION FOR LION'S PARK SHELTER REPLACEMENT IN THE AMOUNT OF \$83,000 AND \$8,300 CONTINGENCY AND TO APPROPRIATE THE NECESSARY FUNDING AND AUTHORIZE THE CITY MANAGER TO SIGN ALL RELATED DOCUMENTS.** Roll call vote: Mills-yes; Baker-out; Kirby-yes; Hart-out; Bakefelt-yes; Melendrez-yes; Folden-yes. Motion carried 5/0/2.

Letter of Support for Workforce Housing Grant

Dan Cummings, City Manager, presented.

The City Manager was contacted by the Oregon DEQ to see if the City of Ontario wanted to participate in a Federal Program for a grant to rehabilitate commercial buildings for workplace housing. He had already been testing and sending emails to legislators to ask for funding for workforce housing for many years, and it now appeared that effort wasn't wasted, as the EPA was providing approximately \$16 million to Oregon towards a workforce housing grant.

Oregon DEQ was applying for this grant and the Oregon cities that were participating were Ontario (if approved tonight), Pendleton, Medford, Reedsport, and Portland. Based on staff's proposed 40 units calculated for Ontario to use the incentive at \$45,000 per dwelling unit, if the grant is approved, the City of Ontario would receive up to \$1.8 million, plus 5% for administration of the grant for an additional \$90,000. To participate in this program, the city needed to send a letter of support and commitment to the Oregon DEQ for them to submit a grant application. If awarded, this would give the city \$1,890,000 to apply towards workforce housing. The letter had to be submitted to DEQ no later than March 13, 2024, to meet the application deadline.

MILLS moved, KIRBY seconded, **THE CITY COUNCIL APPROVE THE CITY MANAGER TO SIGN AND SEND A LETTER OF SUPPORT AS ATTACHED TO THIS REPORT TO THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) TO REQUEST A GRANT FOR WORKFORCE HOUSING.** Roll call vote: Mills-yes; Baker-out; Kirby-yes; Hart-out; Bakefelt-yes; Melendrez-yes; Folden-yes. Motion carried 5/0/2.

DEPARTMENT HEAD UPDATES**Community Development: Quarterly Report**

Dan Cummings, City Manager/Economic Development Director, presented.

HAND-OUTS**Department Stats:**

Public Works, Fire, Police, Code Enforcement: February, 2024

Minutes:

Airport 02/05/2024; County Court 02/21/2024

Packet

V&C: 03-07-2024



CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Councilor Kirby stated a comment to the Airport Committee. They'd really gotten their act together. They had taken seriously being asked to mirror the process and procedures the Council used. The minutes received from the Airport Committee reflected that, and they were trying to conduct business as the Council did. He already told the committee, and now hoped to encourage other city committees to follow those steps as well.
- Councilor Mills stated that she and Councilor Bakefelt attended the drone training that day. She couldn't say she could go fly one, but it was very interesting. It was put on by General Pacific, and it was good presentation. She could see the use of and need of them in the city's fire and police departments. There were many uses for them, but for Ontario, she thought they would be a great asset to many things that those departments could use them for.

Councilor Bakefelt agreed that the drone training was very well done. Brule set it up for the fire department and she could see how it could be used for traffic accident reconstruction and for things like if an officer was on a call and they could see where the criminal was hidden, maybe they could adjust their approach to stay safer. There were quite a large variety of drones, which was surprising, ranging from \$6,000 up to who knows what. The city could probably get a few good ones for around \$25,000. An interesting thing was that during the two-day training course, you had to have someone qualified to teach it as it was an income generating type situation.

- Councilor Bakefelt stated she took a 40-hour class on Crisis Intervention Training, which made her think about being on the Crisis Intervention Team, because it was another goal, but she had a lot of other things she was doing currently. She found it interesting and something that could be used in the public or in families. If something was happening in the city, it could be beneficial.
- Councilor Bakefelt gave a shout out to the police department as that night they were doing a defensive tactics training course at the Cultural Center, with 25 people attending. She had popped in to make an appearance and thank the guys for showing up, all prior to the Council meeting.
- Councilor Melendrez stated when Mr. Carter had been there earlier, he asked Councilor Melendrez about the DAC being on the city calendar, and asked that it be added in the future if it wasn't already.

EXECUTIVE SESSION**Executive Session: ORS 192.660(2)(h)**

An executive session was called at 7:18 p.m. under provisions of ORS 192.660(2)(h) to discuss Current or Potential Litigation. The Council reconvened into regular session at 7:25 p.m.

ADJOURN

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

ACCEPTED:**ATTEST**_____
Deborah K. Folden, Mayor_____
Tori Barnett, MMC, City Recorder



**CITY OF ONTARIO
MAYORAL PROCLAMATION
VIETNAMESE-AMERICAN REMEMBRANCE DAY**

WHEREAS, Vietnamese refugees have proudly resided in the City of Ontario and surrounding communities since the conclusion of the Vietnam War on April 30, 1975; and

WHEREAS, Vietnamese-Americans have put forth their full toiling energy building the City of Ontario, Oregon in a multitude of prominent areas including industry, economy, culture, education, and military service; and

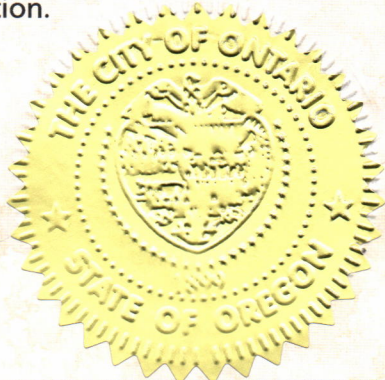
WHEREAS, Vietnamese Americans have counted on the State of Oregon, as being their second heart, mind, and family homeland; and

WHEREAS, Every year, Vietnamese-Americans celebrate Remembrance Day on April 30th to solemnly honor the 58,000 American soldiers, and more than 300,000 South Vietnamese soldiers who sacrificed their lives in the line of duty for freedom and democracy in South Vietnam from 1955 to 1975.

NOW, THEREFORE, BE IT RESOLVED that I, Deborah K. Folden, Mayor of Ontario, Oregon, do hereby proclaim April 30, 2024, to be recognized as

VIETNAMESE-AMERICAN REMEMBRANCE DAY

and encourage all to join in the reverent recognition of this cultural heritage celebration.



Deborah K. Folden, Mayor



COMMUNITY IN ACTION

**2024 SHELTER PROGRAM UPDATE
HOUSING MANAGER**

PRISCILLA GARCIA

EXECUTIVE DIRECTOR

JODY WARNOCK

**MALHEUR HARNEY COUNTY
HOUSING AUTHORITY**

KRISTY RODRIGUEZ

**Helping
people.
Changing
lives.**

Agenda

Introductions & Winter Shelter
Info/Refresher

HB 2006 & HB 5019

Update on CinA Shelters

Current Plans and Needs for Shelter
Shelter & Homeless Data

Past Shelter Resident Testimonials

Questions

Who are we?

COMMUNITY
in **ACTION**

- We exist to empower low and moderate-income individuals and families of Harney and Malheur Counties.
- We provide education and counseling, skills development, and access to community resources that help create self-sufficiency.



Housing Authority of
Malheur & Harney County

SERVING SOUTH EASTERN OREGON

The mission of the Housing Authority of Malheur & Harney Counties is to address the need for available, safe, decent, sanitary and affordable housing for extremely low and low-income residents of Malheur and Harney Counties.

Our vision is to provide housing that helps residents improve their economic standing, self-sufficiency, and overall well-being. We strive to engage with community partners to enable us to create a positive impact on the lives of our community members. We aim to identify barriers affecting our communities and implement lasting solutions that will help our residents and community thrive.



Community in Action's Tiny Shelter Program

- **16 tiny shelters provide a temporary and safe place to live for those who are literally homeless.**
- **While in shelter all participants actively work on case management plans that are designed to help them attain an improved living situation.**
- **Shelters have 24/7 onsite monitors and cameras to ensure the safety of property and shelter stayers.**
- **All residents are provided on going case management, advocacy, and referrals.**



Shelter Amenities

All shelter are well insulated and have wall heaters to ensure warmth through the harsh winters. Each unit is equipped with cots, sleeping bags, pillows, mini fridge, and microwaves. All shelter stayers are also provided with weekly laundry, gas, and shower vouchers.

While residents have been in the shelter partner agencies have been able to send referrals, provide outreach, and services.



Shelter Transitioning from Winter Shelter to Year Round Shelter

- The Housing Authority of Malheur County and Community in Action have been working since Malheur County was added in as an opt in county to the Governors Executive Order 23-03. We submitted plans for Rapid Re Housing funding and Shelter funding. The Rapid Re Housing plan was approved and we were provided HB 5019 funding that has assisted with our Turn Key Project and additional RRH beds. Our original plan for shelters were denied.
- Recently OHCS came back and provided funding from HB 5019 funds to support our efforts in turning our Winter Shelters into a year round project. Funding will allow CinA to purchase the property, add cooling systems, and operations to cover the shelter through 2025.

EO 24-02 maintains added capacity for the state's shelter system, rehouses people experiencing homelessness, and prevent homelessness

EO 24-03 refreshes the state's Interagency Council on Homelessness which was directed to develop plans for reducing sheltered and unsheltered homelessness based upon an analysis ordered by EO 23-03 that was signed in January 2023.

Oregon House Bill 5019 (HB 5019), introduced during the 2023 Regular Session, addresses critical housing needs in the state. The bill focuses on state financial administration related to housing. It appropriates funds from the General Fund to specified state agencies for housing-related purposes.

Oregon House Bill 2006 (HB 2006)

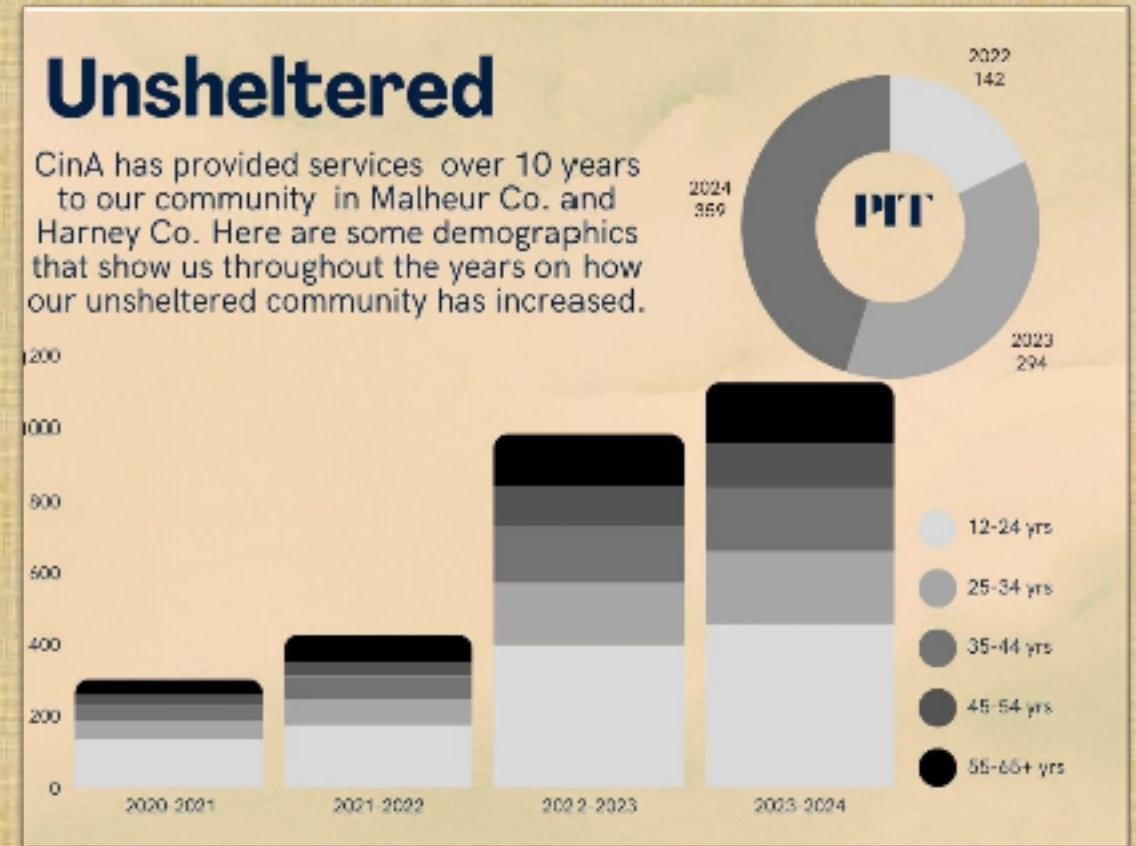
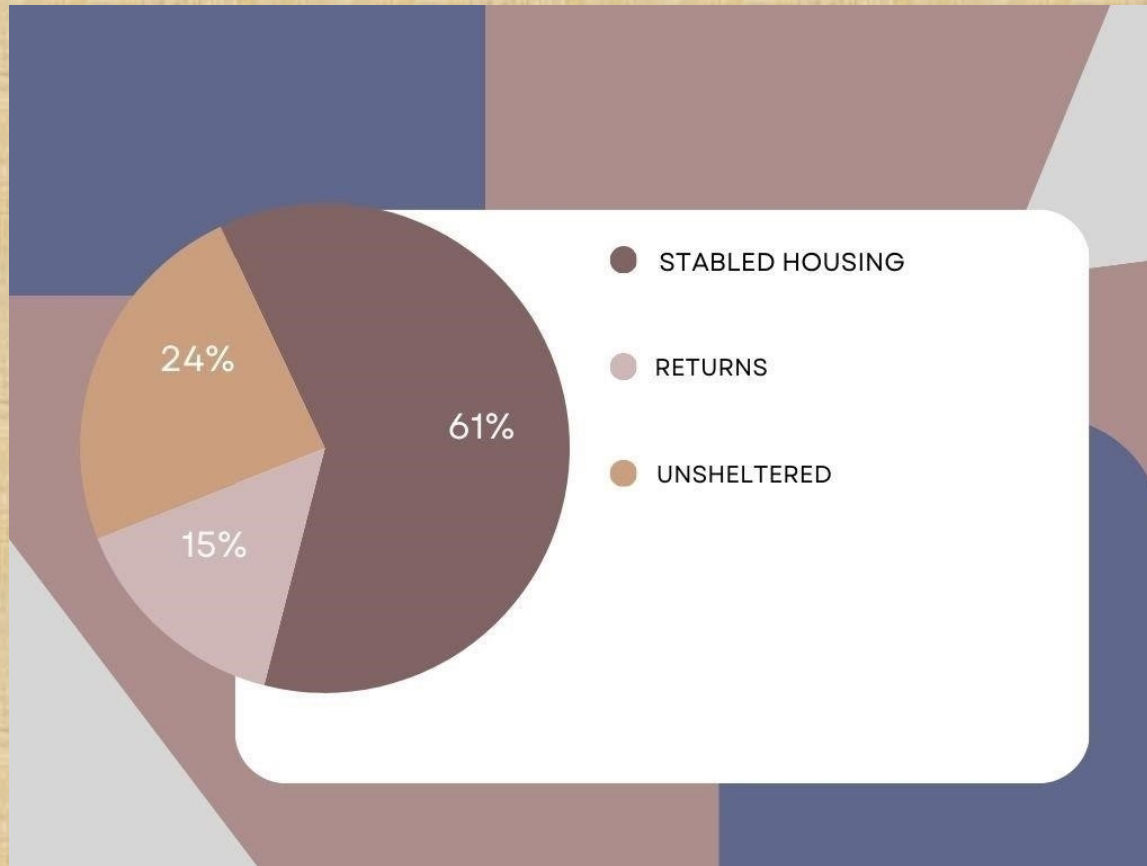
The bill defines the term “**emergency shelter**.”

- It requires local governments to allow the siting of qualifying emergency shelters by qualifying entities, notwithstanding land use laws and regulations. The bill aims to address homelessness and improve access to emergency shelter and transitional housing.
- By relaxing land use regulations, it facilitates the establishment of emergency shelters.
- It encourages collaboration between government agencies and organizations to enhance housing services and support.

House Bill 2006 represents a significant step toward addressing housing challenges and ensuring access to emergency shelter for vulnerable populations in Oregon.

Unsheltered Data/ Shelter Data

Data was gathered from HMIS data base and Malheur County Point in Time Count.



Stably housed- This could mean anything from attaining their own housing with or without subsidy. This also includes transitional housing, assisted living, reuniting with family etc.

Community Support & Helping Hands.



Hygiene Kits



Advocates worked in putting together hygiene packs that were donations; and sorting the coats in preparation for Point Time in Count.

Community volunteers and leaders canvased the assisted map out areas. Count took place under bridges, abandoned buildings, street, parks, shelters, food pantries, and



Point Time in Count received tremendous support from local news stations and newspapers

<https://www.facebook.com/watch/?v=228717016961401>



Shelter Updates and Plans

CinA is on year four of a six year donated lease from property owners where the shelters are located. Since funds were allocated from OHCS we are in negotiations of purchasing the property. The shelters were built in 2020. When they were designed our main goal was to ensure they stay warm through the winter months.

We are now working with contractors and gathering bids to set up cooling systems for each unit.



Future Needs and Plans

Our biggest goal is to build permanent restrooms facilities on site for shelter stayers to access. Additionally, we would like to be able to provide onsite laundry facilities, share cooking space, additional office space, and more shelter units.

We have received additional funding through HB 5019 unfortunately it does not cover all needs. We are still seeking funding and donations meet our long term goals.



Testimonials of the unsheltered voices that have restored their journey with the Tiny Shelters Program.

Hello, I would just like this city council to be aware of how Community in Action has empowered and propelled me into a better quality of life. In November of 2023 they housed me in their Tiny Homes, after I had been facing and living homeless for several years. This allowed me to have safety and security and allowed me the ability to really care for myself with regular sleep patterns and hygiene and a physical address to give prospective employers. It has been six months now and I'm housed in their nine bedroom unit and am now working at the same Tiny homes as a monitor that once housed me.

I will forever be grateful to Community in Action for the housing and support which has allowed me to completely turn my life around. Please, City Council Members, continue to support their efforts as there are success stories that come from their amazing work. I am extremely proud to say that I am one of those success stories.
Thank you (Deanna Brown)

My Story.....

Hello,

I am a single father of 3. I am writing this letter to thank and acknowledge Malheur County Community in Action for their help and support in finding shelter and permanent housing for me and my family. Through them I was able to start in a shelter, move to transitional housing where they provided the necessities for us, like dishes, appliances, towels, furniture, and bedding. We were able to live in safe and comfortable environment of our own until we were able to obtain permanent housing. Now we are in our own home where Community in Action was able to assist with our security deposit to move in. Because of them, I was able to have a successful ending to my struggle of being homeless with three children. I finally felt I had the support through their program, and I am forever thankful.

-J. Flores



**AGENDA REPORT
NEW BUSINESS
April 9, 2024**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **RESOLUTION #2024-105: SUPPLEMENTAL BUDGET TO PURCHASE TRAVEL CARS**

DATE: April 2, 2024

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2024-105: A RESOLUTION APPROVING A SUPPLEMENTAL BUDGET TO APPROPRIATE FUNDS FOR TRAVEL CARS PURCHASE.

SUMMARY:

Attached is Resolution #2024-105.

BACKGROUND:

On February 27, 2024, the City Council approved the purchase of two travel cars. A resolution was to be brought back for Council approval once actual costs were known.

CURRENT SITUATION:

The attached resolution is to appropriate funds for the purchase of the two travel cars. Each car cost \$31,995, which is less than the \$34,319 originally presented.

ANALYSIS:

- A. **STRATEGIC PLAN** No direct strategic plan impact.
- B. **FINANCIAL** The cost of the two travel cars is as follows:

City-wide travel car: 3 surplus cars were sold for a total of \$9,950, which left a net cost of \$22,045. The \$22,045 is proposed to come out of the General Fund admin overhead contract services, leaving a remaining budget of \$28,955 in that budget.

Police travel car: 3 surplus vehicles were sold for a total of \$8,600 and there was a prior year insurance payment received of \$10,864. This left a net cost of \$12,531. The cost of \$12,531 will come from the public safety reserve department of the Reserve Fund contingency. This will leave a balance of \$385,611 in the public safety reserve fund contingency.

- C. **TIMING** The budget adjustment needs to be made before June 30, 2024.
- D. **POLICY/LEGAL** A formal resolution approved by the City Council is required to expend the funds per ORS 294.

ALTERNATIVES:

The Council could choose use other funding sources for the purchase.

RECOMMENDATION:

Staff recommends the Council approve Resolution #2024-105.

ATTACHMENTS:

1. Resolution #2024-105 Travel Cars



RESOLUTION #2024-105

A SUPPLEMENTAL BUDGET TO APPROPRIATE FUNDS FOR TRAVEL CARS PURCHASE

- WHEREAS,** The City travel cars have become unreliable and the police department currently doesn't have a travel car; **and**
- WHEREAS,** The City Council approved the purchase of 2 travel cars at the council meeting on February 27, 2024, each car costs \$31,995; **and**
- WHEREAS,** There are insurance proceeds from a police car accident and the city was able to surplus and auction the old cars in order to fund a portion of the new travel cars; **and**
- WHEREAS,** The City desires to modify the 2023-2024 budget in order to appropriate funds for the travel car purchases.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the following adjustment to the fiscal year 2023-2024 budget:

Line Item	Item Description	FY 23-24 Budget	Amount of Change	Adjusted Budget
GENERAL FUND				
001-000-469181	Capital Asset Sales	\$ -	\$9,950	\$9,950
001-004-615550	Contract services	\$83,500	(\$22,045)	\$61,455
001-004-712101	City Fleet Car	\$ -	\$31,995	\$31,995
RESERVE FUND – PUBLIC SAFETY				
055-000-469181	Capital Asset Sales	\$ -	\$8,600	\$8,600
055-131-871000	Contingency	\$398,142	(\$12,531)	\$385,611
055-131-712103	Police Car Purchase	\$ -	21,131	\$21,131

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 9th day of April, 2024, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 9th day of April, 2024.

Deborah K. Folden, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
April 9, 2024**

To: Mayor and City Council

FROM: Marshall Pierce, City Engineer/Project Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **CDBG GRANT ADMINISTRATION SERVICES FOR NEW SECONDARY RIVER INTAKE PROJECT**

DATE: March 20, 2024

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE GRANT MANAGEMENT TASK ORDER FOR \$25,000 WITH DUCOTE CONSULTING FOR THE CDBG GRANT MANAGEMENT OF THE NEW SECONDARY RIVER INTAKE PROJECT AND AUTHORIZE THE CITY MANAGER TO SIGN ALL DOCUMENTS.

SUMMARY:

The City of Ontario was awarded funding from the Community Development Block Grant program from Business Oregon. Funding will be used for improvements to the city's drinking water supply system, specifically a new secondary river intake. The current phase of the CDBG grant program is engineering design of the secondary river water intake to improve the reliability and capacity of the city's drinking water supply system. The improvement is a component of the city's overall Drinking Water Master Plan approved by the Oregon Health Authority in 2021.

BACKGROUND:

The City of Ontario was awarded funding from the Community Development Block Grant program from Business Oregon. Funding will be used for public infrastructure improvement for the City's drinking water supply system, specifically a new secondary river intake.

CURRENT SITUATION:

With funding approved for the first phase (engineering design), a grant administrator should be signed to provide successful implementation of the grant for the life of the project. An RFQ is currently out to engineering firms, closing March 28, 2024, for the design work.

ANALYSIS:

- A. **STRATEGIC PLAN** The project is consistent with the city's Strategic Plan.
- B. **FINANCIAL** The project is funded with federal grant funds.

C. **TIMING** With the grant being awarded, time is of the essence in completing the work.

D. **POLICY/LEGAL** None.

ALTERNATIVES:

If the city elects not to move forward with the award of the task order, the implementation of the grant will need to be completed by city staff who lack technical expertise and experience with the program, which will challenge successful implementation.

RECOMMENDATION:

Staff recommends awarding the Task Order to Ducote Consulting in the amount of \$25,000 for grant administration assistance for the new Secondary River Intake Project.

ATTACHMENTS:

1. 2024.3.14_Ducote CDBG Scope of Work

Not to Exceed: \$25,000 Grant Administration (not to exceed)

Fee: \$110/hr

Exhibit A: Grant Administration Scope of Work

The Grant Administrator shall provide the following services associated with the CDBG grant for the City of Ontario's Secondary River Intake Project (P23006) as delineated in the appropriate grant handbook and other agency specified publications (this listing is not meant to be exhaustive or exclusive):

Coordinate Grant Administration Activities:

- Serve as central contact for local, state, and federal people involved in the project.
- Possess knowledge of state and federal laws/requirements affecting the project.
- Coordinate all grant activities.
- Monitor project progress against the Scope of Work and Budget, providing the results to the City of Ontario and OBDD.
- Ensure grant recipients(s) meets all conditions of the grant contract and that contractors fulfill contractual obligations.
- Assist with procuring architect/engineering services and construction contractors, if needed:
 - Possess knowledge of state law for procurement of materials and services.
 - Comply with state and local procurement laws and ordinances.
 - Prepare Requests for Proposals and/or Requests for Qualifications.
 - Coordinate drafting and reviewing of contracts to ensure compliance with federal requirements.
 - Prepare scope of services for each contract and obtain approval by appropriate regulatory authorities.
 - Ensure state review of all project-related contracts.
 - Prepare contract amendments or requests to state for grant contract amendments, when needed.
- Ensure that all the exhibits and conditions of the grant contract are fulfilled.
- Label all correspondence and other required documents with the appropriate project ID number(s).
- Obtain copies of all project Contracts and Agreements and provide copies to OBDD.
- Submit WBE and MBE outreach efforts and document the same, if required.
- Prepare budgets, schedules, and amendments as needed.
- Establish and maintain grant files during the project, which upon project completion shall be given to the City of Ontario for their records.
- Prepare cash requests, progress reports and other documents on an "as needed basis".
- Participate in visits from the various State and Federal agencies to monitor the project. Prepare any responses to "Findings" of these visits after consulting with the City of Ontario.
- Prepare, and after review by the City of Ontario submit reports as needed, to include the Project Completion Report.

- Provide financial information on the grants for any audits performed to include the City of Ontario's Annual Audit.
- Other duties as assigned/needed.

Complete "first draw" Requirements Prior to Requesting a Drawdown of Grant Funds:

- Ensure preparation and signing of *Finding of Exemption from Part 58 Environmental Review Requirements* for grant administration, engineering, architectural and other "exempt" activities.
- Ensure that the appropriate environmental review process occurred and was completed BEFORE any construction contract is awarded. This includes:
 - Preparation of the Environmental review record
 - Publication of appropriate notice;
 - Obtain review of plans, specification and all bid documents, including the advertisement (call) for bids, at least 10 days before anticipated advertisement date.
- Ensure adoption and publication of a Fair Housing Resolution.
- Ensure compliance with the state of Oregon's *Residential Anti-displacement and Relocation Assistance Plan*, if applicable.
- Ensure completion of Self-Evaluation for Compliance with Section 504 Handicap Accessibility Checklist and related requirements.
- For participants with 15 or more employees, assure a current *Policy of Nondiscrimination on the Basis of Handicapped Status* and related grievance procedures are in place.
- Complete an OBDD reviewed Section 3 Plan.
- Complete OBDD reviewed Limited English Proficiency Language Access Plan (LAP).
- Ensure procurement of federal labor standards compliance services.

Complete "final draw" Requirements and Project Closeout

- Submit a completed *Minority, Women and Emerging Small Business Activity Report*.
- Submit a completed Section 3 Summary Report, if applicable.
- Provide evidence of actions to further Fair Housing.
- Ensure holding of Second Public Hearing and submission of all necessary documentation.

Responsibilities of the City of Ontario:

Initial Procurement of Grant Administration Services:

- Legal review of contract and agreements
- Monitor the performance of the Grant Administrator and provide support.

Initial Procurement of Engineering Services

- Coordinate with Grant Administrator to procure these Services
- Review and approve procurement documents
- Advertise and select for these services
- Legal review of contract and agreements

The City of Ontario will be the fiscal agent for these grants, receiving and dispersing the grant funds after the Grant Administrator has reviewed and approved these requests.

Exhibit B

Oregon Community Development Block Grant

Required Federal Contract Clauses

Use for Non-Construction Contracts Where the Grant Award Exceeds \$100,000

1. **Source of Funds**

"Work under this contract will be funded [in part/in its entirety] with federal grant funds from the Oregon Community Development Block Grant program."

2. **Conflict of Interest**

No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

3. **Minority, Women and Emerging Small Business**

Before the final payment to Contractor is made, Contractor shall submit the attached "Minority, Women and Emerging Small Business Activity Report".

4. **Section 3**

Economic Opportunities for Low- and Very Low-Income Persons (This clause is applicable only if the Community Development Block Grant exceeds \$200,000 and the construction contract exceeds \$100,000)

- The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- The parties to this contract agree to comply with HUD's regulations in 24 CFR

part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.
- The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- Contractor shall complete the required Section 3 report form 60002, included as Exhibit 5C of the CDBG Grant Management Handbook and submit the completed form to the city/county grant recipient with the final construction pay estimate for the project.

5. Prohibition on the Use of Federal Funds for Lobbying

As evidenced by execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and
- Contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Signed (Contractor)

Title/Firm



**AGENDA REPORT
NEW BUSINESS
April 9, 2024**

To: Mayor and City Council

FROM: Marshall Pierce, City Engineer/Project Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **AUTHORIZATION TO APPLY FOR SAFE DRINKING WATER REVOLVING LOAN FUNDS (SDWRLF) FOR A NEW 3.0 MG STORAGE TANK**

DATE: April 1, 2024

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE APPLYING FOR SAFE DRINKING WATER REVOLVING LOAN FUNDS TO SUPPORT THE DESIGN AND CONSTRUCTION OF A NEW 3.0 MG STORAGE TANK TO IMPROVE THE CAPACITY AND RELIABILITY OF THE CITY'S DRINKING WATER SYSTEM, AND AUTHORIZE THE CITY MANAGER TO SIGN ALL GRANT APPLICATION DOCUMENTS.

SUMMARY:

The City of Ontario is eligible to apply for funding from the Safe Drinking Water Revolving Loan Fund program from Business Oregon, from the Bipartisan Infrastructure Law. Funding can be used to improve water quality, capacity, and reliability, such as improvements to the city's drinking water supply system. The city is proposing to apply for the project award maximum of \$6,000,000 to fund the majority of the design and construction of a new water storage tank, replacing the East Side Storage Tank. The improvement is a component of the city's overall Drinking Water Master Plan approved by the Oregon Health Authority in 2021. The location of the project is at the city's Water Treatment Plant at 1900 SE 5th Avenue. The project benefits residents throughout the City of Ontario.

BACKGROUND:

The City of Ontario is eligible to apply for funding from the Safe Drinking Water Revolving Loan Fund program from Business Oregon, from the Bipartisan Infrastructure Law. Funding can be used to improve water quality, capacity, and reliability, such as improvements to the city's drinking water supply system. A Letter of Intent was sent to Business Oregon in September of 2022.

CURRENT SITUATION:

The city is proposing to apply for the project award maximum of \$6,000,000 to fund the design and construction of a 3.0 MG storage tank to improve the reliability and capacity of the city's drinking water supply system. The improvement is a component of the city's overall Drinking Water Master Plan approved by the Oregon Health Authority in 2021.

ANALYSIS:

- A. **STRATEGIC PLAN** The proposed application is consistent with the city's Strategic Plan.
- B. **FINANCIAL** If successful, the loan funds will help support the city's financial position. Of the \$6M total amount, \$3,129,383 is a forgivable loan. The remaining \$2,870,617 would be a loan with an interest rate not to exceed 80% of the current market rate. Currently, this would equate to 2.16% interest. The interest cost would be \$1,060,383 (30-year term).
- C. **TIMING** The Application Package is due on the 15th of April; time is of the essence.
- D. **POLICY/LEGAL** The City Council must authorize the application.

ALTERNATIVES:

The city could pass on the loan opportunity, of which more than half is forgivable.

RECOMMENDATION:

Staff recommends submitting a SDWRLF application to help fund a new 3.0 MG water storage tank to improve capacity and reliability for the drinking water system.

ATTACHMENTS:

None



**AGENDA REPORT
NEW BUSINESS
April 9, 2024**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **RESOLUTION #2024-106: SAFE DRINKING WATER REVOLVING LOAN FUND APPLICATION**

DATE: April 5, 2024

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2024-106: A RESOLUTION TO APPROPRIATE FUNDS FOR THE SAFE DRINKING WATER REVOLVING LOAN FUND APPLICATION, NOT TO EXCEED OF \$10,000.

SUMMARY:

Attached is Resolution #2024-106.

BACKGROUND:

The City Council discussed the loan application in item D. With the approval to apply for the safe drinking water revolving loan fund application, staff would like to hire Anderson Perry and Ducote Consulting to prepare the application. There was a purchase order approved for \$10,000 in September 2022 that wasn't rolled forward to the current year budget.

CURRENT SITUATION:

Ducote Consulting has been working with the city on CDBG grants as the administrator and have done a great job. The city would like to hire Ducote Consulting to prepare the application for the Safe Drinking Water Revolving Fund Application.

Anderson Perry had been working to get a good cost estimate on the project in order to know how much funding is necessary to complete the project.

The staff estimate is that the work won't exceed \$5,000 total. However, the \$10,000 in the budget resolution gives a little extra if needed.

ANALYSIS:

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

- B. **FINANCIAL** \$10,000 will come from the Water Fund contingency, which will leave a balance of \$844,936.
- C. **TIMING** The application needs to be submitted by April 15th.
- D. **POLICY/LLEGAL** A formal resolution approved by the City Council is required to expend the funds per ORS 294.

ALTERNATIVES:

The city could choose not to appropriate the funds for the application.

RECOMMENDATION:

Staff recommends the approval of Resolution #2024-106.

ATTACHMENTS:

1. Reso #2024-106 Safe Drinking Water Application Funding



RESOLUTION #2024-106

A RESOLUTION TO APPROPRIATE FUNDS FOR SAFE DRINKING WATER REVOLVING LOAN FUND APPLICATION

- WHEREAS,** The City would like to apply for the Safe Drinking Water Revolving Loan Funds, this needs to be done as soon as possible; **and**
- WHEREAS,** The City had a purchase order for \$10,000 approved in September 2022 for Anderson Perry to prepare the application that didn't carry forward to the current budget; **and**
- WHEREAS,** The City would like to contract with Ducote Consulting and Anderson Perry to prepare the application; **and**
- WHEREAS,** The City desires to modify the 2023-2024 budget in order to appropriate funds for the professional services needed to prepare the application.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the following adjustment to the fiscal year 2023-2024 budget:

Line Item	Item Description	FY 23-24 Budget	Amount of Change	Adjusted Budget
WATER FUND				
105-160-871000	Contingency	\$854,936	(\$10,000)	\$844,936
105-160-615550	Contract services	\$2,084,267	\$10,000	\$2,094,267

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 9th day of April, 2024, by the following vote:

AYES:
NAYES:
ABSENT:

APPROVED by the Mayor this 9th day of April, 2024.

Deborah K. Folden, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
April 9, 2024**

To: Mayor and City Council

FROM: Marshall Pierce, City Engineer/Project Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **SAFE STREETS FOR ALL GRANT (SS4A): KITTELSON TASK ORDER FOR COMPREHENSIVE SAFETY ACTION PLAN**

DATE: April 2, 2024

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE KITTELSON AND ASSOCIATES, INC., TASK ORDER TO PROVIDE TECHNICAL CONSULTING AND DEVELOPMENT OF THE COMPREHENSIVE ROAD SAFETY ACTION PLAN AS PART OF THE SAFE STREETS FOR ALL GRANT.

SUMMARY:

The City of Ontario was awarded a \$280,000 FHWA grant to complete a Comprehensive Safety Action Plan. The plan requires a technical consultant to perform data collection, analysis, concept designs, and plan development.

BACKGROUND:

The City of Ontario was awarded a \$280,000 Federal Highway Administration (FHWA) grant to complete a Comprehensive Safety Action Plan. The plan requires a technical consultant to perform data collection, analysis, community outreach coordination, concept designs, and plan development.

CURRENT SITUATION:

The City of Ontario was awarded a \$280,000 FHWA grant to complete a Comprehensive Safety Action Plan. A technical consultant is now needed to work with the Task Force on creating a draft and final Safety Action Plan. Staff reviewed the city's transportation engineering services roster and chose Kittleson and Associates, Inc. as the technical consultant. Kittleson also performed the City's Transportation Master Plan in 2021.

ANALYSIS:

- A. **STRATEGIC PLAN** The project is consistent with the city's Strategic Plan.
- B. **FINANCIAL** The project is funded with federal grant funds.
- C. **TIMING** With the grant award, a technical consultant is required to develop the plan.

D. **POLICY/LEGAL** The City Council is required to approve the task order.

ALTERNATIVES:

The City Council could choose not to approve the task order. Another company would need to be approved in order to receive the grant funds.

RECOMMENDATION:

Staff recommends awarding the Task Order to Kittelson in the amount of \$276,710 to act as the City's Technical Consultant to develop the Comprehensive Safety Action Plan as required for the Safe Streets for All Grant.

ATTACHMENTS:

1. Kittelson task order

Ontario Comprehensive Road Safety Plan

Scope of Work

Task 1 – Project Management

Task Purpose: To provide regular, proactive, and timely project management. This includes communication with the City project manager (PM) and the project management team (PMT) (see Task 1.2 below) so that the safety action plan remains on schedule, within budget, meets the City's needs, and includes the Action Plan components described in Table 1 of the Safe Streets and Roads for All (SS4A) Fiscal Year (FY) 2023 Notice of Funding Opportunity (NOFO).

Task 1.1 – Kick-off Meeting

Consultant will prepare for and conduct a kickoff meeting with the PMT using Microsoft Teams or in-person at the City of Ontario if desired by the city. At that meeting Consultant will:

- Review a preliminary schedule, confirm the overall scope, and discuss focus areas;
- Discuss potential project issues or risks and a range of mitigation options for successfully completing the plan;
- Discuss data needs; and
- Identify potential members for the Technical Advisory Committee (TAC).

Task 1.2 – Project Management Team Updates

At project initiation, Consultant will work with the City PM to establish a Project Management Team (PMT). The PMT will include the City PM Daren Fluke, City Police Chief Mike Iwai, City Administrator Dan Cummings, and City Engineer Marshall Pierce. The PMT will routinely coordinate efforts to inform the community of progress and maintain the schedule and budget.

Consultant's project manager will conduct 30-minute bi-weekly conference calls with the PMT. The calls will focus on providing updates of ongoing work, identifying potential issues requiring resolution, and providing a recurring opportunity for the PMT to provide feedback and direction. PMT meetings may be replaced by e-mail updates with approval by the City PM. A simple email-based summary of action items and decisions from each PMT meeting will be distributed to the PMT following each meeting.

Task 1.3 – Project Schedule and Contract Administration

Consultant will prepare an initial detailed project schedule showing draft and final deliverable dates, project meetings, public involvement meetings, and review times. Consultant will maintain and update the schedule as necessary throughout the project. Potential changes in the project schedule will be communicated to and confirmed by the City PM as soon as Consultant is aware that they may need to occur.

Consultant will provide monthly invoices and progress reports to the City, the City PM (Jacobs) will administer the grant agreement contract for the life of the project.

Task 1 Deliverables:

- Kickoff meeting agenda, materials, and meeting notes.
- Agendas and notes from biweekly PMT calls.
- Monthly invoices and progress reports.
- Project schedule.

Task 2 – Community and Partner Organization Engagement

Task Purpose: Gather input from the general public and partner agencies and organizations to understand safety concerns, develop potential solutions, and identify roles and support needed for implementing recommendations from the safety action plan. Input from each group regarding their concerns and needs will help inform the final plan's recommendations.

Task 2.1 – Project Branding

Consultant will work with the City PM to develop branding for the project. Branding will include project logo, report template, and presentation template and will be based on the City's Brand Style Sheet. Consultant will develop up to three draft project branding alternatives and finalize preferred alternative based on comments from the PMT.

Task 2.2 – Technical Advisory Committee (TAC) Meetings

Consultant will engage partner agencies and organizations (e.g., Malheur County, ODOT, emergency medical services (EMS) providers, law enforcement agencies, school district representatives, public health representatives, community-based organizations). A key piece of this plan is expected to include the TAC, which will help guide the plan and coordinate implementation and monitoring activities after the plan is completed. Consultant will work with the PMT to confirm TAC membership. This scope of work currently assumes four TAC meetings:

- **TAC Meeting #1:** Introduction to the plan, safety management process, and Safe System Approach and discussion of TAC member roles, community engagement strategy, project vision and goals, and initial input on safety concerns to be addressed by the plan.
- **TAC Meeting #2:** Review and discuss the crash analysis and the first round of community engagement results. Discussion of potential emphasis areas and revisions to goals and objectives.
- **TAC Meeting #3:** Working meeting to discuss initial site-specific countermeasures for high-priority locations and systemic countermeasure applications.
- **TAC Meeting #4:** Draft safety action plan review, including revised goals, objectives, performance measures, monitoring program, and implementation plan.

TAC meetings are expected to be completed in-person.

Task 2.3 – Community Engagement

Consultant will assist the City PM to draft an Engagement Strategy that:

- Establishes a schedule that maintains engagement throughout the plan's development.
- Identifies special interest groups, difficult to reach communities, and underrepresented populations groups, and the methods the team will use to meet these individuals and groups in an appropriate and welcoming way.
- Outlines public engagement efforts, including the goals of each round of outreach.
- Identifies City and Consultant responsibilities.

Based on a consolidated set of comments provided by the PMT, Consultant will finalize the Engagement Strategy.

It is expected that the community engagement strategy will organize engagement into the following phases:

- **Phase 1:** Gather input on existing conditions and concerns around transportation safety and identify possible locations, and ideas, for improvements.
- **Phase 2:** Gather input on the proposed countermeasures.

Each phase will include engagement techniques specially tailored to collect valuable information in moving the project forward, building consensus, and making key decisions throughout the project's life. Virtual and in-person techniques are expected to be used. Techniques that may be used include:

- Developing a project web page (*assumed to be developed by the City, with content provided by Consultant*);
- Launching an interactive map and survey tailored to each phase of engagement (*survey content and map to be provided by Consultant and posted to project web page by City*);
- Working with City and TAC members to incorporate engagement about this project into existing newsletters, social media, and other communication outlets to broaden the audience and reach (*City to prepare advertising, Consultant to review and provide feedback*); and
- Partnering with City and TAC members to deliver in-person and virtual outreach efforts, including workshops, small-group meetings, participating in other planned community events, leveraging community-based organizations, and other methods identified by the City and TAC members (*City staff to be responsible for all in-person event logistics and attendance, Consultant to provide materials in English and Spanish for and attend in-person events*).

Specific outreach and engagement strategies will be selected in consultation with the City as part of the Engagement Strategy and will be commensurate with the resources available for this task. When possible, existing community groups and City staff will be leveraged to expand the impact of the project's outreach.

Consultant will summarize each round of community engagement in engaging, graphical one-page summaries, which can be posted to the project web page and distributed in smaller bite-sized pieces via social media posts. This will help engaged people see that they were heard and will be used in subsequent project phases to track how community input influences the plan.

Consultant will also prepare a summary of engagement activities. The summary will document the efforts made by Consultant and the City to reach the community. It will include the number of connections made and comments received through each effort and survey respondent demographics (to the extent this information is provided by respondents). The summary will also describe efforts made to identify and reach historically underserved populations and the outcomes of these efforts.

Task 2.4 – City Council Presentations

Elected officials represent their constituents and are responsible for making decisions to move their community forward. Buy-in from them will be critical to the project's adoption and ultimate success in implementation. This scope of work currently assumes two presentations to City Council. Presentations will be made by Consultant in-person. The three presentations are expected to include:

- **City Council Kick-off:** Introduce the safety action plan and Safe Streets and Roads for All (SS4A) program and discuss schedule and ultimate goals of the process. Provide context for City Council to understand potential for community feedback through the engagement process. Provide opportunity to hear from Council members about their priorities.
- **Draft Plan Work session:** Draft plan presentation, including engagement results. Opportunity for Council members to provide feedback and to refine locations and projects that have greatest potential for successful implementation.

City staff may also provide interim updates to Council. City staff will lead adoption process and presentation. Consultant will provide presentation slides for the City to use in these updates (assumed to come from presentations prepared for the TAC or other groups).

Task 2 Deliverables:

- Project logo, report, and presentation templates.
- Draft and Final Engagement Strategy.
- Facilitate and summarize up to four Stakeholder Working Group meetings.
- Implement and summarize community engagement efforts as described in the Engagement Strategy.
- Two City Council presentations.

Task 3 – Data Collection and Analysis

Task Purpose: Evaluate current multimodal roadway safety performance to establish a baseline from which to improve and identify the most important crash patterns and trends. Review existing plans, policies, and practices to understand how they can be leveraged for cost-effective implementation.

Task 3.1 – Existing Plans and Policies Review

Consultant will request existing safety-related plans, and policies from the City. Consultant will request the same from its partner agencies (i.e., Malheur County, ODOT) as they relate to the transportation system in Ontario. Consultant will interview City staff to understand existing safety practices.

Consultant will also identify requirements and guidance from the FHWA related to the SS4A program and the Safe System Approach.

Consultant will review the above information, document existing plans and practices, and identify potential opportunities for improving existing safety planning processes and policies.

Task 3.2 – Data Collection

Consultant will collect data relevant to safety performance and equity. This includes crash data, traffic volume data, roadway characteristic data (e.g., intersection control, number of vehicle lanes), land use data (e.g., locations of schools and transit stops), and demographic data.

Consultant will request relevant data in a GIS format from the City, County, and ODOT and build a safety database using that data.

Task 3.3 – Data Evaluation

Using the data collected in Task 3.2, Consultant will conduct a two-pronged approach to complete this analysis, evaluating high crash locations (identified through the Location Screening), as well as high-risk locations (identified through the Systemic Safety Analysis).

- **Location Screening:** Locations with higher concentrations of crashes, particularly fatal and serious injury crashes, will be identified using Highway Safety Manual methodologies. High-crash locations will be reviewed to identify shared characteristics.
- **Systemic Safety Analysis:** This analysis will identify characteristics across the City's network that correlate with fatal and serious injury crashes for each mode, even if the crashes are not geographically concentrated. These characteristics could include roadway features (e.g., lack of pedestrian infrastructure), driver behaviors (e.g., speeding), or external conditions (e.g., low lighting). Relevant research, including statewide plans, may also be used to identify these characteristics.

In addition, the team will prepare descriptive analysis identifying trends, location characteristics, and contributing factors that most commonly occur in the crash data for Ontario. This will include evaluating the crash data in conjunction with demographic data from the US Census and ODOT's Social Equity Index. These findings will be summarized using maps, charts, and graphs.

The results of these analyses will be used along with public input from the first round of outreach to identify locations (i.e., the High Injury Network [HIN]) for further evaluation for potential site-specific and systemic treatments, as well as emphasis areas to be addressed through systemic countermeasures, including non-engineering strategies.

Task 3.4 - Existing Conditions Technical Memorandum

Consultant will prepare an existing conditions memorandum (Technical Memorandum #1) that summarizes the results of Tasks 3.1-3.3. The memorandum will describe locations and characteristics to be addressed in Task 4.

Based on a consolidated set of comments provided by the PMT and TAC, Consultant will finalize Technical Memorandum #1.

Task 3 Deliverables:

- Draft and Final Technical Memorandum #1.

Task 4 – Strategy Development

Task Purpose: Identify implementable engineering and non-engineering strategies and countermeasures to address the emphasis areas and HIN identified in Task 3.

Task 4.1 – Strategy Development

Consistent with SS4A program requirements and the Safe System Approach, Consultant will work with the PMT and TAC to identify relevant local solutions to address the HIN and emphasis areas identified in the previous task. To identify these solutions, our team will consider proven countermeasures, including those identified by FHWA, NHTSA, and ODOT, as well as innovative emerging treatments that have shown promise at addressing the types of crashes on the HIN and in the emphasis areas.

Consultant will also consider planned projects and existing programs and processes and how they can be used to address the safety problems previously identified. To be consistent with the Safe System Approach, this task will include the following topics:

- **Safer Roads:** Countermeasures to improve area roads will be documented to describe each treatment, the crash type(s) it addresses, and locations where it may be effective.
Countermeasures will include:
 - **Systemic Countermeasures:** Lower-cost countermeasures that can be implemented at multiple similar locations to proactively address the identified emphasis areas.
 - **High Crash Locations:** Engineering countermeasures to address patterns at 5 locations on the HIN. Selected locations will be based on:
 - Crash history
 - PMT and TAC feedback
 - Implementation considerations (e.g., ability for the City to implement projects, funding readiness and opportunities, integration with existing CIPs and other programs), and
 - Effects on historically underserved populations.
 - **Policies and Process Strategies:** Identify opportunities to improve prioritizing safety, including funding, planning, and design processes, guidelines, and standards.
- **Safer Speeds:** Speed's role in crash severity will be considered when developing recommended countermeasures.
- **Safer Road Users:** The plan will address the needs of all road users, including people biking, driving (personal and commercial vehicles), walking, taking the bus, and using mobility devices.

- **Post-Crash Care:** Consultant will interview EMS providers to identify strategies and partnerships that could help improve response times and sharing of real-time information to improve overall coordination.
- **Demographics:** Consultant will assess ODOT's Social Equity Index and Justice40 disadvantaged population data in recommending the top 5 locations (see previous High Crash Locations bullet point in this section). Consultant will consider the effects recommended treatments at these locations may have on historically underserved communities. Consultant may also include recommendations for data monitoring to assess the degree to which the plan's implementation is being carried out equitably.

Partner agencies will be identified when coordination with other jurisdictions may be needed, or desirable, to implement a strategy (e.g., some systemic deployments, projects that affect an ODOT or County-owned road).

Consultant will work with the PMT and TAC to identify for each strategy identified in the process above:

- Approximate implementation timeframe (e.g., short, medium, or long)
- Responsible agency/agencies
- Potential for integration into existing programs or practices

Task 4.2 – Concept Designs

Consultant will develop up to 6 concept designs and planning level cost estimates. These could be for the strategies recommended at the top crash locations identified in Task 4.1 (see previous High Crash Locations bullet point in that section) or they could be treatments, or packages of treatments, to be deployed systemically throughout the City (see previous Systemic Countermeasures bullet point in Task 4.1). Concept designs will include plan-view layouts developed over a scaled aerial image and include the locations of cross-sectional elements (e.g., curb, sidewalks, bicycle facilities, on-street parking, and motor vehicle travel lanes) and callouts describing elements not readily shown in this format (e.g., signal phasing changes), as well as major utility, structural, or other physical constraints or considerations, as known based on readily available data. For systemic treatments, the concept design and cost estimate will represent a typical installation at an example location with discussion of considerations for deployment at other locations.

Consultant will develop a fact sheet for each project, assumed to be up to one-page, including the following information:

- Project narrative
- Planning-level cost estimate
- Crash history/risk factors being addressed
- Expected crash reduction
- Partner agency/organizations (if applicable)

Task 4.3 – Strategies Technical Memorandum

Consultant will document the results of Tasks 4.1-4.2 in Technical Memorandum #2. Based on a consolidated set of comments provided by the PMT Consultant will revise Technical Memorandum #2 for presentation to the TAC and the public. Based on TAC and public feedback (obtained in the second round of engagement described in Task 2.3), Consultant will finalize Technical Memorandum #2.

Task 4 Deliverables:

- Draft, Revised Draft, and Final Technical Memorandum #2.

Task 5 – Safety Plan

Task Purpose: Prepare an actionable safety plan in a concise, visual document.

Task 5.1 – Vision and Performance Measures

The team will work with the PMT and TAC to develop a vision statement, target(s), and accompanying performance measures. This task will work to establish the draft vision statement at the outset of the project and will be formalized at the end of the project with accompanying target(s). The vision statement will meet SS4A requirements, including providing a timeline for achieving the vision, or a timeline for making significant progress toward it, and will help to direct work moving forward to improve roadway safety, with an eye towards zero fatalities and serious injuries.

Consultant will develop draft performance measures once Task 4 is completed. These performance measures will measure how well the safety plan is being implemented and how effective the actions are at reducing target crashes. The performance measures will include those required by the SS4A grant agreement. Consultant will consider statewide performance measures, identified emphasis areas, and local data availability in developing the measures. Consultant will recommend a process for ongoing monitoring and assessment of progress.

Task 5.2 – Draft Safety Plan

Consultant will use the results of the previous tasks to develop a draft safety plan. The final plan will include the following:

- A graphical Executive Summary that can be shared with elected officials, partners, and the public will provide a non-technical summary of the study and actions the City will be taking to improve roadway safety performance.
- Partners and process to develop the plan (taken from Tasks 1 and 2).
- Vision statement and target(s) (from Task 5.1).
- Current roadway safety performance including the High Injury Network and recurring crash trends and patterns (from Task 3).
- Performance measures and process for evaluating progress, including timeframes for reporting performance and where this information will be posted for public access (from Task 5.1).

- Implementation plan (from Task 4).

Consultant will revise the draft plan once based on comments provided by the PMT and TAC members and submit an adoption draft.

Task 5.3 – Final Safety Plan

Consultant will support the adoption process as determined in Task 2. Following the adoption process, Consultant will revise the adoption draft up to two times based on comments received during the adoption process. All relevant project data will be packaged and shared to the City for future use.

Task 5 Deliverables:

- Draft, Adoption Draft, and Final Safety Action Plan.
- Final Safety Action Plan Data Products.

Schedule

Task	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
1 – Project Management										
2 – Community and Partner Organization Engagement										
3 – Data Collection and Analysis										
4 – Strategy Development										
5 – Safety Plan										

Budget

Task	Budget
1 – Project Management	\$18,740
2 – Community and Partner Organization Engagement (includes TAC meetings, Council presentations, and engagement materials, attendance, and summaries)	\$75,680
3 – Data Collection and Analysis	\$37,370
4 – Strategy Development	\$115,000
5 – Safety Plan	\$29,920
Total	\$276,710



**AGENDA REPORT
PUBLIC HEARING
April 9, 2024**

To: Mayor and City Council

FROM: Dan Cummings, City Manager/Community Development Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **ACCEPT RIGHT OF WAY FOR A PORTION OF NW 4TH AVENUE, PER
APPROVED PARTITION PLAT, APPROVED UNDER PLANNING ACTION 2022-
08-22 SUB**

DATE: April 3, 2024

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO ACCEPT THE DEDICATION OF RIGHT OF WAY FOR A PORTION OF NW 4TH AVENUE AS SHOWN ON THE SUBDIVISION PLAT OF MEDICINE VALLEY SUBDIVISION, SAID SUBDIVISION BEING APPROVED BY AN ADMINISTRATIVE ACTION ON SEPTEMBER 22, 2022, UNDER PLANNING FILE 2022-08-22SUB, AND AUTHORIZE THE MAYOR TO EXECUTE HER SIGNATURE ON THE FINAL PLAT ACCEPTING THE DEDICATION OF RIGHT OF WAY AS SHOWN ON SAID PLAT.

SUMMARY:

The City Council, who is the governing body for the City of Ontario, needs to accept the right of way of a portion of NW 4th Avenue as shown on the Plat attached as an exhibit to this report.

BACKGROUND:

The subject property has been subdivided by Riley Hill into six lots with public right of way being dedicated along the southern border of the property. The action requires the dedication of public right of way for portions of NW 4th Avenue.

CURRENT SITUATION:

Construction of all the public improvements will be done at a later date during development of the property and the Partition is ready to be finalized and the public right of way accepted by the City Council.

ANALYSIS:

- A. **STRATEGIC PLAN** This Subdivision leads the way for future development in the area with the dedication of right of way to meet the Growth and Desirability portions of the City Council's Strategic Plan.

- B. **FINANCIAL** There is no financial cost to the city at this time other than normal maintenance of the city infrastructure developed and constructed on the property by the developer.
- C. **TIMING** This action needs to be completed and the right of way accepted.
- D. **POLICY/LEGAL** The City Council, under 10 B-55-45 for a land division involving the creation of streets, shall, by action of the City Council at a public hearing, approve the final plat by motion accepting the public right of way, and the Mayor and planning officials shall sign the plat.

ALTERNATIVES:

The alternative could be to not accept the right of way.

The Council could, by motion, not accept the right of way offered for dedication and instruct the applicant to make the street private. These alternatives would not meet city codes for connectivity and existing public use of portions of the roads.

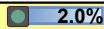
RECOMMENDATION:

Staff recommends that the Council approve the request for the dedication of the street right of way and authorize the Mayor to sign the plat and acceptance of the right of ways as shown on the attached Plat.

ATTACHMENTS:

1. Plat for Medicine Valley Sub-Riley Hill

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT REVENUE
FOR THE PERIOD ENDED
FEBRUARY 29, 2024**

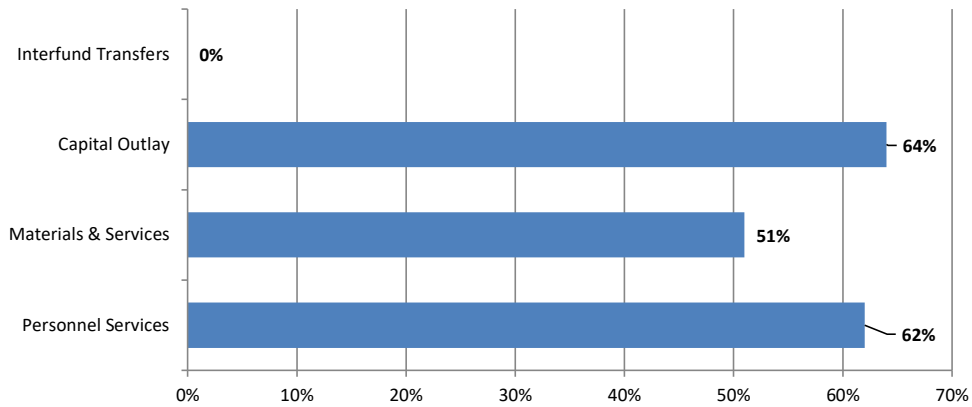
DEPARTMENT	BUDGET	ACTUAL	% REALIZED	COMMENTS
GENERAL FUND BEGINNING FUND BALANCE	3,449,538	3,867,095	112.1%	
Parks	102,000	77,145	75.6%	
Parks & Recreation	102,000	77,145	75.6%	
Fire	310,463	195,341	62.9%	
Code Enforcement	25,300	20,303	80.2%	
Police	421,175	271,831	64.5%	
Dispensary Business License	130,200	68,200	52.4%	
Public Safety Total	887,138	555,675	62.6%	
Interest	49,000	148,568	303.2%	
State Revenue Sharing	155,255	122,986	79.2%	
Administrative Services	497,148	331,432	66.7%	
Other General Revenues	8,485	3,186	37.5%	
Donations	-	-	#DIV/0!	
Property Taxes	4,263,346	4,023,956	94.4%	
Alcohol Bvg License & Fee	231,095	138,158	59.8%	
Cigarette tax	8,474	4,860	57.4%	
Marijuana tax	2,500,000	784,480	31.4%	
Franchise Fees	1,611,689	897,990	55.7%	
Cemetery	45,000	21,400	47.6%	
General Government Total	9,369,492	6,477,017	69.1%	
Planning & Zoning	4,000	6,334	158.3%	
Community development	4,000	6,334	158.3%	
GENERAL FUND REVENUE TOTALS	\$ 10,362,630	\$ 7,116,171	68.7%	
YTD CURRENT YEAR PROFIT(LOSS)				\$ 584,798
YTD BUDGET BENCHMARK			66.7%	 2.0%

CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENDITURES
FOR THE PERIOD ENDED
FEBRUARY 29, 2024

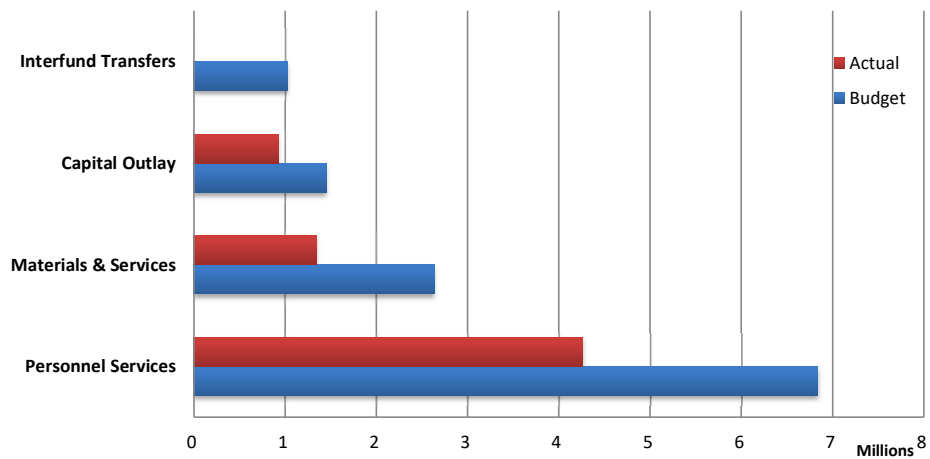
DEPARTMENT	BUDGET	ACTUAL	% EXPENDED	COMMENTS
Parks	173,760	107,595	61.9%	
Parks & Recreation	173,760	107,595	61.9%	
Fire	2,631,693	1,898,988	72.2%	
Code Enforcement	154,109	65,196	42.3%	
Police	5,135,639	2,995,555	58.3%	
Police reserves	3,430	-	0.0%	
Public Safety Total	7,924,871	4,959,739	62.6%	
Administration	524,452	357,338	68.1%	
City Council	38,936	14,029	36.0%	
Business Registration	1,100	528	48.0%	
Cemetery	157,468	110,109	69.9%	
Finance	262,826	159,954	60.9%	
Technology	274,727	204,189	74.3%	
General Government Total	1,259,509	846,147	67.2%	
Community development	253,375	69,989	27.6%	
Community Development	253,375	69,989	27.6%	
Administrative Overhead	959,518	533,078	55.6%	
Non-Departmental Contributions	386,500	14,825	3.8%	
Other Total	1,346,018	547,902	40.7%	
Operating Transfers Out	992,772	-	0.0%	
GENERAL FUND TOTALS	\$ 11,950,305	\$ 6,531,373	54.7%	
YTD BUDGET BENCHMARK			66.7%	 12.0%

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENDITURES
FOR THE PERIOD ENDED
FEBRUARY 29, 2024**

% Expended by Category



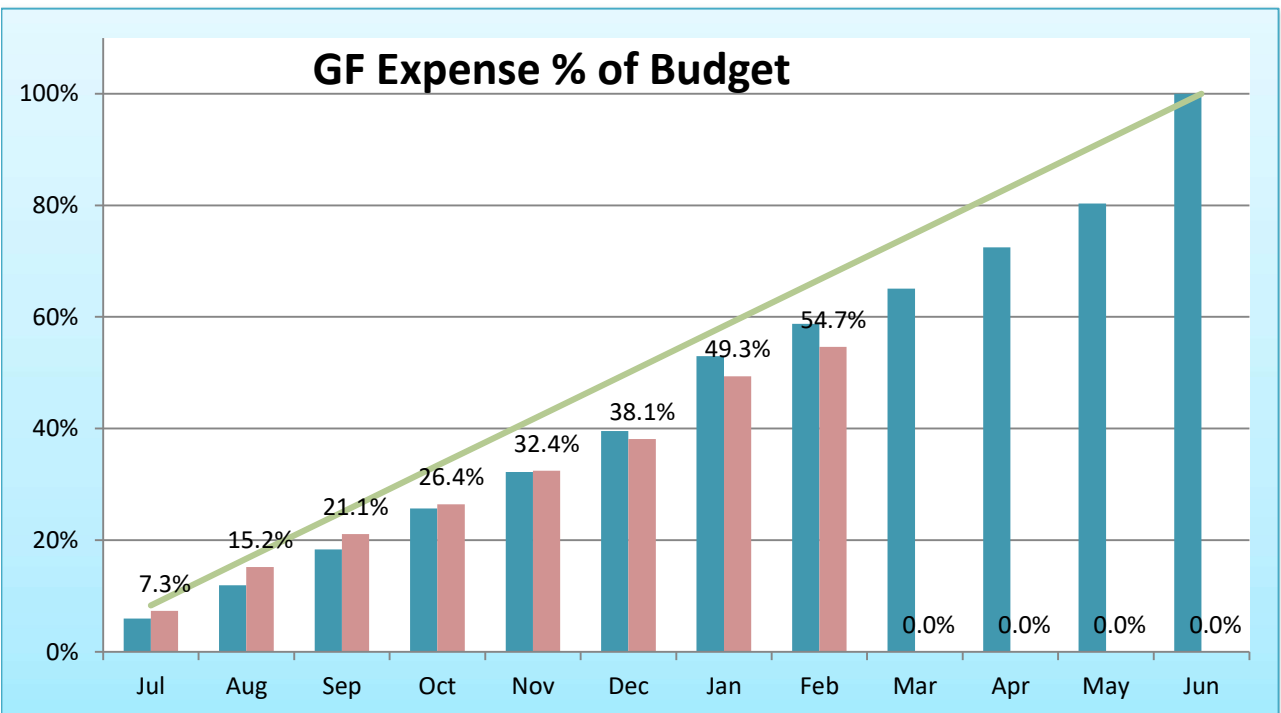
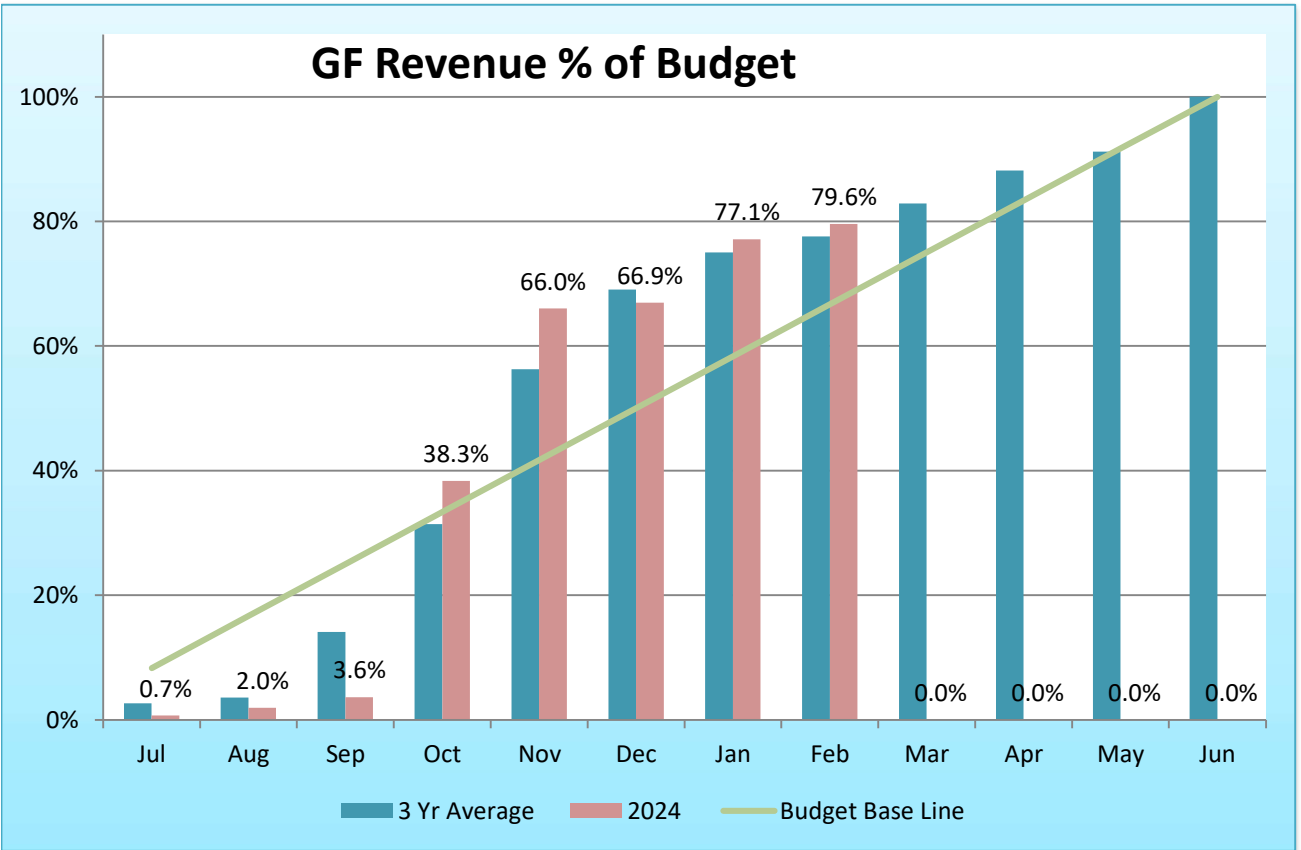
Budget to Actual by Category



**CITY OF ONTARIO
GENERAL FUND - LEGAL SERVICES
AS OF FEBRUARY 29, 2024**

LEGAL EXPENSES		
JULY	\$	5,575
AUGUST		4,863
SEPTEMBER		11,814
OCTOBER		10,149
NOVEMBER		14,363
DECEMBER		10,838
JANUARY		4,960
FEBRUARY		10,967
MARCH		-
APRIL		-
MAY		-
JUNE		-
TOTAL	\$	73,527
BUDGETED AMOUNT	\$	150,000
(OVER) UNDER BUDGET AMOUNT	\$	76,473
Budget remaining		51.0%

**CITY OF ONTARIO
GENERAL FUND
FOR THE PERIOD ENDED
FEBRUARY 29, 2024**



**CITY OF ONTARIO
OTHER FUNDS - EXPENDITURES
FOR THE PERIOD ENDED
FEBRUARY 29, 2024**

DEPARTMENT/FUND	REVENUES				EXPENDITURES		
	BUDGET	ACTUAL	% REALIZED		BUDGET	ACTUAL	% EXPENDED
002 Marijuana Enforcement Fund	25,600	14,635	57.2%		25,600	-	0.0%
010 Grant Fund	350,856	3,021,863	861.3%		350,856	2,630,756	749.8%
027 Building Fund	714,134	837,219	117.2%		267,215	158,236	59.2%
030 Capital Projects Fund	5,867,065	5,441,346	92.7%		3,589,164	124,923	3.5%
031 SDC Fund	854,147	859,526	100.6%		854,147	-	0.0%
045 Street Fund	5,055,420	3,790,969	75.0%		5,055,420	1,753,869	34.7%
050 Trust Funds	1,069,826	970,266	90.7%		873,957	334,241	38.2%
055 Reserve Funds	4,250,095	4,103,862	96.6%		3,053,904	490,626	16.1%
060 Revolving Loan Fund	345,750	335,235	97.0%		345,750	30,000	8.7%
065 Aquatic Donation Fund	-	-	#DIV/0!		-	-	#DIV/0!
105 Water Fund	5,405,026	5,461,932	101.1%		4,550,090	3,003,588	66.0%
110 Sewer Fund	6,178,131	5,404,104	87.5%		4,794,203	3,490,894	72.8%
115 Storm Sewer Fund	464,381	476,768	102.7%		165,665	83,080	50.1%
120 Airport Fund	414,329	225,758	54.5%		414,329	447,505	108.0%

Comments:

YTD BUDGET BENCHMARK

66.7%



QUARTERLY REPORT

October – December 2023



SECOND QUARTER CALL STATS

Month 2023	City Medical	City Fire	Rural Medical	Rural Fire	Hazmat	Totals
October	152	22	16	3	0	193
November	132	26	22	13	1	194
December	179	26	11	9	1	226
Totals	463	74	49	25	2	613
	537		74			
	88%		12%			

SIGNIFICANT INCIDENTS

River Bend Place Apartment Fire

Rich Lane Mobile Home Fire

SW 12th Avenue Attic Fire

747 N. Oregon Street Structure Fire

LNG Tank Fire

NW 15th Avenue Structure Fire

Walmart Natural Gas Line Break

I84 Rollover with Entanglement

American Tire Fire

Simplot Ammonia Leak

Comparison between 2013/2023 Calls (2nd Quarter)

	2013	2023	Difference
Medical Responses	411	512	+101 (25% increase)
Fire Responses	60	99	+39 (65% increase)
Total Emergency Responses	471	611	+140 (30% increase)

APARATUS & EQUIPMENT



- Tower 199 arrived in October and is in service
- New Rescue 1 warranty items
- Our large drone has been helpful for our incidents and has been a great resource for our agency partners as well. We currently have one firefighter working on his drone pilot license.
- Engine 101 had leaks repaired. Still has a sensor that needs replaced (approx. \$4K)
- Our breathing air compressor blew a piston. A new one has been ordered (\$43,765) and should be in service in May.
- OSFM Hazmat Region 14 received two new hazmat apparatus to replace their older ones.
- Old Rescue 1 and ladder 109 are now surplus and in the process of being sold.
- The push in ceremony for the new apparatus was a success.
- Finalized the interagency agreement with OSFM and ORFPD for the new tender received through an OSFM grant.



FIRE PREVENTION



- Plan/Permit review, PDACs, inspections, public education, fire investigation, pre-incident planning, burn permits.
- Brownfield Gym, 8C Schools, MCDC, Pilgram Lutheran.
- October smoke detector program (84 installed)

PERSONNEL



- Performance reviews
- Lt. Allen Montgomery retired.
- Firefighter Francisco Barrera hired full time.
- We now have a bilingual firefighter on each 24-hour shift.
- After a very competitive process for new lieutenant, Lt. Jonathan Rico was promoted.
- Annual awards banquet
- Annual past and present staff Christmas luncheon.



COMMUNITY INVOLVEMENT



- First Grade School Visits
- Fill the Boot
- Funeral for retired Fruitland Chief Rick Watkins
- Trunk or Treats
- Veterans Day parade
- Festival of Trees
- Frosty Fest
- Winter Wonderland Parade
- Help them to Hope
- Adopt a Christmas Family
- Story and craft time at FRCC
- NNO Committee
- Chamber of Commerce



TRAINING

- Weekly trainings are on Tuesday evenings.
- On-duty crews train daily.
- Staff take advantage of outside training as much as possible (FOOLS, NFA, DPSST, SRV).
- Lt. Gammage was moved to 40-hour work weeks during October to transition to our new training officer.
- Pre-incident planning, SRCI Functional Exercise, LEPC, SRV Chiefs & TO's, Tower 199, Marathon Pipeline Regional Exercise, new FF in-house academy.



REGIONAL TRAINING CENTER

- Phase 1 (Interior) 95% complete
- Phase 2 (Burn Cells) 40% complete
- Phase 3 (Asphalt Surface, Drainage, and Training Ditch) 5%
- Phase 4 (Training Tower) 0%
- Project deadline is September 2027



GRANTS

- Marathon Pipeline: \$3500 to the City. (ground monitor)
- Marathon Pipeline: \$3500 to ORFPD (cribbing kit)
- Eastern Oregon Boarder Board: (CAD/RMS)
- Charlotte and Chief Benson are on Ontario's grants committee.
- Oregon Emergency Management SPIRE grant: Sandbagging Machine and larger drone (both unsuccessful).



THANK YOU!

Ontario Fire and Rescue is grateful for the support of the community, City Staff, the Mayor and City Council.



Ontario City Council



Police Department Quarterly Report

Chief Michael S. Iwai
Ontario Police Department
April 9, 2024



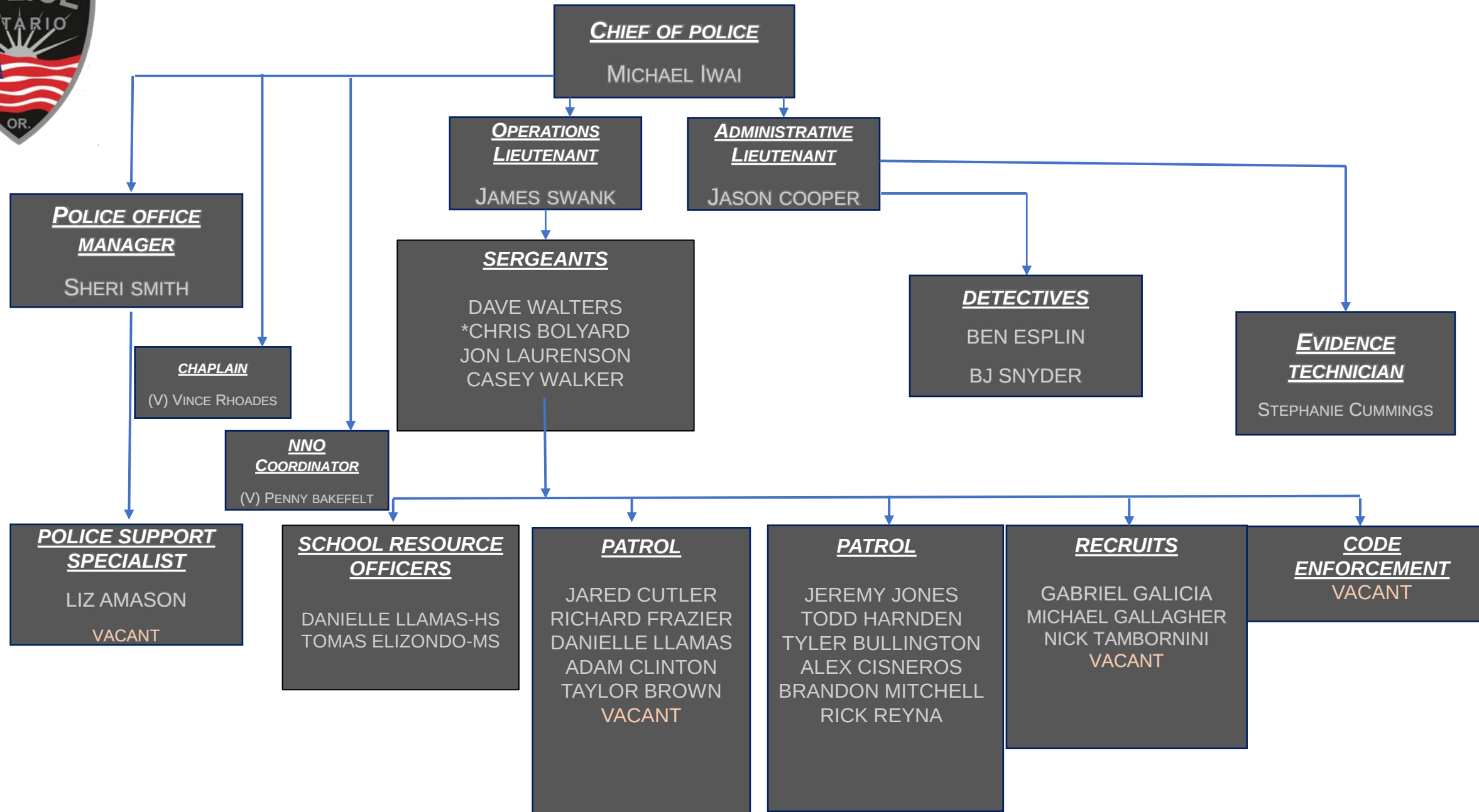
Ontario Police Department Personnel

- Recruit Officer Gabriel Galicia (graduated March 29)
- Recruit Officer Mike Gallagher (graduation date May 24)
- Recruit Officer Taylor Brown (Solo)
- Recruit Officer Tambornini
- One recruit candidate in the final stages
- Two recruit candidates pending interviews
- One recruit officer terminated for cause
- Code Enforcement candidate in background





ORGANIZATIONAL CHART





SIGNIFICANT CASES

- ❑ On March 20, OPD arrested two individuals for several sex offense charges relating to sexually abusing their seventeen (17) year old daughter.
- ❑ On March 2, OPD investigated a sex abuse case involving a juvenile sodomizing a four (4) year old male. This case is being monitored by the Juvenile department and prosecuted by the DA.
- ❑ On February 22, OPD investigated a death investigation whereby a 36 year-old male was found deceased. According to the medical examiner, the subject died from upper GI bleeding related to chronic alcohol abuse.



HIGH DESERT DRUG TASK FORCE

HDDTF 2024 Statistics					
	Jan-March	April-June	July-Sep	Oct-Dec	<u>TOTAL</u>
Investigations Initiated	21	2			23
Arrests	29	1			30
Methamphetamine Seized (lbs)	0.6	0.2			0.8
Fentanyl Pills Seized	780				780
Fentanyl Seized (oz)	0.3	0.5			0.8
Cocaine Seized (oz)					0
Heroin Seized (oz)	0.01				0.01
Bulk processed marijuana seized (lbs)					0
Marijuana plants destroyed					0
Guns Seized	21	1			22
Search Warrants	8	1			9
MCT Inv. Assists (Ontario)					0
MCT Inv. Assists (County)	1				1
Stolen Property Recovered	2				2
Drug Endangered Children	2				2
Currency Seized	\$20,205				\$ 20,205
Property Forfeiture Seized (est.)	40000				\$ 40,000



ON-GOING PROJECTS

- Grants
- Ontario Police Association Negotiations
- Motorola RMS/CAD (transition)
- Policies
- Personnel
- HB 4002





Community and LE Training



- Crisis Intervention Training
- Protecting Lives and Saving Futures
- Malheur County Community Overdose Conversation
- Advanced Roadside Impaired Driving Enforcement
- Employer Drug Impairment Training



RISK MANAGEMENT

Vehicle Pursuits

Without question, many factors influence the decision to pursue. The decision to pursue must be based on the pursuing officer's determination that the immediate danger to the officer, the suspect, and the public created by the pursuit is less than the immediate or potential danger to the public should the suspect remain at large.

- Known information about the suspect
- Traffic and weather conditions
- Officer training and experience
- Physical location
- Resources available





PURSUITS



- The officer had a reason to believe that the suspect had committed, was in the act of committing, or is/was wanted for a violent felony person crime, domestic assault, or posed a significant threat of death or serious physical injury to another person or persons.
- The suspect's reported or observed driving prior to police contact suggested the suspect represented a significant and continuing danger of death or serious physical injury to another person.
- Engagement was necessary to maintain safety of a lone pursuing officer.



RISK MANAGEMENT

Use of Force

Officers shall use only the force that is objectively reasonable to effectively bring an incident under control, while protecting the safety of the officer and others. Officers shall use force only when no reasonably effective alternative appears to exist and shall use only the level of force which a reasonably prudent officer would use under the same or similar circumstances.

The decision to use force “requires careful attention to the facts and circumstances of each particular case, including the severity of the crime at issue, whether the suspect poses an immediate threat to the safety of the officer or others, and whether he is actively resisting arrest or attempting to evade arrest by flight.”



RISK MANAGEMENT

Use of Force

Objectively Reasonable:

The objectively standard must be judged from the perspective of a reasonable officer on the scene, rather than with the 20/20 vision of hindsight...the question is whether the officers' actions are 'objectively reasonable' in light of the facts and circumstances confronting them.





USE OF FORCE

Officer identified the reason for force as...

- The suspect being an immediate threat to themselves or others;
- The suspect actively resisting detention or arrest;
- The suspect attempting to escape or evade capture; or
- The officer identified the reason for force as other factors when considered in the totality of the circumstances.



2023 Use of Force / Pursuit AAR	Total Reviews
Use of Force	23
Pursuits	9
Vehicle Fled- No Pursuit	6
Total	38
Pursuit Factors	Equipment Violations Reckless Driving
Use of Force Factors	Crimes and Warrants
Officer injured	2
Suspects Injured	2
Escort Holds/Custody Techniques	20
Strikes and Kicks	2
Taser Deployments	4
Internal Reviews	
Coaching and Mentoring	38
Informal Discipline	3
Formal Discipline	0



Thank you



COMMUNITY RENEWABLE ENERGY PROGRAM AGREEMENT

This Community Renewable Energy Program Agreement (this "Agreement") is dated July 7, 2023, but made effective for all purposes as of July 7, 2022 (the "Effective Date"), and is entered into between Verde Light Community Sollar LLC ("Verde"), an Oregon limited liability company, whose address is 200 E Main Street, Enterprise, Oregon 97828, Trinity Development Alliance, Inc. ("Trinity"), a Tennessee nonprofit corporation, whose address is PO Box 40646, Nashville, Tennessee 37204, Fleet Development LLC ("Fleet"), an Oregon limited liability company, whose address is 200 E Main Street, Enterprise, Oregon 97828, and City of Ontario ("City"), an Oregon municipal corporation, whose address is 444 SW 4th Street, Ontario, Oregon 97914. For purposes of this Agreement, the term "Project Company" means Verde, Trinity, and Fleet, individually and collectively.

RECITALS:

A. On April 15, 2019, Verde was formed to finance, develop, and construct a 2.95-megawatt community solar project within City's incorporated limits (the "Project"). On January 6, 2020, Fleet obtained a membership interest in Verde. On or about January 1, 2023, Fleet partnered with Trinity for the purposes of financing and developing the Project.

B. On December 14, 2021, City's city council passed Resolution 2021-140 authorizing City staff to collaborate with Fleet to research, draft, and submit an application to participate in the Oregon Community Renewable Energy Program (the "Program"). This collaboration includes City serving as a conduit for Verde to obtain grant funds from the Oregon Department of Energy ("DOE") for the Project.

C. On July 8, 2022, Fleet and Trinity submitted a Program grant application for and on behalf of City. On November 17, 2022, City was selected as a first-round recipient of a Program grant (the "Grant") in an amount not to exceed \$900,000.00 (the "Grant Funds"). Grant Funds must cover the actual cost of Project acquisition, construction, and installation. Grant Funds may only be dispersed by DOE directly to City (i.e., funds will not be dispersed to Project Company).

D. City and Project Company are entering into this Agreement to describe the parties' expectations and obligations concerning the Project, Grant, and Grant Funds, including, without limitation, the conditions under which City will act as a Program intermediary (conduit).

AGREEMENT:

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

1. Performance Agreement.

1.1 City and DOE are parties to a certain State of Oregon Department of Energy Performance Agreement (Community Renewable Energy Grant Program) dated effective on or about May 11, 2023 (the "Grant Agreement") attached hereto as Exhibit A. Pursuant to the terms of the Grant Agreement, DOE will provide and grant City the Grant Funds for the Project and no other purposes. The parties have had an opportunity to review the Grant Agreement and ask questions and receive answers concerning the Grant Agreement.

1.2 City is a Program intermediary (i.e., conduit) to Verde for purposes of the Grant and disbursement of Grant Funds. Project Company will pay and perform all City obligations arising out of or under the Program and/or Grant Agreement. Without otherwise limiting the generality of the immediately preceding

sentence, Project Company will prepare and provide, at Project Company's cost and expense, all notices, invoices, statements, permits, certifications, reports, and performance metrics required under the Program and/or Grant Agreement.

2. Project Development.

2.1 Verde will develop and construct the Project subject to and in compliance with the Program, Grant Agreement, and all applicable federal, state, and local laws, rules, regulations, codes, permits, licenses, and ordinances, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated (individually and collectively, the "Law(s)"). Verde will perform and complete, at Verde's cost and expense, all Project design, engineering, procurement, construction, operation, financing, management, and accounting. Notwithstanding anything contained in this Agreement and/or the Grant Agreement to the contrary, City will not be liable for, and/or have any obligation concerning, the Project. Without otherwise limiting the immediately preceding sentence, City will have no obligation, financial or otherwise, concerning Project Company's suppliers, contractors, and/or investors concerning Project costs and/or operations. Project Company will obtain and maintain general liability insurance and standard fire insurance policies with a responsible licensed Oregon insurance company (with limits consistent with industry standards).

2.2 Verde will prosecute construction of the Project expeditiously and with diligence. Construction will be performed in a good and workmanlike manner in compliance with all Laws (as defined below). Verde will use only licensed and bonded contractors familiar with the Laws and of good reputation to complete construction of the Project. Project Company will timely pay, or cause to be paid, all costs, expenses, and/or charges arising out of or related to the Project, including, without limitation, Project construction, installation, operation, and utilities.

2.3 Verde will complete the Project's construction no later than December 31, 2023. Verde will ensure that the Project is fully operational no later than January 31, 2024. Verde will not be deemed in default for Verde's failure to timely complete construction of the Project and/or commence Project operations under this Section 2.3 if Verde's delay is caused by reason of a Force Majeure Event (as defined below) if and provided (a) the Force Majeure Event was beyond the ability of Verde to reasonably anticipate and control, was not foreseeable, and not due to Verde's negligence or other acts or omissions, (b) Verde uses reasonable efforts to correct the default (i.e., delay in construction completion), and (c) Verde proceeds with reasonable diligence to effect the remedy as soon as practicable using Verde's best efforts. As a condition to the right to claim a delay due to a Force Majeure Event, Verde must provide City written notice of the Force Majeure Event no later than 10 days after occurrence of the Force Majeure Event (the "FME Notice"). The FME Notice must contain a description of the Force Majeure Event with reasonable particularity and the expected effect the Force Majeure Event will have on Verde's performance of its obligations under this Agreement. Thereafter, Verde will, on at least a weekly basis, inform City of the nature and status of the Force Majeure Event and its efforts to end the delay resulting from the Force Majeure Event. For purposes of this Section 2.3, the term "Force Majeure Event" means a delay caused by fires, hurricanes, tornadoes, earthquakes, and/or other acts of God, unavoidable casualty, insurrections, war, riot, sabotage, vandalism, strikes, boycotts, lockouts, global supply chain delays, and/or labor disputes.

3. Project Operation. Verde will own and operate the Project subject to and in compliance with the Program, Grant Agreement, and Laws. Project Company will maintain, at Project Company's cost and expense, the Project in good condition, repair, working order, and appearance. After completing construction of the Project, Project Company will continue to pay and perform all City and/or Project Company obligations arising out of or under the Program and/or Grant Agreement. Without otherwise limiting the immediately preceding sentence, Project Company will prepare all accounting statements and performance metrics required for periodic status reports to the DOE.

4. Coordination. In addition to all other party obligations under this Agreement, in the spirit of cooperation and collaboration, and with the mutual understanding that this is a flexible relationship between the

parties, the parties commit to undertake the following actions: (a) support concerted, cooperative, effective, and collaborative efforts and communication to carry out the purposes and intent of this Agreement; and (b) participate in meetings as necessary or appropriate to discuss the Project, Grant Agreement, and/or this Agreement.

5. Grant Disbursement. Trinity will prepare, at Trinity's cost and expense, one or more invoices to DOE for eligible Project costs and expenses subject to and in accordance with all Program and/or Grant Agreement requirements (each an "Invoice"). Upon receipt of a properly completed Invoice, City will submit the Invoice to DOE for review and payment of the applicable invoiced amount. Each Invoice will contain the following information: (a) a summary of the eligible Project costs incurred by Verde; (b) all information and/or documentation required under the Program and/or Grant Agreement; and (c) all other information and/or documentation City and/or DOE may reasonably request concerning the Project and/or reimbursement of the applicable Project costs and expenses. City will promptly disburse Grant funds received from DOE to Trinity as an owner of Verde. Notwithstanding anything contained in this Agreement to the contrary, (y) DOE will reimburse Verde for only those Project related costs and expenses eligible for the Project under the Program and Grant Agreement (City has no direct reimbursement obligation), and (z) total reimbursement under this Agreement will not exceed the Grant Funds received by City under the Grant Agreement.

6. City Compensation. In consideration of City's performance of its obligations under this Agreement, Project Company will compensate City in accordance with the following: (a) a one-time grant funding fee payment of \$20,000.00, payable after DOE's reimbursement of Verde's first Invoice; and (b) at City's election, City is permitted to subscribe for no more than 40% of the Project's power production at a 10% discount of the Oregon Community Solar Program's established bill credit rate for the Idaho Power Service Territory (which will result in energy cost savings for a number of City's utility accounts).

7. Indemnification. Each Project Company jointly and severally releases and will defend, indemnify, and hold City and each City officer, employee, agent, volunteer, and authorized representative harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) injury, death, and/or damage to person or property (whether or not such property is the Project Company's property or under the control of the Project Company) arising out of or resulting from the Project; and (b) any Project Company breach and/or failure to perform any Project Company representation, warranty, obligation, and/or covenant contained in this Agreement. Project Company's indemnification obligations provided in this Section 7.1 will survive the earlier termination or expiration of this Agreement.

8. Term and Termination. The term of this Agreement commenced on the Effective Date and will remain in full force and effect until terminated as provided in this Agreement. City may terminate this Agreement immediately upon notice to Project Company if Project Company breaches and/or otherwise fails to perform any Project Company representation, warranty, covenant, and/or obligation contained in this Agreement. If a party breaches or otherwise fails to perform any of its representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

9. Miscellaneous.

9.1 This Agreement does not create an agency relationship between City and Project Company and does not establish a joint venture or partnership between City and Project Company. Project Company does not have the authority to bind City or represent to any person that Project Company is an agent of City. Verde, Trinity, and Fleet are each jointly and severally liable for the timely payment and performance of their respective obligations under this Agreement. Verde, Trinity, and/or Fleet will not transfer, encumber, and/or assign their respective rights and/or interests in and to this Agreement and/or the Project without first obtaining

City's prior written consent.

9.2 Each Project Company jointly and severally represents and warrants the following to City: (a) each Project Company is duly organized, validly existing, and in good standing under applicable laws; (b) each Project Company has full power and authority to sign and deliver this Agreement and to perform all their respective obligations under this Agreement; (c) this Agreement is the legal, valid, and binding obligation of each Project Company, enforceable against each Project Company in accordance with its terms; and (d) the signing and delivery of this Agreement by Project Company and performance of their respective obligations under this Agreement will not (x) breach any agreement to which a Project Company is a party, or give any person the right to accelerate any obligation of a Project Company, (y) violate any law, judgment, or order to which a Project Company is subject, and/or (z) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

9.3 Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Subject to Section 9.1, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

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

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

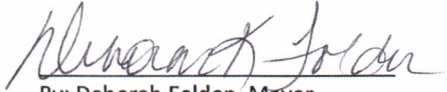
9.6 All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements.

[end of agreement – signature page immediately follows]

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

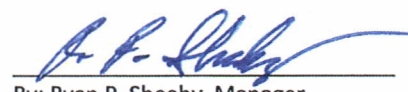
CITY:

City of Ontario,
an Oregon municipal corporation


By: Deborah Folden, Mayor

PROJECT COMPANY:

Verde Light Community Sollar LLC,
an Oregon limited liability company


By: Ryan P. Sheehy, Manager

Trinity Development Alliance, Inc.
a Tennessee nonprofit corporation


Kirsten Dernbach (Jul 6, 2023 16:16 CDT)
By: Kristen Dernbach, Chief Executive Officer

Fleet Development LLC,
a Nevada limited liability company

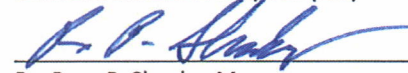

By: Ryan P. Sheehy, Manager

Exhibit A
Grant Agreement

[attached]

Community Renewable Energy Program Agreement (01606299xB6300)-FINAL

Final Audit Report

2023-07-06

Created:	2023-07-06
By:	Ryan Sheehy (ryan.sheehy@fleetdevelopment.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdnVUvtQEkwBg-bGNBoVz2ho_1XWMYz

"Community Renewable Energy Program Agreement (01606299xB6300)-FINAL" History

-  Document created by Ryan Sheehy (ryan.sheehy@fleetdevelopment.org)
2023-07-06 - 8:27:03 PM GMT- IP address: 50.126.119.210
-  Document emailed to Kirsten Dernbach (kirsten@trinitydevelopmentalliance.org) for signature
2023-07-06 - 8:27:34 PM GMT
-  Email viewed by Kirsten Dernbach (kirsten@trinitydevelopmentalliance.org)
2023-07-06 - 9:15:04 PM GMT- IP address: 66.249.88.230
-  Document e-signed by Kirsten Dernbach (kirsten@trinitydevelopmentalliance.org)
Signature Date: 2023-07-06 - 9:16:30 PM GMT - Time Source: server- IP address: 174.238.160.153
-  Agreement completed.
2023-07-06 - 9:16:30 PM GMT

Oregon Community Solar Program Contract and Disclosure Checklist



The first few pages of this contract document are referred to as a Disclosure Checklist. This Disclosure Checklist describes key information about your **Subscription** in a community solar project. The checklist lists key contract terms that Project Managers are required to disclose to you. You can use the checkboxes to indicate you have reviewed each term, and you or your Project Manager can note on which pages an item is addressed.

Read this Disclosure Checklist and the rest of your Contract carefully so that you fully understand the costs, benefits and risks of participation.

For information about the Oregon Community Solar Program, including customer eligibility criteria, low-income participation resources and the Project Manager Code of Conduct, visit the Program website at oregoncsp.org.

If you have questions or complaints related to your community solar contracting experience, you should work with your Project Manager to resolve your concerns. If you are unable to resolve a problem with your Project Manager, you may contact the Community Solar Program Administrator by emailing info@oregoncsp.org or by calling 1-800-481-0510.

Questions or concerns?

Contact your Project Manager Contractor (i.e. Fleet Development) by calling (541) 263-7684, emailing fleethq@fleetdevelopment.org or writing to 200 E. Main St, Enterprise, OR 97828.

Disclosure Checklist

PARTICIPANT INFORMATION	PROJECT MANAGER INFORMATION
Participant: City of Ontario and Authorized Account Managers Representative: Dan K. Cummings, City Manager Phone: (541) 881-3223 Email address: dan.cummings@ontariooregon.org Exhibit A: City of Ontario Community Solar Subscription List. Exhibit B: City of Ontario Subscription Schedule (Summary of all accounts combined)	Project Manager: Fleet Development LLC Mailing Address: Attn: VLCS, 200 E. Main St, Enterprise OR 97828 Form prepared by: Ryan Sheehy, Fleet Development Phone: (541) 263-7684 Email: fleethq@fleetdevelopment.org Website: www.fleetdevelopment.org

COMMUNITY SOLAR PROJECT INFORMATION	
Project Name: Verde Light Community Solar Project location(s): 1900 Malheur Dr., Ontario, OR 97914 Estimated total size of the project is: <u>2,950 kW-AC</u> Estimated total production of the project in the first year: <u>8,066,000 kWh</u> Estimated annual decrease in the production of the project due to aging: <u>0.5% per year</u> Estimated date the project will begin operation: <u>March 31, 2024</u> Estimated project lifetime: <u>20-years from Commercial Operation Date</u>	
TERM	FEES AND OTHER CHARGES
If this Contract is executed <u>before</u> the Community Solar Project's Commercial Operation Date, The initial term of the Contract is 12-months from the Community Solar Project's Commercial Operation Date. If this Contract is executed <u>after</u> the Community Solar Project's Commercial Operation Date, The initial term of the Contract is 12-months from the date of contract execution or the term starting with the date of contract execution. All contracts will auto-renew for another 12-month term unless the Participant requests to terminate the contract.	If Participant terminates Participant's Contract early, Participant will not be charged a fee.

SUBSCRIPTION
Participant subscribes to part of the Project for the term of the Contract ("Subscription"). Premise: 55 NE 2ND AVE TRNG CNTR, Ontario, OR 97914 Utility: Idaho Power Company Utility Account Number: 2225968235 Utility Meter Number: 79545765 Utility Service ID: 33039570 Oregon Community Solar Program Subscriber ID: <u>12664</u> Size of Subscription: <u>2.70 kW-AC</u> Estimated production of Subscription in the first year: <u>5,959 kWh</u> Estimated Total Production of Subscription over the term of the contract: <u>113,683 kWh</u>

ONGOING PARTICIPANT CREDITS	
Bill Credit Participant's utility will provide you with Bill Credits for the electricity (kWh) generated by the Subscription. Participants of this project will receive a Bill Credit Rate of \$0.0848/kWh. The actual amount of the Bill Credit may differ from this estimate due to natural variations in solar resource and the actual performance of the solar system over time.	
ONGOING PARTICIPATION PAYMENTS	UP-FRONT PAYMENTS
Subscription Fee (Price) Price per kWh generated ("Subscription Fee Rate"): \$0.07632/kWh Discount Rate: 10% The payment each month will be the Subscription Fee multiplied by the amount of electricity (kWh) generated by the Subscription Size. The first monthly payment is due on the first billing month after the Project begins operating or on the first billing month if the Project is already operating. The Subscription Fee per kWh will remain the same for the term of this Contract. These payments will be collected on Participant's utility bill for Premises.	Does not apply.

City of Ontario Community Solar Subscriber #12664 55 NE 2ND AVE TRNG CNTR, Ontario, OR 97914	
Estimated First Year Subscription Summary	
1 st Year Subscription Fee: \$454.78 1 st Year Bill Credit: \$505.31 1 st Year Bill Savings: \$50.53	
Estimated 20 Year Subscription Summary	
20 Year Subscription Fee: \$8,676.31 20 Year Bill Credit: \$9,640.35 20 Year Bill Savings: \$964.03	

CHECKLIST OF CONTRACT TERMS

This is a checklist of key contract terms that your Project Manager is required to disclose to you. You or your Project Manager can note on which pages and sections a term is addressed and you can use the checkboxes to track that you have reviewed each item. Checking off items on this checklist is recommended but not required.

✓	Contract Item	Page Number	Section Number
☐	One-time and ongoing participation costs	1	2
☐	Benefits or savings from participation	1	2
☐	Schedule of fees and credits for each year of the Contract Term	1	2
☐	Length of the Contract and options at the end of the Term	2	3
☐	Process and fee for cancelling the Subscription early	2	6
☐	Ability and cost to transfer the Subscription to another customer	2	5
☐	What happens if Participant moves	2	4
☐	The process and cost for changing the size of the Subscription	3	8
☐	Explanation of Renewable Energy Certificates (RECs)	4	9
☐	How disputes are resolved	6	14
☐	Three-day right to cancel the Contract	8	16
☐	Data privacy and security	4	11
☐	Release of electric utility information	8	17
☐	How Participant will be notified about the status of the Community Solar Project	6	13
☐	Warrantees and performance guarantees	6	13
☐	What happens if the Community Solar Project goes offline or stops operating	6	13

By initialing, Participant acknowledges that Participant has received and reviewed this Disclosure Checklist and that the person signing has full authority to enter into this Contract on behalf of all named account holders for the Account Number identified in this Contract.

Participant Initials	Date	Project Manager Representative Initials	Date
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Oregon Community Solar Program Subscription Contract

Please read these terms and conditions carefully. If both the person or entity interested in subscribing to a community solar project in Oregon (then referred to as the “Participant”) and the entity that manages and operates that solar project (referred to as the “Project Manager”) sign this document, then it becomes valid, enforceable, and legally binding contract between Participant and the Project Manager.

This Oregon Community Solar Program Subscription Contract (“Contract”) is entered into on Thursday, March 21, 2024 by the City of Ontario (“Participant”), an Oregon municipality, and Fleet Development (“Project Manager”), a Nevada limited liability company, each individually a “Party” or together, “Parties”. Participant and Participant’s “Premise” are an electric utility customer of Idaho Power Company and are eligible to participate in the Oregon Community Solar Program in the way provided in this contract.

TERMS

1. Incorporation of Disclosure Checklist

The Disclosure Checklist immediately preceding this Contract contains important information, particular to Participant and Participant’s participation in the Oregon Community Solar Program. This Disclosure Checklist is part of this Contract.

2. Costs, Risks, and Benefits of Participation in the Oregon Community Solar Program

2.1. Subscription Schedule and Generation. The value of the Subscription Fee is determined by a combination of the Bill Credit Rate multiplied by the Discount Rate, and the proportionate generation from the solar project. Due to the inherent variability of solar energy, the generation from the project, and therefore the value of the Subscription, is subject to variability. The Subscription Schedule for all City of Ontario accounts combined is listed in Exhibit B.

2.1.1. The Subscription Fee Rate is calculated by multiplying the Bill Credit Rate by the Discount Rate.

2.1.2. The Subscription Fee Rate is **\$0.07632/kWh**.

2.1.3. The Discount Rate is **10%**

2.2. Bill Credit and Bill Credit Rate. The Bill Credit is the amount in dollars Participant receives from Participant’s electric utility for the electricity generated by Participant’s Subscription. The Bill Credit Rate is the value used to calculate Participant’s Bill Credit. Bill Credit Rates are set by the Oregon Public Utility Commission.

2.2.1. The Bill Credit Rate for the Subscription is **\$0.0848/kWh**.

2.2.2. The Bill Credit is calculated by multiplying the Bill Credit Rate by the amount of electricity generated by the Subscription.

2.3. Annual Bill Credit Reconciliation. It is possible that in some months Participant’s actual energy consumption may be less than Participant’s allocated share of solar production, and vice versa. Additionally, while not intentional, oversubscription is also possible due to unforeseen factors such as weather and Participant’s usage patterns. To address potential discrepancies, Participant’s utility bill account will be reconciled every April by comparing the kWh credited from the Subscription against Participant’s actual usage at Participant’s Premise, prorated as necessary based on when the Subscription begins. Per the Oregon Community Solar Program policy, any excess credited kWh will be donated at the as-available-avoided-cost rate for use in low-income programs of the electric company serving participants. If Participant

was oversubscribed during the preceding year, an adjustment shall be included on Participant's utility bill indicating the net amount to be donated. A Participant will not receive a separate bill for this reconciliation.

2.4. Upfront Fees. There are no upfront fees associated with signing up for the Subscription.

3. Contract Term

3.1. Length of Contract. If this contract is executed before the Community Solar Project's Commercial Operation Date, the length of this contract is ten (10) years from the Community Solar Project's Commercial Operation Date. If this contract is executed after the Community Solar Project's Commercial Operation Date, the length of this contract is ten (10) years from the date of contract execution or the term starting with the date of contract execution.

3.2. Contract Extension or Renewal at end of Contract Term. The term of the Oregon Community Solar Program is legislatively set for twenty (20) years. Before the end of the Contract Term, the Project Manager will **automatically renew the Contract for a subsequent ten (10) year term** if the Oregon Community Solar Program is still active and the Project is still operational. If Participant elects to terminate Participant's Subscription, any remaining Bill Credit balance on Participant's utility bill account at the end of the Contract Term will remain associated with Participant's utility bill account and be credit towards subsequent monthly utility bills or donated at the end of the annual billing cycle as described in Section 2.2.2.

4. Participant Relocation

4.1. Relocation Notice. For relocation within the same Utility Territory, it is the responsibility of Participant to provide notice to the Project Manager of Participant's new location at least one hundred and eighty (180) days prior to Participant's move. Please send an email to fleethq@fleetdevelopment.org titled: "Relocation Notice – Utility Account Number"

4.2. Relocation within same Utility Territory. If Participant moves to a new location where Participant receives electricity from the same utility, Participant is allowed to retain the Subscription.

4.3. Relocation outside of Utility Territory or State. If Participant moves to a different utility territory or out of state, the Contract will terminate and be subject to the provisions for Early Termination as described in Section 6.1.

5. How to Transfer the Subscription to Another Utility Customer

5.1. Contract Transfer to Another Utility Customer. Participant may not transfer the Subscription to another entity unless that entity qualifies as a City of Ontario Idaho Power electric customer or a Low-Income Housing Provider with income thresholds that meet the required thresholds set by The Oregon Community Solar Program and the entirety of the Subscription is transferred to the qualifying entity.

5.2. Request to Transfer to Another Utility Customer. To initiate a transfer to another entity that meets the requirements in Section 5.1, Participant must request a transfer at least one hundred and eighty (180) days prior to the transfer. Please send an email to fleethq@fleetdevelopment.org titled: "Transfer Request – Utility Account Number." Participant may request transfer instructions from the Project Manager at any time by emailing fleethq@fleetdevelopment.org. A transfer will not be complete until the Project Manager and new participant have executed a new contract, or assignment agreement.

6. Instructions and Fees for Ending this Contract

6.1 Early Termination by Participant. A Participant may terminate Participant's Subscription prior to the end of the Term. There is no fee for ending this Contract early. Participant will use commercially reasonable efforts to provide a one hundred and eighty days (180) notice if Participant intends to terminate this Contract. If Participant terminates this Contract early, then Participant will no longer be a participant in the Oregon Community Solar Program and the electricity from the Subscription will go to another subscriber. Participant will forfeit any Bill Credit balance tied to Participant's Subscription if the Contract is terminated early.

6.2 Participant Early Termination Notice. To terminate the Contract, Participant must email the request to fleethq@fleetdevelopment.org with the subject line of "Request for Termination – Utility Account Number." The termination notice must specify the reason for termination and the requested effective termination date.

6.3 Force Majeure. The Project Manager or Participant may terminate this contract due to a Force Majeure event. Force Majeure refers to natural disasters and unavoidable catastrophes that prevent the Project from operating and generating electricity as expected or otherwise restrict the Project Manager or Participant from fulfilling either party's obligation under this Contract." If Project Manager terminates the contract under this subsection 6.3, the Subscription will end, and any remaining Bill Credit balance on Participant's account at the end of the Contract Term will remain associated with Participant's account and be credited towards subsequent monthly utility bills, or donated at the end of the annual billing cycle as described in Section 2.

6.4 Termination due to Breach of Contract. Either Participant or the Project Manager may terminate this Contract if the other party breaches a material obligation under the Contract and fails to cure the breach within thirty (30) days of being notified by the non-breaching party.

7. Non-Payment and Utility Disconnection

7.1. Non-Payment. If Participant does not pay Participant's utility bill, the unpaid Subscription charges will be reflected on Participant's next monthly bill. Non-payment is considered a breach of this contract that may result in termination as described above in Section 6. If Participant's account is closed, rather than disconnected, the Project Manager may terminate the Contract immediately.

7.2. Non-Payment due to Temporary Utility Disconnection. If Participant's electricity service is temporarily disconnected due to non-payment or any other reason, any Bill Credits and on-bill Subscription charges that accrue during the period of disconnected service will appear on the subsequent bill following reconnection of utility service.

8. Subscription Size Adjustment & Reallocation of Subscription

8.1. Subscription Size Adjustment. A Participant may adjust the size of Participant's Subscription at any time with a one hundred and eighty (180) days' notice. Increases in Subscription sizes may be limited by available project capacity at the time of the size adjustment request.

8.2. Subscription Size Adjustment Request. Participant requests to change Participant's Subscription size can be made by emailing the request to fleethq@fleetdevelopment.org with the subject line "Request for Subscription Size Adjustment – Utility Account Number".

8.3. Subscription Size Adjustment upon Relocation. If Participant moves, Participant may need to reduce the size of the Subscription if the Subscription produces more electricity than Participant's new facility uses each year. If this occurs, Participant's Project Manager will notify and work with Participant to make the change.

8.4. Reallocation of Subscription. The Participant or Project Manager may reallocate the Subscription among the account and meter numbers listed in Exhibit A at any time, subject to Oregon Community Solar Program limitations. Such reallocation shall not be subject to any penalties or fees.

8.5. Subscription Size Adjustment by Project Manager. Project Manager may adjust the Subscription Size by up to **ten percent (10%) without prior consent of Participant.**

9. Renewable Energy Certificates

9.1. Definition. Renewable energy reduces greenhouse gas emissions by displacing emitting generation on the electricity grid. A Renewable Energy Certificate (REC) represents the property rights to these greenhouse gas emission reduction attributes, plus all other non-power benefits associated with the generation of renewable energy. Only the owner of a REC can claim the environmental attributes of the associated megawatt-hours of renewable energy. A party must own and retire the RECs to make claims about using renewable electricity.

9.2. REC Ownership. The Participant owns all the RECs and the environmental, economic, and social benefits associated with electricity generated by Participant's Subscription. The Participant may not sell or transfer these RECs, except as part of the transfer or reassignment of the Subscription to another customer as described in Section 5.

9.3. Registration with the Western Renewable Energy Generation Information System (WREGIS). It is the responsibility of the Project Manager to properly register and retire all produced RECs with WREGIS on behalf of Participant. The Project Manager will maintain sub-accounts associated with the RECs owned by Participant and retire the associated RECs on an annual basis on behalf of Participant.

10. Impacts on Customers Electing Equal Utility Bill Payments

Adding a Community Solar Subscription to a utility account that also has an equal payment plan will cause the amount on a customer's bill to be different each month. Utilities can provide customers with an equal pay amount for electric service through these offerings but are not able to do the same with Oregon Community Solar Program Bill Credits, and Subscription Fees. For utility accounts with an equal payment plan that also participate in the Oregon Community Solar Program, total monthly bill amounts will increase or decrease based on the amount of solar power generated by month.

11. Data Privacy and Security

11.1 Protection of Customer Information Generally. It is the responsibility of Project Manager and the Project Manager's agents to protect customer information and maintain customer confidentiality by: (a) taking all reasonable steps to prevent unintentional disclosure of customer information to third parties; and (b) not intentionally providing customer information to any third party without

express customer consent. Customer information includes, without limitation, any information obtained from a customer that refers specifically to the customer by name, address or other personally identifiable characteristics, electricity account and meter number(s), utility rate schedule, electricity use and electricity billing information.

11.2 The Project Manager will follow best commercial practices with respect to protecting Participant privacy and ensuring the security of all Participant information, which includes establishing and maintaining reasonable safeguards against the destruction, loss, alteration of or unauthorized access to customer information in the Project Manager's possession. The Project Manager and the Project Manager's agents will also implement and maintain appropriate administrative, technical (including encryption and virus/spyware scanning) and physical safeguards, procedures and practices to: (i) comply with all applicable legal and regulatory requirements and standards; (ii) ensure the security, confidentiality and integrity of all Participant information transmitted electronically to or stored by the Project Manager, however stored, retained, maintained, saved or held; (iii) protect against any anticipated threats or hazards to the security, confidentiality or integrity of such information; and (iv) protect against unauthorized use, destruction, modification or disclosure of such information. The Project Manager shall maintain written security plans complying with the foregoing and shall provide the Oregon Community Solar Program Administrator with copies of such plans upon request.

11.3 The Project Manager shall notify Participant via the contact information provided and the Oregon Community Solar Program Administrator via email at fleethq@fleetdevelopment.org within twenty four (24) hours if they become aware of any potential or actual unauthorized disclosure, access to, acquisition of or other loss or use of any Participant information. This notice must include, at a minimum: (i) a description of the breach or loss, including the date it occurred; (ii) the number of individuals or accounts affected; (iii) the information accessed, acquired, lost and/or misused; (iv) whether the breach or loss was computerized in nature or a paper loss; (v) whether such information was encrypted or unencrypted, (vi) whether encryption keys or passwords may have been compromised; and (vii) a description of the steps taken to investigate the incident and prevent the recurrence of further security breaches or losses of the same type.

11.4 In the event of any potential or actual unauthorized disclosure or use of any Participant Information, the Project Manager shall cooperate with the Oregon Community Solar Program Administrator, Oregon Public Utility Commission and any applicable regulatory authorities to: (i) further assess the risk that unauthorized use or disclosure of customer information has occurred, the nature and scope of any such incident and review all pertinent records; (ii) take other remedial measures as may be reasonably necessary or appropriate to mitigate the risk arising out of unauthorized use or disclosure of the customer information; and (iii) provide notices to customers if the Oregon Community Solar Program Administrator or Oregon Public Utility Commission determines that such notices should be provided.

12. The Responsibilities of the Oregon Community Solar Program Administrator, Idaho Power Company and the Oregon Public Utility Commission

12.1 Oregon Community Solar Program Administrator: The Oregon Community Solar Program Administrator, a company called Energy Solutions, and the Oregon Community Solar Program Administrator's subcontractors are responsible for implementation and management of the day-to-

day operation of the Oregon Community Solar Program, including reviewing projects, calculating Bill Credits and coordinating monthly Bill Crediting with utilities, facilitating the billing and collection of Subscription payments through the utility bill, monitoring the Project Manager's compliance with Oregon Community Solar Program requirements and the Code of Conduct and supporting the resolution of complaints related to the Oregon Community Solar Program.

12.2 Idaho Power Company: With consent from Participant, Participant's utility is responsible for providing customer electricity account information for the purpose of verifying Participant's Subscription eligibility, applying Bill Credits owed to Participant, collecting and remitting Subscription payments owed by Participant to the Oregon Community Solar Program Administrator (for distribution to the Project Manager) and collecting fees to fund Oregon Community Solar Program Administration.

12.3 Oregon Public Utility Commission: The Oregon Public Utility Commission is responsible for overseeing and reporting on the performance of the Oregon Community Solar Program, Pre-certifying and Certifying projects, resolving escalated complaints, conducting periodic audit and evaluation of the Oregon Community Solar Program, and anything else determined by the Commission.

13. Notifications about Project Status and Performance

13.1 Project Commercial Operation Date. The estimated Commercial Operation Date (COD) of the solar project tied to Participant's Subscription is March 31, 2024. Until the project reaches its COD, the Project manager will provide Participant emailed updates every three (3) months regarding the development and construction status of the Project. The Participant will not receive any Bill Credits for Participant's Subscription until the project reaches COD and is operational.

13.2 COD Delays or Changes. If the estimated COD changes, the Project Manager shall notify Participant of the revised date as part of the recurring emailed updates provided pursuant to subsection 13.1. If the Project COD is delayed for longer than one year from the Execution Date, the Project Manager or Participant may terminate this Contract releasing Participant from Participant's associated obligations and refunding Participant any previously paid Subscription fees.

13.3 Outage Notice. For any planned Project outages with an anticipated duration of longer than three (3) days, the Project Manager will notify Participant by email of the outage and when the Project is estimated to resume operation. If there is an unplanned outage of more than three (3) days, the Project Manager shall notify Participant promptly by email with the estimated date by which the Project will resume operation.

13.4 Project Performance. The Project Manager shall take all commercially reasonable steps necessary to construct, interconnect, maintain and repair the Project and associated equipment to ensure the Project produces electricity substantially as intended for the term of this Contract. The Project Manager assumes all responsibility, liability and costs for the ongoing operations, maintenance, or repair of the Project. No extra fees for repair or maintenance will be passed on to Participant.

13.5 Project Termination. If the Project is terminated for any reason, before or after achieving commercial operation, the Project Manager shall notify Participant by mail within two (2) weeks of

the decision to terminate. The notice shall describe Participant's options, rights and remedies under this contract.

14. Dispute Resolution

14.1 Informal Resolution of Disputes. In the event that a dispute between Participant and the Project Manager, or the Project Manager's respective agents, regarding the interpretation of this Contract or the performance of the obligations detailed in this Contract, the parties shall first attempt to resolve the dispute informally. Each party shall reduce the dispute to writing and the parties shall meet and confer in a good faith effort to informally resolve all disputes.

14.2 Dispute Resolution by Oregon Public Utility Commission Consumer Service Division. If the parties are unable to informally resolve a dispute over which the Oregon Public Utility Commission Consumer Service Division has jurisdiction, the parties must first refer the dispute to the Oregon Community Solar Program Administrator. The Oregon Community Solar Program Administrator will work with Participant and Project Manager to resolve the dispute. If the Oregon Community Solar Program Administrator is unable to reach a resolution with Participant and Project Manager, the Oregon Community Solar Program Administrator will notify and collaborate with the Oregon Public Utility Commission Consumer Service Division to further investigate and resolve the dispute. After the complaint has been resolved, the Oregon Community Solar Program Administrator will provide a written response to Participant and the Project Manager that outlines: the initial concern, steps taken to resolve the complaint, resolution and any relevant outcomes resulting from the complaint (e.g. process improvements, and training or disciplinary action).

14.3 Agreement for Dispute Resolution by Binding Arbitration.

14.3.1 If the parties are unable to informally resolve a dispute for monetary damages, over which the Oregon Public Utility Commission Consumer Service Division does not have jurisdiction, or if the Commission declines to assert jurisdiction, Participant and Project Manager agree to arbitrate **all disputes and claims arising from this Contract** and between the parties under the applicable arbitration rules (i.e. **Consumer Arbitration Rules for individuals and Commercial Arbitration Rules for non-individuals**) of the American Arbitration Association or small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Contract will take place on an individual basis; class arbitrations and class actions are not permitted, and the parties agree not to pursue any claims on behalf of a putative class or as a member of a putative class. **Both Participant and Project Manager expressly waive the right to bring a class action claim. All parties to the arbitration must be individually named. There shall be no right or authority for any claims to be arbitrated or litigated on a class action or consolidated basis or on bases involving claims brought in a representative capacity on behalf of the general public (such as a private attorney general), other recipients of service from Project Manager, or other persons similarly situated.**

14.3.2 Nothing in this section limits Participant's right to file a complaint with the Oregon Public Utility Commission Consumer Service Division. Either party may bring an individual action in small claims court. This arbitration agreement does not waive the parties redress rights under Oregon or federal law. This arbitration agreement does not preclude Participant from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against the Project Manager on Participant's behalf. **Participant agrees that, by entering into this Agreement, Participant and the Project Manager are each waiving the right to a trial by jury.** This arbitration provision shall survive termination of this Contract.

14.3.3 A party who intends to seek arbitration must first send to the other, by email, a written Notice of Dispute to the email address listed for that party in this Contract. The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. If the Project Manager and Participant do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, Participant or the Project Manager may commence an arbitration proceeding. Participant may download a form to initiate arbitration from the American Arbitration Association at <https://www.adr.org/consumer>.

14.3.4 The Arbitration will be conducted by a single arbitrator who shall be mutually agreed upon by the parties provided, however, that if the parties are unable to agree then the arbitrator shall be selected by the American Arbitration Association in accordance with the American Arbitration Association's rules. The arbitration will take place in the City of Portland, Oregon or in a mutually agreed location. The arbitrator will make decisions in writing, but need not provide a statement of reasons unless requested by either party, in which event the arbitrator will provide a concise statement of the essential findings and conclusions on which the award is based.

14.3.5 Project Manager and Participant will each pay half of all arbitration filing fees and arbitrator's costs. Each party is responsible for all additional costs incurred in the arbitration, including, but not limited to, attorney's fees (if represented by an attorney) and expert witness fees. Notwithstanding anything to the contrary in this arbitration provision, Project Manager will pay all fees and costs that it is required by law to pay, including payment of Participant's attorney's fees and litigation costs if required by applicable law.

14.4 Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Contract or to construe the terms hereof shall lie exclusively in the State of Oregon. This Contract shall be construed under and shall be governed by the laws of the State of Oregon.

14.5 Additional Dispute Information. If Participant requires information or wishes to make a complaint, they can do so by contacting the Project Manager, Fleet Development, by calling (541) 263-7684, emailing fleethq@fleetdevelopment.org, writing to 200 E. Main St, Enterprise, Oregon 97828. If Participant has inquiries or complaints that the Project Manager is unable to resolve, Participant can contact the Oregon Community Solar Program Administrator by calling 1-800-481-0510 (calls answered Monday through Friday, 8:00 am to 5:00 pm) or emailing info@oregoncsp.org.

15 Assignment and Transfer of Contract.

Participant is advised that the Project Manager may assign, sell, or otherwise transfer this Contract to another entity, and that other entity will be bound by the terms of the Contract as if it were the Project Manager. If this Contract is assigned, sold or transferred, the Project Manager will notify Participant in advance of the change.

16 Three-Day Right to Cancel.

Participant has the right to cancel this Contract and receive a full refund on any deposits or payments if Participant makes the request within three (3) business days (Monday through Friday, excluding federal holidays) of signing the Contract.

17 Consent to Access and Use Participant's Energy Information.

Participant authorizes Idaho Power Company to provide utility usage and billing information to the Project Manager and Oregon Community Solar Program Administrator for the electric account(s) specified by Participant, for the term of Participant's Contract. This information may include Participant's electricity account and meter number(s), utility rate schedule(s), electricity use and billing information. This information will be used by the Oregon Community Solar Program Administrator and Project Manager to verify Participant's eligibility for the Oregon Community Solar Program and to perform monthly billing and crediting for Participant's Subscription.

18 Subscription Information Release.

Participant agrees that the Oregon Community Solar Program Administrator may report non-identifiable information, in aggregate, about Participant and Participant's Subscription to the Oregon Public Utility Commission, the Oregon legislature or other state agencies as necessary to meet the Oregon Community Solar Program Administrator responsibilities. The Oregon Community Solar Program Administrator and Project Manager will treat all other Participant information gathered as confidential.

SIGNATURES:

The individual signing attests that they have full authority to enter into this Contract on behalf of all name account holders for the Account Number identified in this Contract.

PARTICIPANT

Signature: _____

Print name: Dan Cummings

Title: City of Ontario, City Manager

Date: _____

PROJECT MANAGER

Signature: _____

Print name: Ryan Sheehy

Title: President, Fleet Development

Business: Verde Light Community Solar

Date: _____

City of Ontario Subscription Schedule

(Summary of all accounts)

4/5/2024

Exhibit B

Estimated Year 1 Savings		\$44,415		
Estimated 20-year Savings		\$847,349		
Subscription Size (kWac)		1,582.13		
Bill Credit Rate \$/kWh Charge	\$0.08480			
Discount Rate	15.00%			
Subscription Fee Rate \$/KWh	\$0.07208			
Panel Degradation	0.50%			
Subscription Schedule				
VERDE LIGHT COMMUNITY SOLAR ESTIMATES				
Year	Yearly Savings* (Est.)	Yearly Subscribed Electricity** (kWh)	Value of Subscribed Electricity (Bill Credit)	Cost of Subscribed Electricity (Subscription Fee)
1	\$44,415	3,491,761	\$296,101	\$251,686
2	\$44,193	3,474,302	\$294,621	\$250,428
3	\$43,972	3,456,931	\$293,148	\$249,176
4	\$43,752	3,439,646	\$291,682	\$247,930
5	\$43,534	3,422,448	\$290,224	\$246,690
6	\$43,316	3,405,335	\$288,772	\$245,457
7	\$43,099	3,388,309	\$287,329	\$244,229
8	\$42,884	3,371,367	\$285,892	\$243,008
9	\$42,669	3,354,510	\$284,462	\$241,793
10	\$42,456	3,337,738	\$283,040	\$240,584
11	\$42,244	3,321,049	\$281,625	\$239,381
12	\$42,033	3,304,444	\$280,217	\$238,184
13	\$41,822	3,287,922	\$278,816	\$236,993
14	\$41,613	3,271,482	\$277,422	\$235,808
15	\$41,405	3,255,125	\$276,035	\$234,629
16	\$41,198	3,238,849	\$274,654	\$233,456
17	\$40,992	3,222,655	\$273,281	\$232,289
18	\$40,787	3,206,542	\$271,915	\$231,128
19	\$40,583	3,190,509	\$270,555	\$229,972
20	\$40,380	3,174,556	\$269,202	\$228,822
Total	\$847,349	66,615,479	\$5,648,993	\$4,801,644
<i>*Estimated Yearly Savings = Estimated Bill Credit - Estimated Subscription Fee</i>				
<i>**Estimated Yearly Subscribed Electricity is less each year due to solar panel degradation</i>				
Bill Credit		This is the Estimated Yearly Production (kWh) multiplied by the program mandated "Bill Credit Rate" for Idaho Power. This Bill Credit Rate is \$0.0848/kWh. This is a fixed rate through the 20-year contract term.		
Subscription Fee		Verde Light Community Solar offers a discount off the program mandated Bill Credit Rate. This is the Estimated Yearly Production (kWh) multiplied by the Subscription Fee for Idaho Power. The Subscription Fee is \$0.07208/kWh. This is a fixed rate through the 20-year contract term.		

Jacobs

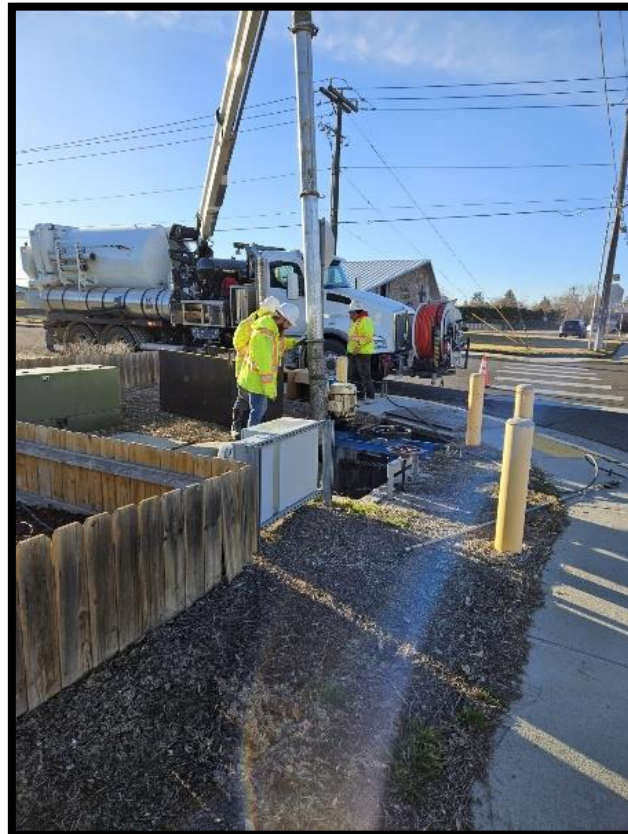
Public Works Department

Monthly Report

March 2024



Jacobs



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

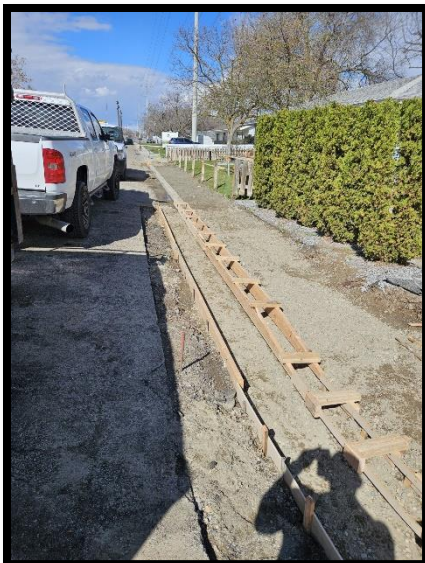


March Business Review

DEVELOPMENT REVIEW

ACTIVITIES MARCH 2024

- Issued 6 ROW Permits.
- Issued 2 New Addresses to new residences.
- Issued New Address to Commercial lot.
- Attended 2 PDAC meetings to discuss the expansion of a business.
- Attended 1 PDAC meeting to discuss new businesses.
- Attended the Jacobs monthly safety meeting.
- Inspected the abandonment of 1 Backflow device on irrigation systems.
- Mailed out 780 backflow test notifications due by May 15th.
- Multiple plan reviews for new construction.
- Multiple construction inspections
- Tapadera Lift Station- Punch list items are being addressed currently along with final close out requirements.
- City Hall Elevator Modernization is still in the design engineering process with TK Elevators.
- Water Treatment Plant Expansion continues with plans to become up and operational sometime in April.
- Lions Park Shade Structure roof section has been removed and material is on order.
- SE 5th Ave Pedestrian Project- IRVCO will be issued a “Notice to Proceed” on April 1st and a preconstruction meeting has been scheduled for the 2nd due to scheduling conflicts.

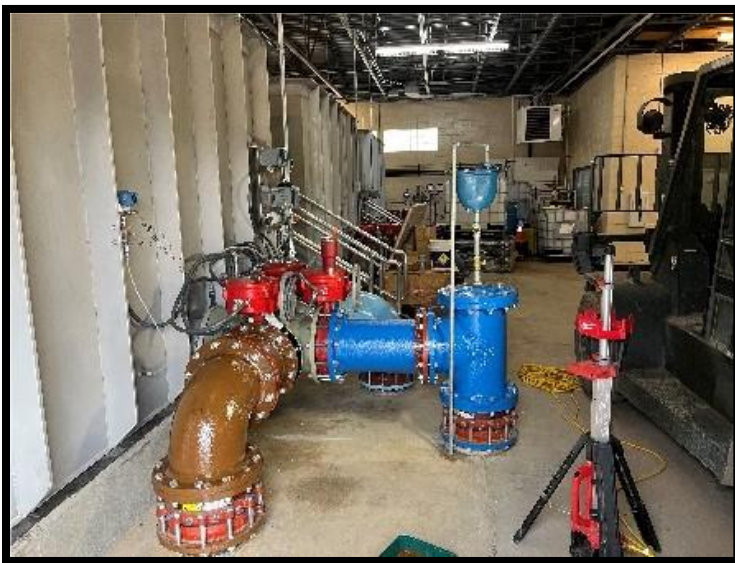


March Business Review

WATER: TREATMENT PLANT AND DISTRIBUTION SUMMARY

ACTIVITIES MARCH 2024

- 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.
- Clarifier #1 maintenance and inspection performed.
- 1 new meter installed.
- 4 water meters changed out.
- 1 leak check.
- 17 water meters turned on customer request.
- 12 meters checked for high consumption.
- 6 meters off customer request.
- 22 meters read verified.
- 17 meters off for non-payment.
- 24 meters on for payment



March Business Review

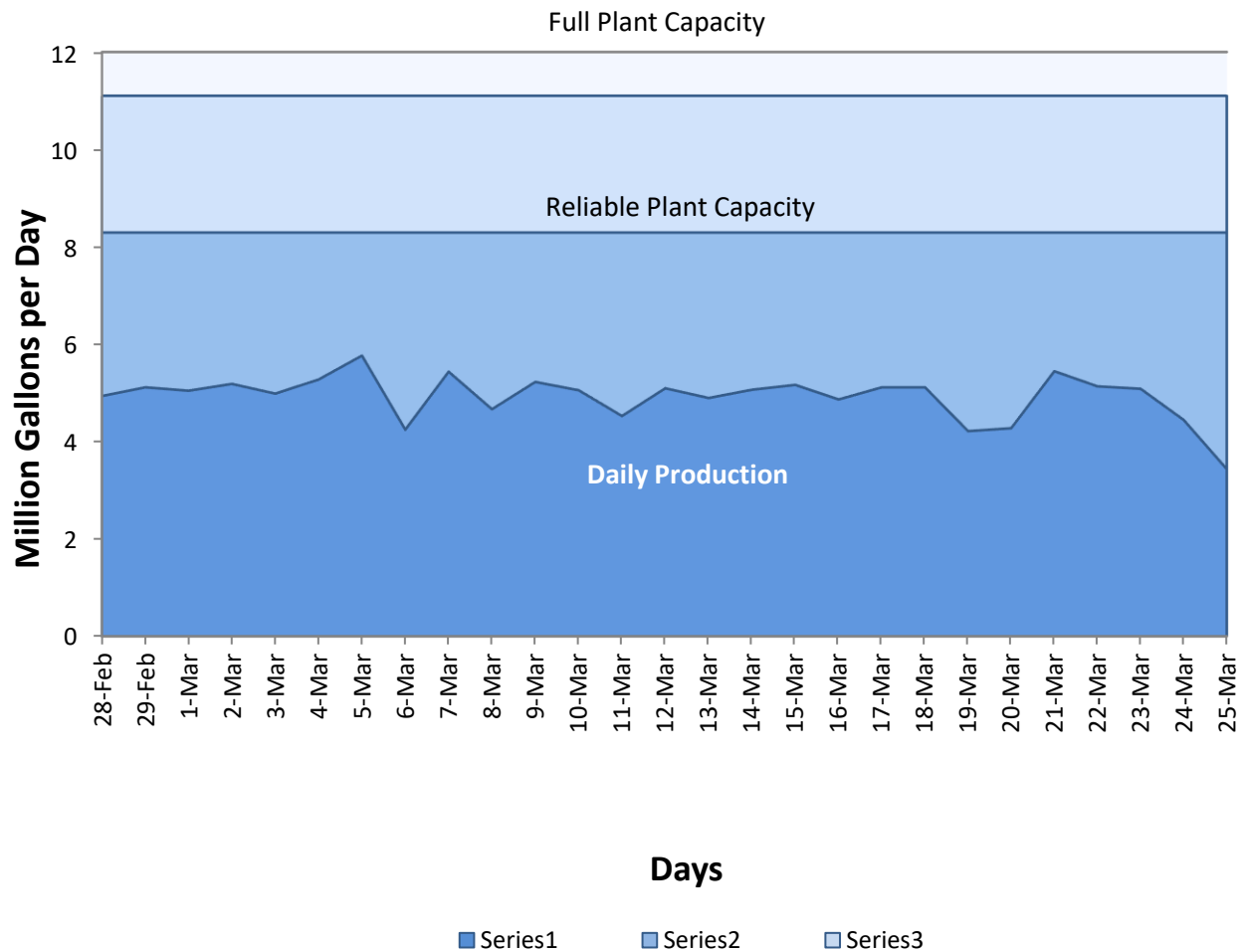
WATER: TREATMENT PLANT AND DISTRIBUTION SUMMARY

ACTIVITIES MARCH 2024



WATER TREATMENT PLANT PRODUCTION VS. CAPACITY

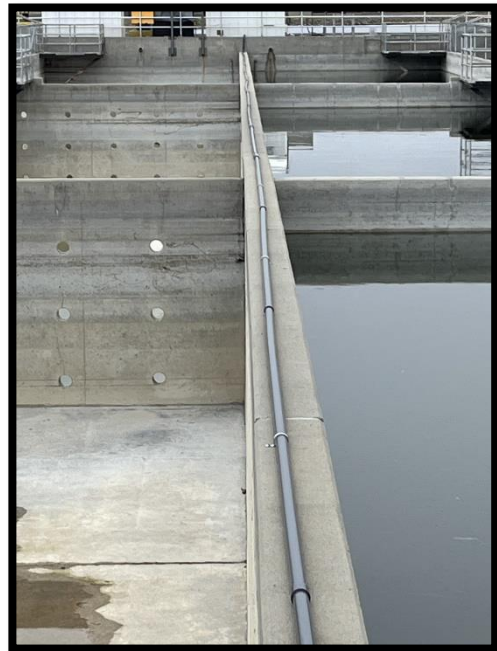
Demand vs. Availability Feb 28-Mar 27, 2024



March Business Review

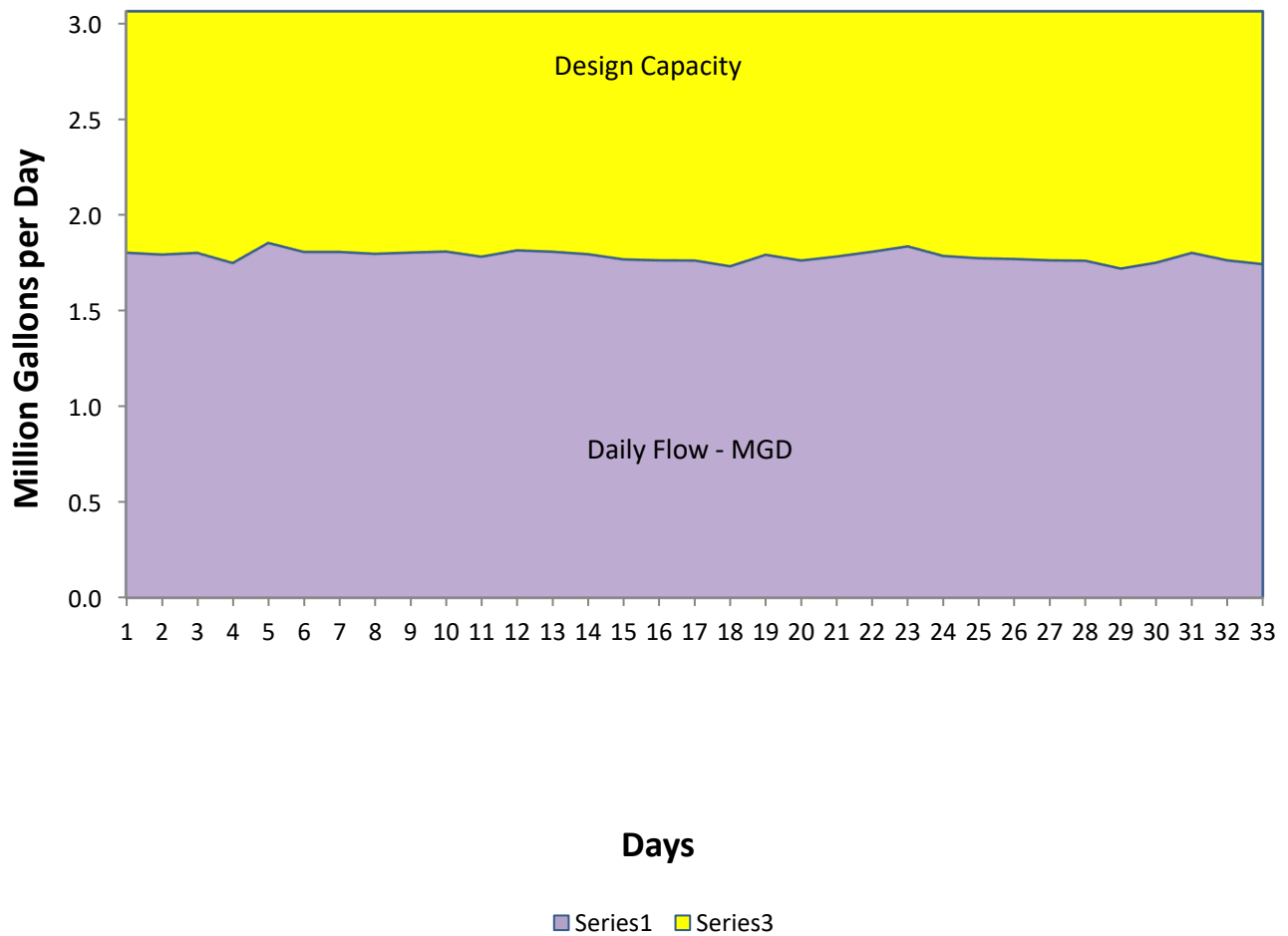
WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY ACTIVITIES MARCH 2024

- All sampling per the 2019 NPDES permit has been completed.
- All piezometer readings taken for the month.
- Collected and tested 44 arsenic manhole samples.
- OSU sampling completed.
- All work orders completed for the month.
- Sulfur Dioxide cylinder delivery.
- As of March 26th, we have 16 days of storage in the WWTP Lagoons.
- Malheur irrigation pump station ready for season.
- Started pumping to Skyline Reservoir.
- pH Adjustment system tested and ready for use.
- Chlorine room heater repaired.
- Trash pump repair.



WASTEWATER TREATMENT PLANT

Wastewater Treatment Flows Feb 22, 2024 - Mar 25, 2024



March Business Review

OPERATIONS MAINTENANCE: STREETS AND COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES MARCH 2024

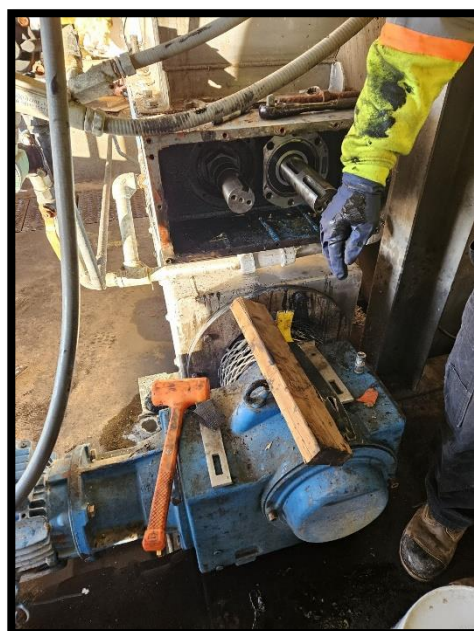
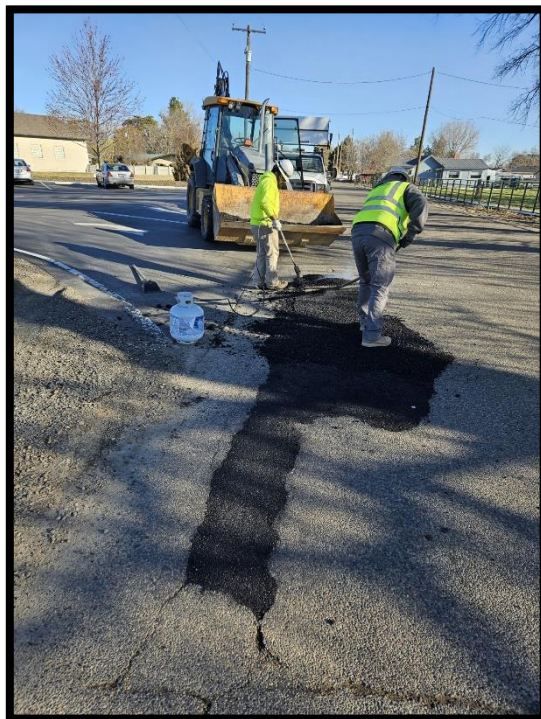
- Repaired stop sign at NE 2ND ST and 4TH AVE.
- Repaired water service at 425 SW 4TH AVE.
- Raised meter box at 1289 SW 16TH AVE.
- Plows and salters removed from trucks.
- 1ST round of door knockers hung for tree trimming.
- 1ST round of sweeping primary and secondary streets.
- Water service repair 475 SW 12TH ST.
- Performed routine maintenance on equipment.
- Repair stop sign on SW 11TH ST.
- Pothole repair on East Idaho(underpass)
- Pulled Murakami lift station pump for repair.
- Cleaned underpass tunnel.
- Paint graffiti in underpass tunnels.
- Cleaned sewer line per customer request.
- Repair water service at the middle school.
- Water service repair at 1650 SW 1ST PLACE.
- Cleaned Verde irrigation pump and lines.
- Repaired stop sign at SE 10TH ST.
- Installed two signs at city hall.
- Repaired irrigation lines at golf course.
- Repaired auger and grinder at bar screen (prison).
- Asphalt patches across town.
- 52 utility locates completed.



March Business Review

OPERATIONS MAINTENANCE: STREETS AND COLLECTION/DISTRIBUTION
SUMMARY

ACTIVITIES MARCH 2024

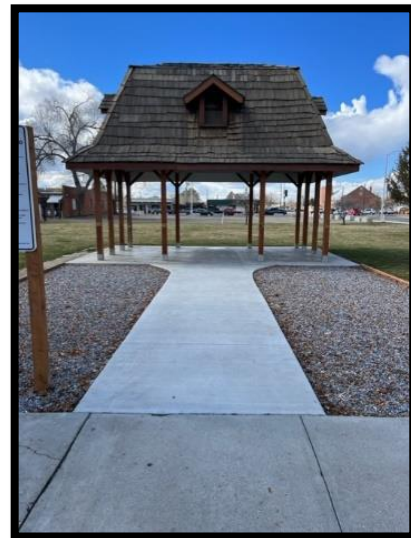


March Business Review

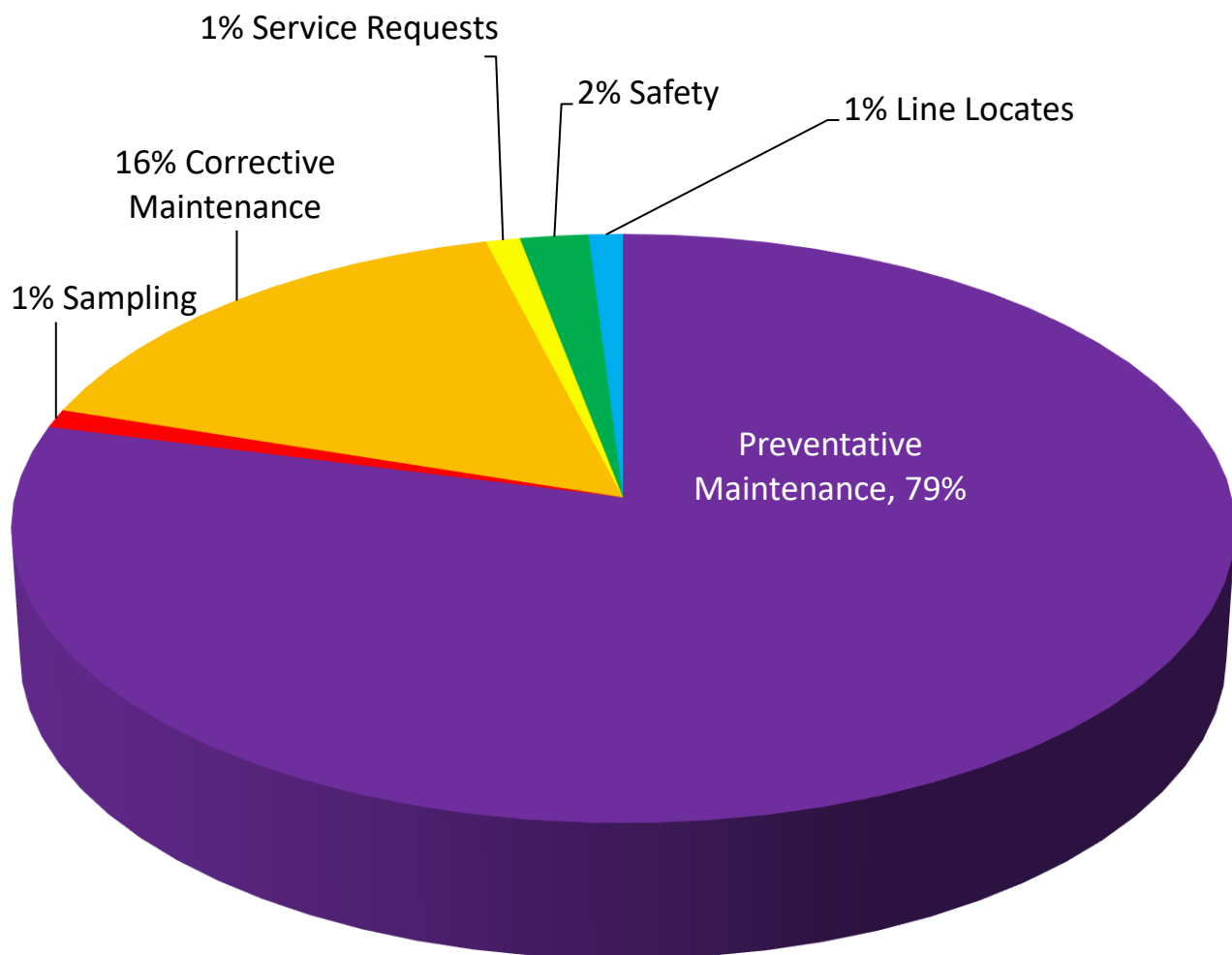
FACILITIES, CEMETERIES, AND PARKS SUMMARY

ACTIVITIES MARCH 2024

- Burned weeds at the Airport.
- Removed railing from around the shelter at Moore Park.
- Repaired radiator on the generator at City Hall.
- Changed all filters in the city buildings HVAC.
- Finished putting fertilizer in the Parks and Cemeteries.
- Applied pre-emergent on the tree and shrub bed to help with weeds.
- 2 burials at Evergreen Cemetery, and 1 at Sunset Cemetery



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.

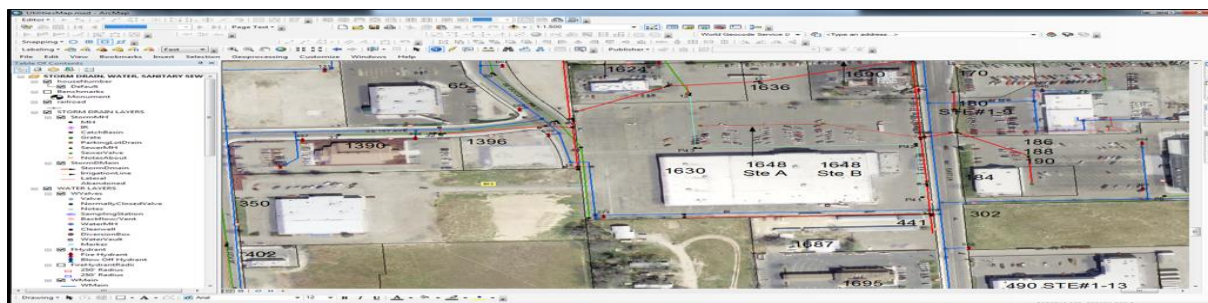
Public Works maintains a water system that complies with the EPA and Division of Health requirements. Staff also maintains the Wastewater Collection system and Wastewater Treatment facilities to meet DEQ standards. These same employees provide sewer and water line construction and maintenance to the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



March 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.

MAINTAINS 80 MILES OF WATER MAINS.

The Water Treatment Plant has a reliable capacity (capacity with the largest pump out of service) of 8.3 Million Gallons Per Day (MGD) and a maximum capacity of 11 MGD. The water treatment plant average production is 6 MGD and the City's largest industrial user, Heinz Frozen Foods, uses an average of 2.2 MGD of that water.

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

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

WASTEWATER TREATMENT PLANT

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

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

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

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



March 2024 ACTIVITY REPORT



March 2024



Response Stats

March 2024 Calls for Service	City	Rural	Total	
Medical Emergencies	90	10	100	
Tiered Medical Calls (Non-Emergency)	31	1	32	24%
Fire Related Calls	31	6	37	22%
Hazmat	0	0	0	
Generals	3	2	5	
Mutual Aid Given	0	2	2	
Overdoses	6	0	6	
Total	152	17	169	
	<i>90%</i>	<i>10%</i>		

Fire Prevention:

- Juvenile Fire Setter education
- Plan reviews for Malheur County Fairgrounds, TVCC Nursing facility and the Aquatic Center
- Firework permit applications
- PDACs
- Lifeways' safety committee

Inspections:

- The Gym
- Ontario Middle School
- Four Rivers Community School
- Valley Family Women's Clinic
- Silvies Charter School
- OCDC

Burn Permits Issued:

City Open Burns – 6

City Burn Barrels - 1

Rural Open Burns – 82

Rural Burn Barrels - 16



March 2024



Department Updates

- SAFER Grant: The SAFER grant is open and closes mid-April. We are requesting funding for 3 or 4 FTE positions. There is no match and funding is for three years.
- We are working on getting a community risk analysis/ standard of cover study done.
- Lt Gammage and Charlotte attended the National Fire Academy in Emmitsburg, MD for 2 separate classes.
- Our annual dance was a huge success. We are very grateful for the outpouring of community support.
- March 14th we had the pleasure of meeting with a group from our Sister City. We gave them a tour of the station and showed them the department and our equipment.

Firefighter Training

- Drone operations
- Burn injuries
- Wildland refresher
- Service area community risk reduction
- Vertical Ventilation
- HAZMAT
- Ladders
- Hose deployment

Community Incidents

1112 Lilac Ln

R1 was dispatched to 1112 Lilac Ln to reports of an attic fire. R1 with the assistance of 103 & 199 quickly knocked down the fire containing it to the attached garage.

R1 was able to rescue 2 dogs from the home uninjured.



Loves

R1/155 responded to Loves for a semi tractor, fully involved, in the parking lot. Crews were able to extinguish the fire without further incidents.

Mutual Aid

Crews responded to two separate mutual aid requests in Payette and a haystack fire in Vale.

OPD assist

R1 and Brule Lehman assisted OPD with the search for an individual who had eluded them. R1 assisted on the ground with thermal imaging cameras while Brule provided air surveillance.

MALHEUR COUNTY COURT MINUTES

February 28, 2024

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 Ron Jacobs and Commissioner Jim Mendiola present. Members of the media, public and staff had the opportunity to join the meeting electronically or in-person. Present in the meeting room was Administrative Officer Lorinda DuBois and Economic and Community Development Director Taylor Rembowski. 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 # [2024-531](#)

PIONEER HEALTH DISTRICT

Pioneer Nursing Home Health District (aka Pioneer Place) CEO (Chief Executive Officer) Corey Crismon and staff member Chelsey Ross met with the Court. Mr. Crismon requested the Court sign a letter of support for Pioneer Place's Community Initiated Project (CIP) Appropriation Grant application through the Senate Appropriation Committee. The grant funding requested is to replace the lighting in the Pioneer Place facility. Commissioner Mendiola moved to sign a letter of support. Commissioner Jacobs seconded and the motion passed unanimously. See instrument # [2024-532](#)

CROSSING PERMITS

Commissioner Jacobs moved to approve the following Crossing Permits: Permit #26-24 to Idaho Power Company for work on Boat Landing Road #915; Permit # 29-24 to Oregon Telephone Corporation for work on Old Stage Road #763 and Dahle Road #1131; Permit #27-24 to Idaho Power Company for work on Douglas Road #938; and Permit # 30-24 to Dan and Lana Andrews for work on N Road F #1093. Commissioner Mendiola seconded and the motion passed unanimously. Original permits will be kept on file at the Road Department.

COURT MINUTES

Commissioner Jacobs moved to approve Court Minutes of February 21, 2024 as written. Commissioner Mendiola seconded and the motion passed. Judge Joyce abstained as he was not present on February 21, 2024.

AOC DUES

Commissioner Jacobs moved to approve payment of Association of Oregon Counties (AOC) 2024 membership dues in the amount of \$21,675.88. Commissioner Mendiola seconded and the motion passed unanimously.

UNCOLLECTIBLE PERSONAL PROPERTY TAXES

Treasurer/Tax Collector Jennifer Forsyth met with the Court and presented information on uncollectible personal property tax accounts. Commissioner Mendiola moved to approve Order GO-04-24: In the Matter of Uncollectible Taxes on Personal Property Situated within Malheur County and the Cancellation Thereof. Commissioner Jacobs seconded and the motion passed unanimously. Three accounts were cancelled; total charge off is \$1,357.49. See instrument # [2024-533](#)

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.

MALHEUR COUNTY COURT MINUTES

March 13, 2024

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 Ron Jacobs and Commissioner Jim Mendiola present. Members of the media, public and staff had the opportunity to join the meeting electronically or in-person. Present in the meeting room was Administrative Officer Lorinda DuBois and Economic Development Director Taylor Rembowski. 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 # [2024-722](#)

MCDERMITT LITHIUM PROJECT - JINDALEE RESOURCES/HI-TECH MINERALS

Jindalee Resources Vice President Brett Marsh met with the Court. Mr. Marsh updated the Court on the McDermitt Lithium Project and shared a slide presentation. (Mr. Marsh noted that some of his comments will be forward-looking and do carry some risk of not coming to fruition; additionally there are potentially items that he is not able to discuss in a public meeting.) The McDermitt Lithium Project site is one of the largest lithium deposits in the world and is an attractive asset for the United States. The US has a pretty significant import of lithium and other critical minerals that come in - the majority comes in via China, which is a pretty high national security risk. Of the approximate 4 million active service members, each one of them carries between 15 - 25 pounds of lithium on their person to manage their day-to-day activities. The project is eligible for a number of government incentives under the Inflation Reduction Act and the Defense Production Act.

Sheriff Travis Johnson joined the meeting.

The Pre-Feasibility Study should be completed July 2024 and will give the first picture of what a potential mining operation and processing operation could look like. An application has been made with Bureau of Land Management (BLM) to continue to expand drilling to further define the resource and make sure it's eligible for profitable operation. Jindalee is currently working with BLM on the NEPA Environmental Assessment; the first public comment period was completed last September and those comments are being incorporated into the Environmental Assessment; and there will be another public comment period to comment on the contents of the Environmental Assessment. Once the Environmental Assessment process is completed it should allow for additional exploration under the Exploration Plan. A typical project in the United States can take 20-25 years before the project becomes an operation. In general, worldwide, only about one out of every one thousand projects reach production.

The Exploration Plan of Operations is about a five year program and covers 7200 acres. Within the project area acres 262 sites have been identified for investigation over the five years. Total disturbance is about 99 acres, which includes new access roads and the drill sites themselves. There will also be a reclamation process. Drill operations will take place July-November and it is hoped to start in the coming year.

One of the key components of obtaining the federal opportunities requires the development of a Community Benefits Plan. This entails laying out a strategy for how the project partners with the community. HiTech hired a consulting firm to assist with the Community Benefits Plan process. The idea is to bring together the different projects and opportunities to invest in the workforce, advance diversity, inclusion and accessibility, and identify training and other labor type opportunities that can both help the region and facilitate activities in the project. A community benefits agreement is an agreement between the company and community groups or coalitions. As part of this process, a community advisory board will be created - members from the community and various businesses will help guide investments in the community and investments in various infrastructure and other types of projects that are needed.

Mr. Marsh answered various questions from the Court members and Sheriff Johnson.

Commissioner Jacobs commented that he was curious how an agreement would be drafted that benefits the Oregon communities when the Oregon population is 3 hours away from the project site. Mr. Marsh explained that this process is still being worked on and developed; the consultant and Mr. Marsh have been in contact with various economic development groups and a number of items have been derived from those meetings. Ideas include creating training and placement programs with Treasure Valley Community College and other types of things that could develop new training and skills for workers that could be applied at not only the mine but in other technical areas of the County.

Judge Joyce asked if there were any royalties; there are none at this time.

Sheriff Johnson inquired how many workers there would be through the exploration phase and also the actual mining phase. Exploration is typically a light footprint - approximately 50 total people that would commute from McDermitt into the project. Development of a mine during the construction phase would possibly be 750-1200 contractors and personnel. Long-term operation of the mine is potentially 400-600 full-time employees. Transportation of the workers will be a consideration in an effort to minimize traffic for safety and wear-and-tear on the road.

Commissioner Jacobs inquired if the entire 7200 acres would be mined if lithium was found underneath the entire 7200 acres. Mr. Marsh said potentially not because the lithium may not be economically viable across the entire 7200 acres.

Commissioner Mendiola asked how much drilling has been completed so far and how much overburden there is with open-pit mining. 62 holes have been drilled. As to the overburden, the analysis has not gotten that far yet, but initial studies have shown that the waste rock material is pretty low for the project. Commissioner Mendiola also inquired how the wastewater from the drilling process is kept away from the cattle in the area. Mr Marsh said that generally there is small sump (10 ft x 10 ft or so) that is fenced off to keep people and animals out but the main part of the work they endeavor to make sure that the cattle have completed grazing in the particular allotment before drilling begins.

The project property is on federal ground that has grazing rights. Ongoing discussions are taking place with the ranchers in the

area (including discussions on roads).

A temporary water-right was secured to put in a supply well specifically for water supply to the project for drilling makeup water and dust control.

Jindalee/HiTech Minerals requested a letter of support for an application to the Department of Energy for a funding opportunity. The Court took the request under advisement.

See instrument #[2024-728](#) for the slide presentation.

CROSSING PERMITS

Commissioner Jacobs moved to approve Crossing Permit #31-24 to Romans Precision Irrigation for work on Pioneer Road #917; Permit # 32-24 to Romans Precision Irrigation for work on Cherry Road #1552; and Permit # 33-24 to Idaho Power Company for work on Community Road #932, Foothill Drive #869, Chester Road #861, Plum Lane #1068, Hyline Lane #1077, and Power Road #907. Commissioner Mendiola seconded and the motion passed unanimously. Original permits will be kept on file at the Road Department.

PLANNING COMMISSION

Planner Tatiana Burgess met with the Court and explained that Planning Commission member Linda Simmons submitted her resignation effective March 1, 2024; and shared that Allen Montgomery was interested in serving on the Planning Commission. Mr. Montgomery is a retired firefighter/EMT. Commissioner Jacobs moved to accept the resignation of Linda Simmons from the Planning Commission and moved to appoint Allen Montgomery to the Planning Commission. Commissioner Mendiola seconded and the motion passed unanimously. The Court expressed appreciation for Ms. Simmons many years of service on the Planning Commission. There is still one vacant position on the Planning Commission.

MINUTES

Commissioner Jacobs moved to approve Court Minutes of February 28, 2024 as written. Commissioner Mendiola seconded and the motion passed unanimously.

FUND TRANSFERS RESOLUTION

Commissioner Mendiola moved to approve Resolution R24-07: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Jacobs seconded and the motion passed unanimously. Funds are transferred within the Jail budget. See instrument # [2024-723](#)

MCDERMITT LITHIUM PROJECT - JINDALEE RESOURCES/HI-TECH MINERALS

The Court members and Sheriff Johnson further discussed the McDermitt Lithium Project. Increased patrols in the area may be needed in the future. Ambulance services will need to be considered.

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.

MALHEUR COUNTY COURT MINUTES

March 20, 2024

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 Ron Jacobs and Commissioner Jim Mendiola present. Members of the media, public and staff had the opportunity to join the meeting electronically or in-person. Present in the meeting room were Administrative Officer Lorinda DuBois and Economic and Community Development Director Taylor Rembowski. 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 # [2024-0855](#)

ROAD ACCEPTANCE - FULK

Surveyor Derrick McKrola presented a road dedication on a partition plat for the Court's consideration. Commissioner Mendiola moved to accept road dedication of a portion of S Road C on Tonya Fulk's Partition Plat #24-02. Commissioner Jacobs seconded and the motion passed unanimously. See instrument # [2024-781](#)

CROSSING PERMITS

Commissioner Jacobs moved to approve the following Crossing Permits: Crossing Permit #34-24 to Idaho Power Company for work on Alameda Drive #863; Permit # 35-24 to Idaho Power Company for work on Locust Road #568; Permit # 36-24 to Idaho Power Company for work on Grand Avenue #562; Permit # 37-24 to Idaho Power Company for work on Owyhee Avenue #1036; Permit # 38-24 to Idaho Power Company for work on Twilight Drive #1042; Permit # 39-24 to Idaho Power Company for work on Klamath Avenue #774; and Permit # 40-24 to Idaho Power Company for work on Norwood Drive #775. Commissioner Mendiola seconded and the motion passed unanimously. Original permits will be kept on file at the Road Department.

COURT MINUTES

Commissioner Mendiola moved to approve Court Minutes of March 13, 2024 as written. Commissioner Jacobs seconded and the motion passed unanimously.

OWYHEE IRRIGATION DISTRICT

Commissioner Jacobs moved to approve signing of a letter of support for funding assistance for Owyhee Irrigation District (OID) to upgrade efficiencies at their two Snake River pumping facilities. Commissioner Mendiola seconded and the motion passed unanimously. See instrument # [2024-0856](#)

IGA - MARINE BOARD

Commissioner Jacobs moved to approve Maintenance Assistance Grant Intergovernmental Agreement, Agreement No. 2325-049 with Oregon State Marine Board. Commissioner Mendiola seconded and the motion passed unanimously. Funding is in the amount of \$17,625 to assist with operation and maintenance of three recreational boating access sites in the County for the 2023/2025 biennium. A copy will be returned for recording.

Ms. DuBois left the meeting.

PUBLIC HEARING – ORDINANCE NO. 235

Present for the first public hearing to consider proposed Ordinance No. 235: An Ordinance Adopting a Post Acknowledgement Plan Amendment (PAPA) to Include Approximately 80 acres of Tax Lot 3200, Assessor's Map 16S47E on the Malheur County Comprehensive Plan Goal 5 Resource Inventory as a Significant Aggregate Site were Planner Tatiana Burgess, County Counsel Stephanie Williams, Applicant Darren Lee, Brian Sheets – Counsel for Applicant, Mike and Mandi Hastings, Mike and Dinah Lord, Tina Cassity, Don and Patty Dickinson, and Pat Caldwell of the Malheur Enterprise; present electronically were Bill and Riley Downing. Notice of the hearing was published in the Argus Observer. The Applicant is Darren Lee; Property Owner is Dallas Head. Planning Department File No. 2023-12-010.

Judge Joyce opened the hearing.

Judge Joyce: This is the first of two hearings for a Post Acknowledgement Plan Amendment to add a proposed site to the County's Goal 5 Inventory. No decision will be made today. The second hearing will be April 3, 2024 at 10:00 a.m. Planning Department file is 2023-12-010. When you are called to speak please state your name, address and title, if any, for the record. There is a general time limit for testimony of three minutes. The applicant's initial presentation will be 10 minutes; with a rebuttal of five minutes. All testimony and questions shall be directed to or through the Judge. Testimony and questions should not be directed to staff or directly to witnesses.

Do any members of the County Court need to abstain, disclose conflicts, disclose biases, or disclose any ex parte communications or site visits? If so, state the reason now.

Judge Joyce: I have none.

Commissioner Jacobs: I have none.

Commissioner Mendiola: I have none.

Judge Joyce: Does anyone object to any of the members of the Malheur County Court hearing this application? Does anyone challenge the County Court's jurisdiction to hear this matter?

Land use statements for the record: Oregon land use law requires several items to be read into the record at the beginning of this hearing. I will now read those items: These laws apply to and are found in Oregon State laws and rules as well as the local code provisions, which are specifically set out on the Staff Report and include OAR 660, Division 23-0030.

Testimony, arguments, and evidence presented must be directed toward these approval criteria or other criteria in state law, the Malheur County Comprehensive Plan, or the Malheur County Code, that the speaker believes to apply to the decision.

The failure of anyone to raise an issue accompanied by statements or evidence sufficient to afford the County Court and the parties the opportunity to respond to the issue will preclude appeal to LUBA on that issue.

An issue that may be the basis for an appeal must be raised no later than the close of the record. Such issues must be raised and accompanied by statements or evidence sufficient to afford the County Court and the parties an adequate opportunity to respond to each issue.

The failure of the applicant to raise constitutional or other issues relating to the proposed conditions of approval with sufficient specificity to allow the County Court to respond to these issues precludes an appeal or an action for damages to Circuit Court.

So, Order of Proceeding. The applicant will be allowed 10 minutes for initial applicant presentation. The applicant may also present up to five minutes for final rebuttal. All others wishing to testify will be given three minutes.

So, at this time we will have the Staff Report from the County – Tatiana Burgess, Planning Director.

Planner Tatiana Burgess: So, this is Planning Department File 2023-12-010. It was an application for a conditional use approval for aggregate mining and today we are discussing the determination for a post acknowledgement plan amendment. The property owner is Dallas Head at 5560 Highway 201 in Ontario; and the applicant is Darren Lee at 515 Noble Road in Ontario. The property is identified as Tax Lot 3200, Assessor's Map 16S47E, Malheur County Reference No. 6207 and the proposal is for a portion of Tax Lot 3200 which is 80 acres. The property is located west of the intersection of Highway 201 and Mesquite Road. It is a split zone; a significant portion of the property - 261.42 acres is Exclusive Range Use, which is the site of the proposed action, and a smaller portion is Exclusive Farm Use – 47 acres. The parcel is used for farming and residential activities. Surrounding use – there is an existing aggregate mining to the West; there is farm and rural residential use to the South, East and North. The proposed access to the site would be off of Mesquite Road, directly to the northeast portion of the parent parcel. It is important to mention that the private access includes crossing a buried pipeline that is owned by the LDS and there is an Owyhee Irrigation District canal. The property owner, Mr. Head, and Owyhee Irrigation District have a current crossing agreement. There will be no restrooms provided on site and up to three employees will be using porta potties. The parcel is within Payette, Idaho Fire Protection District and we do have a letter from them on file. The property is not within the 100-year floodplain. There are no water rights attached to this property. And a bit on the zoning history: this application was accepted by the Planning Department on December 20, 2023. A similar application was submitted by Mr. Lee in 2021, Department file 2021-03-010; that application was denied by the planning commission and the decision was upheld on appeal by the County Court. In 2023, Mr. Lee was found to be in violation of Malheur County's Planning and Zoning ordinances by the Malheur County Justice of the Peace. There was a conversation with DOGAMI the Planning Department had regarding the current suspension order that is on file for the mining activity.

So today what you will be considering is the eligibility to determine if the identified aggregate resource meets quality, quantity and location standards that are identified in Oregon Administrative Rules 660-023-0180.

Regarding the quality analyses, I am going to break these down. In his application Mr. Lee submitted two reports that were included in your packets. One was done by Strata Inc. and one was done by Atlas Technical Consultants LLC. I did list in your reports in there the specific testing that was done.

Regarding the Atlas analysis that was performed, at one of the previous planning commission hearings Mr. Lee stated that that analysis was performed on a separate site, outside of the 80 acres, so for that reason we are not considering that report for today's review.

Regarding Strata's report, that was submitted and is identified, they have excavated material from five test pit holes that are within the designated 80 acres that we're looking at today. In their report, they stated that the aggregate that was excavated was, they evaluated a mixed sample. We did receive a letter from DLCD regarding the fact that we would need to have verification that the hybrid sample is appropriate for testing only if the samples are similar. On February 22, 2024 a letter was submitted by Mr. Lee's legal counsel, Brian Sheets; it was introduced in the record as Exhibit 39 and that letter contained a statement from Strata regarding the similarity of those samples. Barry Miller, he was an engineer with Strata, stated that "when gravel encountered in explorations is of the same depositional environment and appears to be the same soil type, visual classification, there is no need to perform quality testing on each sample." There was no statement with regards to the similarity of the gravel deposit itself. He further details the sampling and testing process, and that a total of nine bags were collected and blended in the sampling in the AASHTO T2 test. So due to the fact that Atlas testing did not take place on the subject parcel and the lack of the clarity with regards to the homogenous aspect of the hybrid sample tested by Strata, the planning commission recommends that the quality analysis conducted was inadequate.

Regarding quantity, neither Atlas or Strata tested for quantity of the aggregate resource, but another company performed the quantity testing, and that was Petra Drilling and Blasting of California. The testing report was signed by Nick Cunningham. It is identified specifically the location of the borrow pits that were evaluated. During the February 22, 2024 hearing, Mr. Lee stated that he drilled the test pits himself and that they had to be left open for a substantial amount of time due to the suspension order from DOGAMI that had been in place. There was also another statement that was submitted by Mr. Hastings, that was submitted in your packets, regarding the research that he had conducted on Petra. So, based on those findings planning commission recommended that the testing, they found that the testing was insufficient and inadequate, because it was lacking the required certification, and the report was questioned due to it not being time-stamped.

The last aspect that we are evaluating today is the location. Atlas Consulting reports describe the quality of material excavated from three test pits; but the location of the test pits was not identified, and we further determined, like I said, that it happened on

40 acres that is outside of the subject parcel we're looking at today. Both Strata and Petra Drilling and Blasting testing was performed within the parameter of the 80 acres that we're looking at today. We do have geographical coordinates for those excavations. The 80 acre portion of Tax Lot 3200 is identified through a legal description that was made part of the record and the planning commission recommends that Strata and Petra Drilling and Blasting testing was adequate for location and it was conducted within the identified site, identified area #1.

At the last planning commission hearing on February 22nd, the planning commission voted to tentatively deny the Post Acknowledgment Plan Amendment application by a vote of 9 to 0 and, they made a recommendation to County Court to not add the site of area #1 to Malheur County Goal Inventory as a significant aggregate resource.

And I did pull up the map over there for you guys to look at, the map was also included in your packets and we are looking at 80 acres, which is this field right here, so the red outline that you're looking at right now, that's the entire property that belongs to Mr. Head, and we are discussing the aggregate that was identified within this 80 acres right here, south of Jasmine. So, this is the subject parcel that we are looking at today.

Judge Joyce: Okay, thank you. So, we do have a timer sitting behind us over here, he'll be in charge of the length of the talks, Taylor Rembowski. And so now we shall start with the applicant for 10 minutes.

Darren Lee: My name is Darren Lee, 515 Noble Road, and I'm the applicant for this. On that, can I get some clarification – you said denied for Area 1, this is I think what we did declare it as Area 3, correct?

Ms. Burgess: Area 3 was the private area that was for Mr. Head.

Mr. Lee: Private quarry, okay, fair enough.

Ms. Burgess: That's what you had in your application.

Mr. Lee: Okay. This is my second go around. After my first experience with the planning and zoning commission I thought I'd better get my ducks in a row and do my due diligence and make sure that this time I had followed the rules or what was requested of me the first time that I put the application in. It was a single sample and that was not accepted by the planning and zoning commission, they said they wanted a more broad sample so I did the combined sample this time. There's only two different types of samples that you can do, other than if you do five or ten different individual tests. I used Road District 3 and Seubert's application in the past as examples of what were successful applicants as far as Goal 5 inventory and then I tried to double that. That's why there's two testing there – the previous one that I did with Atlas and the second one that I did with Strata. So, either way is, that area there, meets the requirements of Goal 5 for quality testing. The State of Oregon has had a quarry up there they have mined gravel off; Road District 3 has; BLM has, and I would assume that they would also want to put down aggregate that meets the criteria of Goal 5. There is also two established Goal 5 resource sites up there already, if you can see the map, there's a BLM portion that's off to the upper left corner – that's a BLM quarry, and they have been mining out of there since ever I can remember. I think that a reasonable person could assume that the gravel up in that area meets the criteria for Goal 5 for quality.

As far as quantity, again I looked at other successful applicants, and Road District 3 did a quarry about two years ago and it was 77 acres, and their quantity analysis came up to just about exactly what this quarry did for the 80 acres – it was between 2.5 and 2.7 million cubic yards. The criteria for the Goal 5 threshold is 500,000 tons. And mine, the test that I had, was 2.7 million tons. I don't think that any reasonable person could assume that we're going to guess exactly how much gravel is underneath the ground anymore than you guess how much water is in an aquifer or how much oil is underneath the ground. The criteria is to meet a 500,000 ton threshold; that is the criteria. And within that criteria, it states that the inventory process for statewide planning goal 5 begins with a collection of available data from as many sources as possible, including experts in the field, local citizens and landowners. Now, engineers are engineers, they like to be precise; guessing how much gravel is underneath the ground is not necessarily within their purview. And because I knew that this was going to be scrutinized heavily by the commission, I have a good friend of mine who has a drilling and blasting company in California, I had him send up his blaster, who gets paid everyday by how much material that they produce volumetrically. So, the tests that I had done is not only superior to the testing that has been approved in the past, from say Road District 3, Seuberts, or other gravel companies, is in this case it shows the strata and the layers of the gravel, it shows the layers of the overburden and where the bottom of the quarry is; so it's substantially superior to the prior testing that's been done. And it says right in here, that as many sources as possible, including experts in the field, local citizens and landowners. That includes myself who also runs a quarry right next door and I understand the strata that's underneath there. But I did not do that calculation; I just dug the test holes.

The other criteria is the level of detail that is provided will depend on how much information is available or obtainable. Okay, Road District 3 dug 12 test holes; I dug 12 test holes. At some point you're not digging test holes, you're just excavating the gravel out. I think, again, we need to look at the big picture here, does this meet Goal 5 and does it have a minimum of 500,000 ton of gravel? Based on prior experience in the community, what other applicants have put in, and the acreage, we're pretty similar in this community. We've got about 15-18 feet layer of gravel in this area and that's kind of it; it doesn't get super deep. So, I followed that criteria. Now the commissioners had said that they wanted an Oregon engineer to do this quantity analysis; it doesn't state anywhere that that's the case. And I look over at the quarry in Ontario and they just had a guy go out and dig six test holes and say we guestimate this is how much gravel is in there; that was like a 2019 application and that one was approved. I don't know whether it made a Goal 5, but they approved the quarry. And it says specifically, in the rule, a representative set of samples of aggregate material in the deposit on the site meets applicable ODOT specs for base rock for air degradation, abrasion and soundness. It said a representative set of samples; I've given a representative set of samples, and the engineering company that did the testing has stated that this is not only common practice but it is a fair assessment. And why that we're digging so deep in the weeds on this, as far as the process, versus the fact that the bottom line is, we know that this gravel meets those

criteria. And also, that the estimated amount of material is more than 500,000 tons outside the Willamette Valley. That's the only two criteria that we need for Goal 5. So, I used those examples; I was chastised for using that – I was told that this was my application, not other quarry applications, but these are very complicated things to get through and I think that they do require a little bit of having some sort of a reference point because I can't get in a commissioner's head and find out exactly what they're looking for for criteria. So, I use those examples, and I only expect to be treated with the same due course that these other folks were treated. And if Malheur County is going to require a higher threshold than DLCD then I think that really needs to be written down and explained so that we can follow that as a citizen, because these tests are not cheap and it's not cheap to fly people from out of town or conduct these tests. And again, I can't get in the heads of commissioners to decide what's going to be the flavor for the day, but I have fulfilled those requirements and like I've said, I've used prior applications to use those as an example of what to do to be successful, and again, I just expect to be treated with the same scrutinization as other applicants have. That's all I have.

Judge Joyce: Thank you.

Brian Sheets: Your honor, fellow commissioners, Brian Sheets, attorney for the applicant, 93 SW 4th Avenue, Ontario, Oregon. So, I think what Mr. Lee was talking about is an equal protection issue. When it comes to evaluating applications by the same standards, because I do believe that there was some heightened standards that were applied to Mr. Lee at the planning commission and that led to the recommendation of denial – specifically when we talk about the quality, or the quantity analysis, when they talk about required certifications and a timestamp. None of those are found in any code anywhere. So, to the effect that those are required, I believe that they made up those conditions on the fly and they didn't necessarily apply those same conditions to other applicants in the past. And so, to that extent, I do believe, at the same time I could be contaminating the findings for the planning commission as well, because those findings have not been drafted or presented to the planning commission for consideration. To that extent they'll be approving their denial of the conditional use application I believe next week. And to the extent that we discuss those kinds of things, I just want to be clear to the commission and your honor that those findings have not been drafted yet and that this hearing could actually affect those findings and how they're drafted. So, I just wanted to make sure that that's on the record as well here because we are, there is an equal protection issue at play here, just because I believe that different applications have been treated differently. So, none the less, when it comes to the factual issues here, the technical data should rule the day. You've got the report from Strata, you've got the Petra analysis, and you've got the location, and based on those I do believe that this is worth including on Malheur County's Goal 5 Inventory for significant aggregate resource. If there's any questions I'd love to answer them.

Judge Joyce: We may do that afterwards.

Mr. Sheets: Alright. Thank you, your honor.

Judge Joyce: Okay, thank you. Now I'm assuming that finishes the applicant's testimony for right now and the rebuttal comes at the end.

Mr. Sheets: Your honor, I do believe that we will have one witness calling in.

Judge Joyce: Now?

It was explained that Nick Cunningham, who did the quantity analysis, was trying to call in and Judge Joyce agreed to let Mr. Cunningham speak when he called in.

Judge Joyce asked for opponent testimony.

Mike Hastings: My name is Mike Hastings, I live at 464 and 470 Jasmine. I really don't have a lot to say. This is now years in the making. And so really all I wanted to be very specific is I submitted, I did submit a lot of information and I'm kind of glad what they just said, because they actually were given in this round, so this happened first in 2021, but in this round they were given by the outgoing Planning Director an example of what a quantity takeoff analysis looks like, and this is for the Head property, I think they might have mentioned that. As you look through the Strata information, it's vastly different. And I don't have enough time to really who all the differences, but contained in this MTI report, they study underground water, they do core sampling, they study drainage, they do a lot of testing that is, you know, as part of the quantity takeoff, and it's also signed by, this report, by a registered geotechnical engineer, a licensed geological engineer, a staff geologist, and a geotechnical services manager. They advertise all over the world that they do these services for people. And so, this was the example that I submitted, and if you compare this simply to the Strata example, there are no dates, there's no signatures, and including in the Strata, or I'm sorry, in the Petra, I'm miss phrasing, I'm comparing this to Petra not Strata, I apologize. In the Petra documentation, there is nowhere within there that it says they've actually visited the site, and there are no signatures or dates, and they're just a single page analysis, basically a mathematical equation that I can see. So I'm just simply trying to say, for a project of this magnitude, this is literally a 180 acre industrial zone that he's proposing, the bar and the caliber of testing has to at least be to the standard that he was given, he was given by Eric, that says when you're going to undertake something like this it needs to be by licensed professionals that do this day in day out, and not just your buddy that has a drilling company in California. And again, I'm talking about Petra, not Strata. The difference between the MTI test and the Petra test that was submitted in this project. That's really all I wanted to say since I know we are focusing on quantity, quality and location.

Judge Joyce: Thank you.

Dinah Lord: My name is Dinah Lord, I'm here representing myself and my husband Mike Lord, we live at 458 Jasmine Road, Ontario, Oregon 97914. Judge Joyce, Mr. Jacobs, Mr. Mendiola, thank you for allowing me this time. I would like to address irregularities submitted to the planning and zoning commission and now to you that pertain to location, quality and quantity. In a report Darren Lee submitted along with his application for a conditional use permit, Strata report dated July 14, 2023, Field Exploration – this report states on June 21, 2023 we visited the project and sampled from existing gravel stockpiles. In

photographs also taken by Jasmine slope landowners and also submitted to DOGAMI as the samples were taken while a stop work order was in effect from DOGAMI, photographs do show these holes were indeed dug days before the agent from Strata came to the site. And as the samples were taken from existing stockpiles, there was no chain of custody. There was no way to verify that these stockpiles came from excavated test holes and as such there are no verified findings to quality, quantity and location. In the report submitted from Atlas Technical Consultants, dated February 16, 2023, states, this report does not include gravel quantity calculations. But, in a letter submitted from Petra Drilling and Blasting, which said company are a drilling and blasting firm from California, licensed by the Idaho Secretary of State, but with an address of 941 Eaton Road, which is Darren Lee's, Weiser home address as verified in tax filings. Nicholas Cunningham, who is not a certified professional engineer or a geologist, states, the net borrow equating to 2.75 million tons. How can an individual who is not a licensed engineer or a geologist, make a determination of quantity? The report from Strata, page 2, no page 1 submitted, no date, no signature on this report, states, the gravel failed to meet the gradation criteria for special filter material, base aggregate, shoulder aggregates, and PCC aggregates, and also failed to meet the equivalent specification for PCC aggregates. These samples would have to be have final testing in order to be used by ODOT. Also submitted from Strata, there is a reference to an Appendix D, not included in his submittal, as well as no signature from Strata. Darren Lee also stated to you that, BLM has had a gravel pit up there from as long as I can remember. My husband and I have lived at our address for over 14 years, many of the other landowners have lived here for 30, 40 years. (Time limit was reached for Ms. Lord's testimony.)

It was noted that Nick Cunningham was now on the phone and Judge Joyce agreed to allow for his testimony at this time. Nick Cunningham's address is: 23031 Tulip Ct, Tehachapi, CA 93561

Nick Cunningham asked if there were any specific questions for him. Mr. Lee requested Mr. Cunningham explain the testing process used.

Nick Cunningham: So, you guys have probably seen the documentation that I've sent over, but basically, we went up there and, you know, Darren dug those test pits and we got coordinates on the test pits and identified where the strata changes from one type of geology to another type of geology. And then we just plotted those points and did what's called a quantity takeoff, which I'm sure you're all very familiar with, to figure out how much overburden there was and how much material there was and then what the bottom looked like below the good material there.

Mr. Lee: Can you talk about your qualifications Nick?

Mr. Cunningham: I've been in the drilling/blasting 20 years. This is a type of activity that I do, I'll say, 15,20 times a month, which is probably more frequently than let's say an engineering firm that did something similar, because they would do dozens of different activities as well as doing this. Sometimes these quantity takeoffs will be just a quantified blast, sometimes it'll be a takeoff to identify amounts of material within a cut, sometimes it'll be to identify amounts of material in overburden, like we're doing there, and sometimes it'll be used to figure out mine life and various different things like that based on production levels and utilization and stuff like that. I've been doing that about 20 years. I think about, I'll say about 10 years, steady with the Topcon GPS system, which is what I used, and their software. Prior to that it was a lot more manual stuff, a lot of drawings and stuff like that for what we were doing.

Mr. Sheets: Hey Nick, this is Brian Sheets, attorney for Darren Lee, I just have a quick question for you. Would you certify that the results that you published are correct and accurate?

Mr. Cunningham: Yes.

Mr. Sheets: And is there any reason for anybody here to doubt what was submitted there?

Mr. Cunningham: No there's not.

Mr. Sheets: And would you submit that under penalty of perjury?

Mr. Cunningham: Yes, I would.

Mr. Sheets: Alright. Thank you very much.

(Time was called for Mr. Cunningham's testimony.)

Tina Cassity: Good morning, my name is Tina Cassity and I live at 478 Jasmin Road. In particular I'd like to speak on the location. And I'm not sure what was submitted, which I submitted to planning and zoning with my testimony. For DOGAMI's rule for complying with Goal 5, the impact area is a 1500 foot radius from the boundaries of the mining site. All of us that are up there, our homes are all affected by that, but our home in particular being the closest. Our home, which, I don't know if you all received these measurements, but our home is actually approximately 100 foot from his mining boundary. This is our front door. This is our well. And his mining boundary is 91 feet from our well. Also, from our property boundary, his mining area, which we know its his mining area because he did it illegally last year, where berms were put up and that is 20 feet from our property boundary where that berm is. This here, is a picture from our dining room window. This is my daughter's car. Our property boundary is right here. And you can see the berms here, which he had done illegally per DOGAMI's suspension order. This here is another picture of how close it is in perspective to our home, this is our trashcan and this is the berms that he had. We are all well-dependent where we live. There's a natural wetland that's on that property, which has been documented by state and federal agencies. We do not know, there's no impact study on the effect that that's going to have on our wells, our drinking water, our health, it's a grave concern to us. Like I said, we've lived out there 30 years. Our home being so close, absolutely it's going to affect our property values, who wants to have a home 20 feet from a gravel pit. Noise impacts. It was affected greatly when he was illegally mining. We heard noise all day long, even in our basement we heard it. (Time was called for Ms. Cassity's testimony.)

Mike Lord: My name is Mike Lord, I live at 458 Jasmine Road, my wife is Dinah. In regards to Darren Lee's quality, quantity and

assessment report here, we wanted to also add that, also submitted in Darren Lee's application is a typewritten quantity quality assessment that has no heading of a firm listed, no date, no signature. Who conducted this assessment? Additionally, all the test holes have the statement, poorly graded gravel, and test hole #6 water encountered at 22 feet. And finally, in the report submitted from Materials Testing and Inspection, testing from September 17, 2019, included in his application, limited borrow source investigative report, White property gravel quality assessment, 533 Ontario Heights Road, why was this investigation report included in his application? If it is a sample report, it should have read, the word sample written on every page. Due to the many irregularities highlighted the logical conclusion should be that Darren Lee's request for Goal 5 should be rejected due to the fact that he has failed to meet requirements of quality, quantity and location. Thank you.

Mandi Hastings: I'm Mandi Hastings, I live at 464 and 470 Jasmine. I just want to reiterate here that the reason why the level of testing is being required is because of the location that was chosen. And again, that Eric Evans that accepted this application in, gave an example to Mr. Lee of the level of testing that would be required to drop 180-acre gravel compound in the middle of nine different residences, right in the center, affecting wells and water and pollution and whatever else is going on. So, all of these other requirements in these areas, out in the desert, of course the levels don't need to be as high. And I just want to leave and submit this again, it is with his application, but if you look at the level of testing that is required, and that was given to him as an example, as the caliber that needed to be happening in this type of a situation, it's nowhere near it. Not only that, there's no chain of custody on any of the samples. And of course, we're watching everything; they like to paint us as these really nosy neighbors, we're watching everything because it's right in front of our faces in our front yards and in our backyards. We saw gravel brought in from outside, stacked next to test holes; yes, people came in and took bags of gravel that Mr. Lee had prepared for them, there is no chain of custody on that. So yeah, highest level of testing and caliber and chain of custody and honesty needs to be determined here because of where he is choosing to do this. And that's all I have to say, thank you so much for listening to us today.

Judge Joyce asked for rebuttal from the applicant. Mr. Lee explained he had one more individual calling in to provide testimony; however, the individual never connected to the hearing before it was closed.

Mr. Lee: I'm getting pretty worn out of the libel and slander nonsense about me faking the funk on this stuff, illegal mining, and all that other kind of activity that has apparently gone on; I have not hauled one rock off of that quarry; that would constitute my digging a test hole that is required by the State and required by Goal 5. And that's exactly what I did. I got hemmed up by DOGAMI on that, it was made a big to-do about it and it's been pretty much rebutted and if it was an issue they would have made me get a permit. Let's get to the facts. This has been a quarry up there since 1930. So, everybody who has moved up there should have known full well that they were moving into a site that has been a quarry for a long time. As I said, there's been State activity up there, BLM, Road District 3, private activity, all the roads in that area have been pretty much built with that gravel that's up there. Unless next if we're going to start removing all the feedlots next door these people have to understand that they moved into a quarry, not the other way around.

As far as the quantity and quality analysis. You can see there's been a lot of subject matter, amateur engineer experts on this. I have followed the rules. I have hired expensive firms to fulfill the requirements of Goal 5 and I expected it to be not nicked and dimed because the bottom line is there are two things that we have to have, one is 500,000 tons, which any reasonable person looking at any prior application or with common sense can realize there's at least 500,000 tons of rock under there. And again, we are all speculating on this 500,000 tons. So, whether you have an engineering degree or whether you are a subject matter expert or a local yokel that's what the requirement is, that you use the best information that you have available to make that determination. If there is criteria that is at a higher level than that then it was never presented to me and it never has been presented to me by Malheur County Planning and Zoning. So, if that is going to be the standard in the future then I would recommend that that be listed as such.

Talks about poor degraded gravel; that's a term that means that all the gravel is not the same consistency. You have big rocks, little rocks. It doesn't have anything to do with the quality of the gravel. No gravel sample will ever meet all the requirements for the state. That's why you process gravel. So, it says it doesn't meet for certain stuff. These are specialty things that everybody is required to process gravel to make it meet spec. It meets the requirements for Goal 5 100 percent times two different tests in that area. The State as well as the Road District are using the same gravel right literally adjoining that property or on that property and how are they going to get away with not having Goal 5 gravel is this doesn't meet those requirements? So, I think that's kind of a dead horse.

It talks about the White property – that's Road District 3. And this fellow talks about water in hole #6 – that gravel slopes, that 80-acre parcel slopes to the center, there's a ditch on the top, it's dry as a bone up there, like every other irrigation ditch, it leaks, so there was water in that pit. If you look at the White property, Road District 3, they encountered groundwater in almost every one of those pits. If you look at the pit in Ontario – they're digging literally out of the riverbank and leaving a pond. So, I encounter a little bit of water, which is subbing from the canal and there's an issue with that.

They talk about the houses that are up there. There's 15 houses within a circular mile of the center of that quarry. There is over 50 around Seubert's pit. There is over 50 around Road District 3's pit. There is over 200 around the pit in Ontario. I think that 15 is a lot better number than 50 or 200. And with that, only four or five people have a real issue with that quarry. Which in my opinion is an extension of gravel activity. This isn't a new quarry. This has been here a long time. This has been a resource for this community for a long time. And if you look, there's a list of people in the community who support this. You have four or five people that have an issue with it and the rest of the community you're going to take away their resource that they've had for 90-plus years, and I don't think that's fair to the community or the landowner, Mr. Head, who knows that this land has no other purpose other than what it's been used for traditionally for the past 90 years. And the way this testing and stuff was done, it's done by engineers, it's not a crime scene, they're just taking a test. (Time was called for Mr. Lee's rebuttal.)

Judge Joyce asked if there were any persons online that wanted to testify.

Riley Downing: Bill and Riley Downing, 5151 Power Road. Sorry I didn't speak up sooner, I wasn't sure if you knew that I was online, I apologize for that. I'm kind of glad that I got to be last just because I just keep hearing some things that are just absolutely not true. We've had two houses up on Power Road now for 18 years, for one of them, 15 for the other, and I can tell you, there has been no gravel taken off of those properties up there since we've been up there, and the property that did have some gravel taken off of it was one of Mr. Head's, it's one that we can look into, we see the activity going on all the time. We've actually tracked Darren Lee's trucks driving off the hill with loads of gravel to a farm – they were building a new shop. So, I guess, we just want to ask that you look at all of the information that's been presented, not just of the pictures that have been painted. We have put a lot of time and effort into research. We are maybe only 15 places that are being affected but we are being affected in our yards, our water is being affected, our livability is being affected, and we need to know who's going to be responsible when wells run dry, when the riparian corridor is gone. It's just stuff that we would like to ask you to please take a second look at. I won't waste any more time going through the list because it is quite long. But, thank you for your time and consideration.

Judge Joyce: Okay, Staff Report.

Ms. Burgess: I don't have anything to add. I do want to mention that Mr. Lee had somebody else that he wanted to speak on his behalf, an engineer I believe, and we're not able to connect with him for some reason.

Judge Joyce: Was he going to submit something in writing?

Mr. Lee: No. He had reviewed the testing that Nick Cunningham had done and looked at all of his procedures and he's a neighbor out there and he thought it was a fantastic report.

Judge Joyce closed the hearing and announced that the next hearing would be April 3rd at 10:00 a.m.

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.

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**The Malheur County Compensation Board met on March 18, 2024; see instrument # [2024-0888](#) for the minutes.

MALHEUR COUNTY COURT MINUTES

March 27, 2024

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 Ron Jacobs and Commissioner Jim Mendiola present. Members of the media, public and staff had the opportunity to join the meeting electronically or in-person. Present in the meeting room were Administrative Officer Lorinda DuBois and Economic and Community Development Director Taylor Rembowski. 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 # [2024-0928](#)

LETTER OF SUPPORT

Building Official Adele Schaffeld met with the Court. Ms. Schaffeld explained she is applying for a Education and Workforce Training Grant through the Eastern Oregon Border Economic Development Board. If received, the grant funds would be used for high school student paid intern positions in the construction field through the Malheur ESD's Workforce Grant program. The Court was supportive of the proposal; Commissioner Mendiola moved to sign a letter of support. Commissioner Jacobs seconded and the motion passed unanimously. See instrument # [2024-0929](#)

OREGON FOOD BANK - ONTARIO COMMUNITY FOOD CENTER PROJECT

Lindsay Grosvenor with Oregon Food Bank met with the Court and requested a letter of support for Oregon Food Bank Southeast Oregon Services' application to the Eastern Oregon Coordinated Care Organization (EOCCO) Supporting Health for All through Reinvestment (SHARE) program for funding to support the Ontario Community Food Center project. Commissioner Jacobs moved to sign a letter of support. Commissioner Mendiola seconded and the motion passed unanimously. See instrument # [2024-0930](#)

GRANT APPLICATION RESOLUTION - ASSESSOR'S OFFICE

Assessor Dave Ingram met with the Court and presented a grant resolution for the Court's consideration. Commissioner Jacobs moved to approve Grant Application Resolution for the Department of Revenue's County Assessment Function Funding Assessment (CAFFA) Program. Commissioner Mendiola seconded and the motion passed unanimously. By approving the resolution, the County agrees to appropriate budgeted dollars based on 100 percent of the expenditures certified in the grant application amount of \$1,421,098. See instrument # [2024-0931](#)

CROSSING PERMIT

Commissioner Jacobs moved to approve Crossing Permit #41-24 to Froerer Farms for work on Columbia Avenue #860. Commissioner Mendiola seconded and the motion passed unanimously. The original permit will be kept on file at the Road Department.

COURT MINUTES

Commissioner Mendiola moved to approve Court Minutes of March 20, 2024 as written. Commissioner Jacobs seconded and the motion passed unanimously.

ACCEPTANCE OF RESIGNATION- PLANNING DEPARTMENT

Commissioner Jacobs moved to accept the resignation of Planning Director Tatiana Burgess, effective April 30, 2024. Commissioner Mendiola seconded and the motion passed unanimously.

By consensus, the Court authorized Ms. DuBois to make a conditional offer of employment for the Planning Director position to the interview committee's number two candidate.

By consensus, the Court authorized Commissioner Jacobs to work with Ms. Burgess on a transition plan for the the Planning Department.

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.



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Airport Committee Meeting Minutes

March 4, 2024

The committee meeting was called to order by Chairman Dan Beaubien at 6:02 pm.

Dan Beaubien began with opening comments. introducing James Johnson and Jordan Groat who are student pilots attending tonight as note takers using the template provided. James was unable to attend tonight.

Dan also went over some procedures for making a motion, seconding the motion and microphone use as well as discussing the recordings that are taken at each meeting.

Committee members present were Bill Hager, Shawn Coleman, Rick Todd, Dan Beaubien, Michael Franks, John Freeburg.

Those absent were Gary Taylor.

Ex Officio members: John Kirby-Airport committee liaison and Dan Cummings-City Manager.

Airport Manager: Andy Wood.

Public attendees: None

Public comment: None

Approval of the agenda: Rick Todd moved and Shawn Coleman seconded to adopt the agenda as amended. Roll call vote: John-yes, Shawn- yes, Rick-yes, Mike-yes, Bill-yes and Gary-out and Dan-yes. Motion carried 6/0/1.

Approval of the minutes: John Freeburg moved and Rick Todd seconded to adopt the airport committee minutes from 2/5/2024 as presented. Roll call vote: John-yes, Shawn-yes, Rick-yes, Mike-yes, Bill-yes and Gary-out and Dan-yes. Motion carried 6/0/1.

Old Business: Andy presented an update of the Short Take Off and Landing (STOL) competition in September. This Wednesday the 6th at 10:30 am, representatives from the national STOL competition will be at the airport to survey the area for the upcoming event.

Andy also discussed the maintenance on the sides of the runway, filling the sides of the runway with gravel. This is to comply with the federal aviation administration (FAA) requirement for the pavement management plan (PMP) conducted at Ontario Airport. We may need to shut down the



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runway for a few hours in order to better repair the runway.

Andy then discussed equipment pricing, talking with the Verkada company about getting cameras and equipment to better survey the runway and who uses it and getting a roller for the grass strip. He stated that \$50,000 for fencing on the east side would be coming from Connect Oregon as a match grant for the FAA funding. Airport lighting improvements would be \$2,000. Andy will be taking all of this to the city council for that approval.

New Business: Rotary aircraft hot fueling policy: The current best practices document from the FAA is only a recommendation. They recommend that airports do not hot fuel. If you do then only use Jet A. Ontario's airport manual outright denies hot fueling. Helicopter pilots have asked the city to review this rule. Perhaps adding a rule, stating that fixed wing aircraft not hot fuel but allow rotary aircraft to hot fuel if they follow certain safety guidelines. Current standing rule is they can refuel on their own with their tank but not at the Fixed Base Operator (FBO)s tank. Between now and the next meeting, draft up a form to allow pilots to fill out for hot fueling.

Andy stated that the city has asked this committee to review the airport manual. He spoke with Bend and John Day to see their Manuals and compare theirs and ours to make adjustments and improvements. Andy will get paper copies to each committee member before the next meeting.

Andy brought forth the private hangar lease agreement. The last revision was in 2022 according to Dan Cummings. Andy said that lots of current ones have different terms and suggests trying to find a better middle ground between them all. Insurance differences are a big point that should be uniform across the board. Hanger inspections also need to be reviewed. Andy would like to add verbage about using electronic communications like email to notify people about events going on rather than simply using phone numbers.

Reports: Toby Epler from JUB engineering firm shared information about the expansion of Jet parking to the East. All plans have been drawn up and they are about to put it out for bid to get the funding for the project. Hopefully construction will start by early summer. This should not disrupt normal airport traffic. The Bureau of Land Management (BLM) base plans are also in the works and are almost complete with plans for fueling and parking areas. Hopefully we'll have the plans ready by next month, with breaking ground and construction in late 2025 and then open for use in 2026.

Brian Riddlesbacher from the BLM said that the bids are out for the Single Engine Air Tanker (SEAT) aircraft and that the planes will arrive at the Ontario airport in mid June.

Dan Cummings had Toby share the plans for the new BLM layout. Dan said that the city will be doing the infrastructure for the project. He also said that the new hangars out there will be required to have utilities such as sewer, water and electricity as a recapture for the city. Gas will



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also be brought out to the new BLM site and so will be available to new hangar construction. The master plan includes a new fuel farm that will be accessible from all sides but is not in the current construction plans.

John Kirby and Dan Cummings said that they and the rest of the city council appreciate the airport committee minutes. Dan Beaubien said that it is his goal to have complete agendas and minutes for each meeting in 2024 and to see them published on the city's website.

Committee member comments: None

Adjournment: Bill Hager moved to adjourn and Shawn Coleman seconded. Roll call vote: John-yes, Shawn- yes, Rick-yes, Mike-yes, Bill-yes and Gary-out and Dan-yes. Motion carried 6/0/1.

The meeting was adjourned at 07:42 pm.

Next meeting: Monday April 1st, 2024, at 6 pm at Ontario City Hall.

Dan Beaubien - Chairman

Mike Franks - Secretary



City of Ontario

Diversity Advisory Committee

Minutes

Wednesday, December 20, 2023

Ontario City Hall Council Chambers 5:30 pm

The City of Ontario Diversity Advisory Committee is established to advise the Mayor, City Council, and City Manager on a range of issues as they relate to promoting diversity and equity issues in the community.

1. Call to Order: The meeting was called to order by Vice Chair Billy Carter at 5:35 pm.

Vice Chair Billy Carter X, Janet Komoto X, Benjamin Merrill X, Mario Grimaldo X, Adrianna Contreras X.

City Council Liaison: Eddie Melendrez X

City Manager: Dan Cummings X

HR Director/Asst. to City Manager: Corinna Hysell X

Guest: Lynn Johnson of Ontario

2. Motion to Adopt the Agenda: Carter moved to adopt the agenda as presented, Grimaldo seconded it. Roll call vote was taken and motion passed with all 5 committee members voting "yes".

3. Approval of minutes of November 15, 2023: Carter moved to approve, Merrill seconded it. Roll call vote was taken and motion passed with all 5 committee members voting "yes".

4. Old Business:

a. Facebook page discussion. Komoto and Hysell tried as best they could to add a city employee as administrator of the DAC Facebook page and was unable to. We concluded that our best option was to have Cummings create a NEW DAC page, and eventually delete the old page after giving notice on the old page that we would be discontinuing that page and directing any followers to the NEW DAC page.

Contreras volunteered to help develop guidelines for our posts on the new DAC page.

5. New Business:

a. Election of officers. Merrill was elected as the new Chair, Grimaldo as Vice Chair and Contreras as Secretary, all to serve one year terms. A roll call vote was taken and all officers were unanimously approved by all 5 committee members.

b. Eddie Melendrez distributed an Equity Lens proposal adopted by the League of Oregon Cities in December of 2020. What ideas can we use here in Ontario? Do they have resources that would be helpful for our efforts?

While it is a worthwhile document, our committee is not equipped or authorized to adopt any specific ideas or recommendations at this time.

c. Ben Merrill suggested that maybe the DAC could recognize individuals who are advancing diversity, equity and inclusion in the community. Do we want to do this?

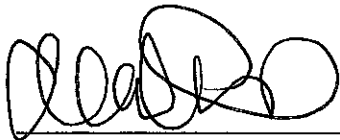
The committee thought that this was a good idea, that we should be selective in awarding a business or individual for this recognition. The DAC still needs to develop some criteria and discuss how we evaluate these DEI efforts.

Merrill wants to invite the multi-cultural outreach coordinator at TVCC (Daniel Liera) with some students to a future meeting.

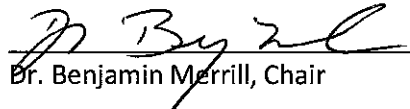
d. Next meeting date: January 17, 2024.

Note: This was Janet Komoto's last meeting as she is retiring from the DAC as of 12/31/2023.

6. Adjournment: The meeting was adjourned at 6:42 pm and a roll call vote confirmed affirmation by all 5 committee members.



Adrianna Contreras, Secretary



Dr. Benjamin Merrill, Chair



City of Ontario
Diversity Advisory Committee
Minutes
Wednesday, February 21, 2024

Ontario City Hall Council Chambers 5:30 pm

The City of Ontario Diversity Advisory Committee is established to advise the Mayor, City Council, and City Manager on a range of issues as they relate to promoting diversity and equity issues in the community.

1. Call to Order: The meeting was called to order by Chair Benjamin Merrill at 5:36 pm.

Chair Benjamin Merrill X, Vice Chair Mario Grimaldo X, Adrianna Contreras X, Billy Carter X

City Council Liaison: Eddie Melendrez X

City Manager: Dan Cummings X

HR Director/Asst. to City Manager: Corinna Hysell X

2. Motion to Adopt the Agenda: Carter moved to adopt the agenda as presented, Grimaldo seconded it. Roll call vote was taken and motion passed with all 4 committee members voting "yes".

3. Approval of minutes of Dec. 20, 2023: Carter moved to approve, Grimaldo seconded it. Roll call vote was taken and motion passed with all 4 committee members voting "yes".

4. Old Business:

a. Facebook page discussion. Chair and Vice will take over the new Facebook page, all committee members will have access to it.

b. April is celebrate diversity month. Merrill discussed presenting awards in April. Merrill also passed out potential criteria for selecting a youth and adult for April Diversity Champion for Ontario. Grimaldo motioned and Carter second it. Roll call vote was taken and motioned passed will all 4 committee members voting yes. Nominations will be voted on in March meeting. Each committee member will have a nomination.

5. New Business:

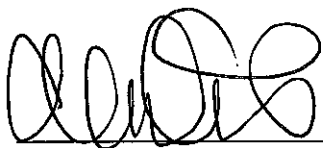
a. Benjamin Merrill sent a link to a 24 minute video course produced by the University of Oregon on "Unconscious bias" on 1/5/2024. Perhaps we should all watch it and discuss it at future meeting, hand out was also given out.

b. Consider Jackie Koehler's application to be a member of DAC. Carter recommended Koehler and Contreras second the motion. Roll call vote was taken and motion passed with all 4 committee members voting yes.

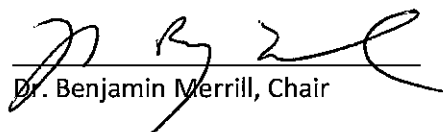
c. Daniel Liera, TVCC Multicultural Outreach and Social Media Coordinator, presented powerpoint.

Next meeting date: March 20th, 2024.

6. Adjournment: The meeting was adjourned at 6:54 pm and a roll call vote confirmed by all 4 committee members.



Adrianna Contreras, Secretary



Dr. Benjamin Merrill, Chair

Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
Printed: 4/5/2024 8:20 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	026100	AmeriTitle	02/01/2024	250,664.50
Total for 2/1/2024:				250,664.50
131386	0143466	Amazon Capital Services	02/05/2024	1,404.11
131387	037600	AT&T	02/05/2024	24.63
131388	UB*12152	VANESSA BARRAZA	02/05/2024	278.10
131389	879326	The Biz Zone	02/05/2024	737.08
131391	637828	Century Link Communications, LLC	02/05/2024	53.16
131392	879653	FileOnQ, Inc	02/05/2024	650.00
131393	879529	FlowMSP, Inc.	02/05/2024	1,400.00
131394	376000	Idaho Power	02/05/2024	3,069.05
131395	440000	L.N. Curtis and Sons	02/05/2024	188.72
131396	566003	Ontario Municipal Airport	02/05/2024	15,000.00
131397	879551	Painter Holdings & Business Ventures, Inc.	02/05/2024	25.75
131398	642080	Petty Cash	02/05/2024	61.19
131399	879226	PortaPros	02/05/2024	614.20
131400	642093	Red's Automotive Repair, Inc.	02/05/2024	2,053.81
131401	644210	Roadrunner Towing, Inc.	02/05/2024	240.00
131402	702008	Staples Business Credit	02/05/2024	36.96
131403	738002	Symbol Arts, LLC	02/05/2024	170.00
131404	879764	T&Z Hardware, Inc.	02/05/2024	119.32
131405	788402	TransUnion Risk & Alternative Data Soluti	02/05/2024	75.00
131406	841600	Warmsprings Irrigation District	02/05/2024	3,270.00
131407	879007	Weidner Fire	02/05/2024	36.50
131408	879635	Western Building Maintenance, Inc.	02/05/2024	4,072.08
131409	878992	Wolfcom Enterprises	02/05/2024	150.00
131410	336725	Core & Main	02/05/2024	12,864.00
131411	879163	McCurry Ontario Motors, LLC	02/05/2024	3,411.00
131412	644110	Riverside, Inc.	02/05/2024	19,180.30
131413	879138	Stantec Consulting Services, Inc.	02/05/2024	792.00
Total for 2/5/2024:				69,976.96
ACH	PRFED	PAYROLL TAXES	02/06/2024	300.45
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	02/06/2024	14.96
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	02/06/2024	87.88
Total for 2/6/2024:				403.29
ACH	878915	Jacobs Engineeering Group, Inc.	02/09/2024	2,597.95
131414	0143466	Amazon Capital Services	02/09/2024	433.69
131415	130624	B & W Car Wash	02/09/2024	9.00
131416	21409	Big Sky Sportswear	02/09/2024	50.00
131417	879637	Bryant Lovlien & Jarvis PC Attorneys at La	02/09/2024	4,055.00
131418	879451	CDR Labor Law, LLC	02/09/2024	904.50
131419	637830	Century Link	02/09/2024	528.36

Check No	Vendor No	Vendor Name	Check Date	Check Amount
131420	879641	Garrett's Dry Cleaning, LLC	02/09/2024	61.03
131421	360015	Home Depot Credit Services	02/09/2024	39.20
131422	879417	LightSpeed Networks, Inc.	02/09/2024	1,213.59
131423	451600	Malheur County Administration Office	02/09/2024	600.00
131424	456402	Malheur County Clerk	02/09/2024	112.00
131425	879163	McCurry Ontario Motors, LLC	02/09/2024	355.65
131426	461607	MicroTechnology Systems, Inc.	02/09/2024	550.50
131427	879301	Net Assets Corporation	02/09/2024	375.00
131428	242083	State of Oregon Department of Transportati	02/09/2024	10.30
131429	T242	State of Oregon Secretary of State	02/09/2024	350.00
131430	528405	Oster Professional Group, CPA's PC	02/09/2024	26,702.83
131431	598220	Owyhee Irrigation District	02/09/2024	4,030.00
131432	642093	Red's Automotive Repair, Inc.	02/09/2024	343.70
131433	879469	SBRK Finance Holdings, Inc.	02/09/2024	1,565.00
131434	689005	Chad Sombke, Ph.D., PC	02/09/2024	500.00
131435	130950	Sparklight Business	02/09/2024	140.72
131436	702008	Staples Business Credit	02/09/2024	11.79
131437	879263	Casey Walker	02/09/2024	108.50
131438	879733	Waste Connections of Oregon, Inc.	02/09/2024	444.10
131439	879151	Waste-Pro	02/09/2024	40.05
131440	879798	Mark C. Bateman	02/09/2024	6,000.00
131441	392000	Crescent Electric Supply Company	02/09/2024	7.48
131442	879832	Jonathan De Leon	02/09/2024	6,000.00
131443	879819	Express Services, Inc.	02/09/2024	1,000.00
131444	879755	Loyal Gibbons	02/09/2024	1,274.54
131445	360015	Home Depot Credit Services	02/09/2024	173.70
131446	879560	Taylor Jewkes	02/09/2024	1,500.00
131447	879781	Sterling G Johnston	02/09/2024	1,500.00
131448	408200	J-U-B Engineers, Inc.	02/09/2024	12,705.15
131449	879833	Scott Kelso	02/09/2024	20,000.00
131450	879801	Logan Maag	02/09/2024	1,500.00
131451	879822	Ryan Dean Maag	02/09/2024	6,000.00
131452	879696	KC Meiwald	02/09/2024	1,500.00
131453	879598	Thomas Gill Moreno	02/09/2024	1,500.00
131454	879561	Gregory W Simmons	02/09/2024	1,500.00
131455	698800	Stan's Heating, Inc.	02/09/2024	7,503.00
Total for 2/9/2024:				115,796.33
131456	0143466	Amazon Capital Services	02/14/2024	67.99
131457	120497	Boys & Girls Club of the Western Treasure	02/14/2024	700.00
131458	626400	Campo & Poole Distributing, LLC	02/14/2024	10,495.51
131459	144000	Cascade Natural Gas Corporation	02/14/2024	2,009.96
131460	879834	Angelica Gomez	02/14/2024	170.00
131461	370401	International Code Council, Inc.	02/14/2024	216.00
131462	392200	Interstate Business Forms	02/14/2024	2,547.40
131463	UB*12162	KIMBERLY KAISER	02/14/2024	77.36
131464	UB*12163	PHILIP MARTENS	02/14/2024	1.80
131465	516494	State of Oregon Department of Transportati	02/14/2024	1,125.26
131466	879256	Steve's Hometown	02/14/2024	647.45
131467	879680	US Bank Equipment Finance	02/14/2024	2,131.79
131468	412500	Keller Associates, Inc.	02/14/2024	6,600.00
131469	879120	Record Steel and Construction, Inc.	02/14/2024	266,115.24
131470	879423	Romans Precision Irrigation	02/14/2024	8,020.00
131471	412500	Keller Associates, Inc.	02/14/2024	2,600.00
Total for 2/14/2024:				303,525.76

Check No	Vendor No	Vendor Name	Check Date	Check Amount
131472	879406	Rywest Homes, Inc.	02/15/2024	10,000.00
Total for 2/15/2024:				10,000.00
ACH	832852	Wells Fargo Business Elite Card	02/22/2024	8,218.65
131473	0143466	Amazon Capital Services	02/22/2024	2,210.80
131474	879745	AT&T Mobility, LLC	02/22/2024	1,242.51
131475	010500	Tori Barnett	02/22/2024	137.50
131476	UB*12166	GENE BOCK	02/22/2024	101.39
131477	UB*12167	JOSEPH GRENIER	02/22/2024	170.00
131478	HYSELLCO	Corinna Hysell	02/22/2024	137.50
131479	376000	Idaho Power	02/22/2024	3,740.71
131480	440000	L.N. Curtis and Sons	02/22/2024	126.00
131481	441140	Looks Nu, Inc.	02/22/2024	238.00
131482	UB*12164	FANI LOPEZ HERNANDEZ	02/22/2024	22.22
131483	461607	MicroTechnology Systems, Inc.	02/22/2024	9,124.99
131484	879835	State of Oregon Department of Justice	02/22/2024	300.00
131485	240100	State of Oregon Dept of Consumer & Busin	02/22/2024	4,265.50
131486	642093	Red's Automotive Repair, Inc.	02/22/2024	318.23
131487	878977	Snake River Valley Chief's Associaton	02/22/2024	200.00
131488	UB*12165	ALEXANDER THEALL	02/22/2024	170.00
131489	879007	Weidner Fire	02/22/2024	403.60
Total for 2/22/2024:				31,127.60
131490	879072	Border Town Comic Con	02/23/2024	2,500.00
131491	879837	Mario Grimaldo	02/23/2024	13,500.00
131492	879836	Hillary J. Morales	02/23/2024	25,000.00
131493	879838	TSBAB, Inc.	02/23/2024	25,000.00
Total for 2/23/2024:				66,000.00
ACH	878915	Jacobs Engineeering Group, Inc.	02/27/2024	510,456.88
Total for 2/27/2024:				510,456.88
131494	642125	Steve's Hometown Toyota	02/28/2024	63,989.38
Total for 2/28/2024:				63,989.38
ACH	PRAFLAC	AMERICAN FAMILY LIFE ASSURANCE	02/29/2024	748.59
ACH	PRAMERF	AMERICAN FUNDS GROUP	02/29/2024	300.00
ACH	PRCCIS	E B S TRUST	02/29/2024	76,326.75
ACH	PRCOLONI	COLONIAL LIFE	02/29/2024	764.56
ACH	PRFED	PAYROLL TAXES	02/29/2024	77,555.55
ACH	PRNATW	NATIONWIDE RETIREMENT SOLUTIO	02/29/2024	500.00
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	02/29/2024	106.51
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	02/29/2024	3,307.14
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	02/29/2024	20,541.81
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	02/29/2024	7,394.08
ACH	PRPERS	OREGON PERS	02/29/2024	109,995.58
ACH	878915	Jacobs Engineeering Group, Inc.	02/29/2024	22,321.69
131495	0143466	Amazon Capital Services	02/29/2024	57.67
131496	033300	Argus Observer	02/29/2024	86.16
131497	626400	Campo & Poole Distributing, LLC	02/29/2024	2,330.58

Check No	Vendor No	Vendor Name	Check Date	Check Amount
131498	637830	Century Link	02/29/2024	718.76
131499	879442	Adam Clinton	02/29/2024	147.50
131500	879736	Desert Sage Event Center	02/29/2024	1,474.01
131501	879757	Dirty Girl Construction, LLC	02/29/2024	4,705.88
131502	879653	FileOnQ, Inc	02/29/2024	650.00
131503	&260	Four Rivers Cultural Center	02/29/2024	12,773.15
131504	879828	Galls	02/29/2024	594.17
131505	100069	Jared Gammage	02/29/2024	209.21
131506	UB*12168	MARCELINO GARCIA	02/29/2024	1.46
131507	879532	Todd Harnden	02/29/2024	147.50
131508	376000	Idaho Power	02/29/2024	14.24
131509	422140	Kinney Industries, Inc.	02/29/2024	210.00
131510	879648	Brandon Mitchell	02/29/2024	550.80
131511	879751	Charlotte New	02/29/2024	209.21
131512	539200	Ontario Area Chamber of Commerce	02/29/2024	9,070.99
131513	532000	Ontario Bearing & Hydraulic, Inc.	02/29/2024	83.42
131514	879166	Pitney Bowes Global Financial Services, LI	02/29/2024	882.93
131516	21014	Snake River Economic Development Allian	02/29/2024	15.00
131517	T7125	Snake River Valley EAA Chapter 837	02/29/2024	600.00
131518	738001	Lt. James Swank	02/29/2024	108.50
131519	879720	Total Package Enterprises, LLC	02/29/2024	330.63
131520	288897	Verizon	02/29/2024	1,341.58
131521	183201	CK3, LLC	02/29/2024	4,035.00
131522	22427	Conсор North America, Inc.	02/29/2024	1,426.25
131523	879240	Advanced Control Systems, LLC	02/29/2024	7,183.80
131524	183201	CK3, LLC	02/29/2024	4,515.00
131525	22427	Conсор North America, Inc.	02/29/2024	8,679.75
131526	879839	DataPilot, Inc.	02/29/2024	6,280.00
131527	PRLINC	LINCOLN NATIONAL LIFE INS CO	02/29/2024	400.00
131528	PRSFIRE	UMPQUA BANK	02/29/2024	675.00
Total for 2/29/2024:				390,370.41
ACH	PRFED	PAYROLL TAXES	03/06/2024	770.46
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	03/06/2024	41.02
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	03/06/2024	152.94
ACH	PRPERS	OREGON PERS	03/06/2024	1,499.31
Total for 3/6/2024:				2,463.73
131529	037600	AT&T	03/07/2024	24.63
131530	130624	B & W Car Wash	03/07/2024	9.00
131531	637828	Century Link Communications, LLC	03/07/2024	72.01
131532	COOPJ	Jason Cooper	03/07/2024	124.50
131533	879749	Stephanie Cummings	03/07/2024	96.00
131535	392200	Interstate Business Forms	03/07/2024	525.85
131536	879612	Michael Iwai	03/07/2024	98.50
131537	879191	Kristy Lynn Janti	03/07/2024	132.00
131538	440000	L.N. Curtis and Sons	03/07/2024	2,042.54
131539	879417	LightSpeed Networks, Inc.	03/07/2024	1,213.59
131540	451600	Malheur County Administration Office	03/07/2024	200.00
131541	879841	Malheur Education Services District	03/07/2024	5,000.00
131542	&509	Matsy's Restaurant & Catering	03/07/2024	30.00
131543	879301	Net Assets Corporation	03/07/2024	360.00
131544	879551	Painter Holdings & Business Ventures, Inc.	03/07/2024	19.50
131545	642080	Petty Cash	03/07/2024	16.99
131546	614087	PORAC LDF	03/07/2024	414.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
131547	879226	PortaPros	03/07/2024	611.80
131548	879469	SBRK Finance Holdings, Inc.	03/07/2024	1,605.00
131549	130950	Sparklight Business	03/07/2024	140.72
131550	879764	T&Z Hardware, Inc.	03/07/2024	1.99
131551	879720	Total Package Enterprises, LLC	03/07/2024	56.47
131552	879553	Training & Employment Cosortium	03/07/2024	242.00
131553	788402	TransUnion Risk & Alternative Data Soluti	03/07/2024	75.00
131554	879733	Waste Connections of Oregon, Inc.	03/07/2024	444.10
131555	879635	Western Building Maintenance, Inc.	03/07/2024	4,372.08
131556	033300	Argus Observer	03/07/2024	134.42
131557	879819	Express Services, Inc.	03/07/2024	300.00
131558	408200	J-U-B Engineers, Inc.	03/07/2024	24,570.70
131559	644110	Riverside, Inc.	03/07/2024	15,494.14
131560	879715	Signs and Designs 2 Fit	03/07/2024	160.00
131561	864000	Whitney Equipment Company, Inc.	03/07/2024	4,301.00
Total for 3/7/2024:				62,888.53
131562	113500	Allen Montgomery	03/11/2024	83,964.84
Total for 3/11/2024:				83,964.84
131563	0143466	Amazon Capital Services	03/15/2024	62.21
131564	UB*12175	ROGELIO AYALA	03/15/2024	127.34
131565	120497	Boys & Girls Club of the Western Treasure	03/15/2024	2,500.00
131566	879637	Bryant Lovlien & Jarvis PC Attorneys at La	03/15/2024	9,325.00
131567	626400	Campo & Poole Distributing, LLC	03/15/2024	6,930.61
131568	144000	Cascade Natural Gas Corporation	03/15/2024	1,330.51
131569	879451	CDR Labor Law, LLC	03/15/2024	1,641.50
131570	637830	Century Link	03/15/2024	528.36
131571	879445	Connected Professional Accountants, LLC	03/15/2024	10,119.00
131572	262000	Eastside Florist	03/15/2024	185.00
131573	UB*12171	THERESA ECHANIS	03/15/2024	62.72
131575	376000	Idaho Power	03/15/2024	2,661.68
131576	441140	Looks Nu, Inc.	03/15/2024	133.00
131577	456402	Malheur County Clerk	03/15/2024	204.00
131578	UB*12172	KYRIANA/LAURIE MCCOY/JOHNSON	03/15/2024	117.32
131579	879844	Allen R. Montgomery	03/15/2024	5,000.00
131580	UB*12174	IVAN NUNEZ	03/15/2024	69.34
131581	516494	State of Oregon Department of Transportati	03/15/2024	10,603.36
131582	UB*12173	MARIAN PROTINE	03/15/2024	49.24
131583	UB*12169	BRAYAN QUINTERO	03/15/2024	61.75
131584	879672	R&R Promotions	03/15/2024	4,000.00
131585	879840	Malheur County Republican Central Comm	03/15/2024	60.00
131586	UB*12170	KARLA VALDIVIESO	03/15/2024	148.90
131587	879151	Waste-Pro	03/15/2024	359.05
131588	879798	Mark C. Bateman	03/15/2024	1,500.00
131589	879842	Cody J. Cannon	03/15/2024	6,000.00
131590	270205	Emergency Responder Services, Inc.	03/15/2024	14,500.40
131591	879669	Thomas C Keim	03/15/2024	1,500.00
131592	879843	Lance C. King	03/15/2024	6,000.00
131593	879558	Megan Lowder	03/15/2024	1,500.00
131594	823500	Vale Electric, Inc.	03/15/2024	8,774.03
Total for 3/15/2024:				96,054.32

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	878915	Jacobs Engineeering Group, Inc.	03/18/2024	3,917.02
ACH	878915	Jacobs Engineeering Group, Inc.	03/18/2024	505,931.91
131595	405713	Joe and Monica Williams	03/18/2024	1,413.43
Total for 3/18/2024:				511,262.36
ACH	832852	Wells Fargo Business Elite Card	03/22/2024	9,279.34
131596	033300	Argus Observer	03/22/2024	439.58
131597	879494	Bruneel, LLC	03/22/2024	1,496.10
131598	180798	CIS Trust	03/22/2024	996.50
131599	216000	D & B Supply Company	03/22/2024	280.98
131600	303800	Frank's Extinguisher Service	03/22/2024	840.00
131601	879828	Galls	03/22/2024	1,349.96
131602	879641	Garrett's Dry Cleaning, LLC	03/22/2024	64.86
131603	376000	Idaho Power	03/22/2024	975.45
131604	879191	Kristy Lynn Janti	03/22/2024	56.00
131605	879329	JEM Auto Glass	03/22/2024	225.00
131606	440000	L.N. Curtis and Sons	03/22/2024	215.00
131607	461607	MicroTechnology Systems, Inc.	03/22/2024	9,115.00
131608	500400	Norco, Inc.	03/22/2024	141.66
131609	528405	Oster Professional Group, CPA's PC	03/22/2024	26,702.83
131610	642093	Red's Automotive Repair, Inc.	03/22/2024	679.03
131611	879803	SAR, Inc.	03/22/2024	493.00
131612	879764	T&Z Hardware, Inc.	03/22/2024	34.95
131613	879846	Francisco Talamantes, Jr.	03/22/2024	85.00
131614	879720	Total Package Enterprises, LLC	03/22/2024	39.22
131615	879553	Training & Employment Cosortium	03/22/2024	539.00
131616	879680	US Bank Equipment Finance	03/22/2024	1,497.00
131617	22427	Conсор North America, Inc.	03/22/2024	3,349.73
131618	22427	Conсор North America, Inc.	03/22/2024	10,958.07
131619	270205	Emergency Responder Services, Inc.	03/22/2024	235.00
131620	360015	Home Depot Credit Services	03/22/2024	77.06
131621	412500	Keller Associates, Inc.	03/22/2024	7,406.00
Total for 3/22/2024:				77,571.32
ACH	PRAFLAC	AMERICAN FAMILY LIFE ASSURANCE	03/29/2024	762.78
ACH	PRAMERF	AMERICAN FUNDS GROUP	03/29/2024	300.00
ACH	PRCCIS	E B S TRUST	03/29/2024	76,629.98
ACH	PRCOLONI	COLONIAL LIFE	03/29/2024	764.56
ACH	PRFED	PAYROLL TAXES	03/29/2024	81,043.95
ACH	PRNATW	NATIONWIDE RETIREMENT SOLUTIO	03/29/2024	500.00
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	03/29/2024	58.76
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	03/29/2024	3,458.40
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	03/29/2024	21,727.96
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	03/29/2024	7,499.48
ACH	PRPERS	OREGON PERS	03/29/2024	113,939.75
131623	PRLINC	LINCOLN NATIONAL LIFE INS CO	03/29/2024	400.00
131624	PRSFIRE	UMPQUA BANK	03/29/2024	675.00
131625	0143466	Amazon Capital Services	03/29/2024	72.44
131626	879745	AT&T Mobility, LLC	03/29/2024	1,242.51
131627	879076	Blue Ground Northwest, LLC	03/29/2024	17,002.00
131628	637830	Century Link	03/29/2024	719.66
131629	879811	MaryLue Galligar	03/29/2024	6,000.00
131630	376000	Idaho Power	03/29/2024	2,601.16
131631	879612	Michael Iwai	03/29/2024	135.00
131632	879363	Danielle Llamas	03/29/2024	135.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
131633	879225	Malheur Media, LLC	03/29/2024	60.00
131634	702008	Staples Business Credit	03/29/2024	103.06
131635	879845	Student Loan Fund of Idaho Marketing Ass	03/29/2024	1,593.75
131636	288897	Verizon	03/29/2024	1,341.58
131637	230000	Daily Journal of Commerce	03/29/2024	261.36
131638	601808	Pacific Steel	03/29/2024	2,585.35
131639	879787	Roberson Motors, Inc.	03/29/2024	82,167.10
Total for 3/29/2024:				423,780.59
Report Total (286 checks):				3,070,296.80