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 8, 2025, 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 _____ Michael Braden _____ Ken Hart ____ Adrianna Contreras _____ John Kirby _____
Council President Penny Bakefelt _____ Mayor Deborah Folden _____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on April 4, 2025. 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 City Council Meeting Minutes: March 25, 2025

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) Sister City 50th Anniversary Trip to Osakasayama, Japan: Ken Hart

7) OLD BUSINESS

A) Continue Discussion: Diversity Advisory Committee

8) NEW BUSINESS

A) Request for Appointment: Diversity Advisory Committee - Katherine Collins

B) Resolution #2025-107: Amend Planning Department Permit Fees

C) Resolution #2025-108: Purchase Patrol Rifles

D) Resolution #2025-109: Approve Obtaining a Loan from SDWRLF Contract re Safe Drinking Water Project

9) DEPARTMENT HEAD UPDATES

A) Fire & Rescue: Quarterly Report

10) DISCUSSION ITEMS

11) HAND-OUTS

A) Minutes: County Court 03-19-2025

B) Packet: V&C Meeting 04-03-2025

12) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

13) ADJOURN

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.

CITY COUNCIL MEETING MINUTES
March 25, 2025

The scheduled meeting of the Ontario City Council was called to order by Mayor Deborah Folden at 6:00 p.m. on Tuesday, March 25, 2025, in the Council Chambers of City Hall. Council members present were Deborah Folden, Penny Bakefelt, Susann Mills, Ken Hart, John Kirby, Michael Braden, and Adrianna Contreras.

Staff present were Dan Cummings, Tori Barnett, Corinna Hysell, Clint Benson, Jason Cooper, Kari Ott, Tatiana Burgess, Marshall Pierce, Al Haun, and Andy Wood.

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

AGENDA

This Agenda was posted Friday, March 21, 2025. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

MILLS moved, BAKEFELT seconded, **TO ADOPT THE AGENDA AS PRESENTED.** Roll call vote: Mills-yes; Braden-yes; Kirby-yes; Hart-yes; Contreras-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

CONSENT AGENDA

MILLS moved, BAKEFELT seconded, **TO ADOPT THE CONSENT AGENDA, WHICH CONSISTED OF ADOPTION OF THE COUNCIL MEETING MINUTES OF MARCH 11, 2025, AND A LIQUOR LICENSE APPLICATION: DOLLAR GENERAL STORE #24464.** Roll call vote: Mills-yes; Braden-yes; Kirby-yes; Hart-yes; Contreras-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

PUBLIC COMMENT

Freddy Rodriguez, Ontario, stated: [VERBATIM FROM PROVIDED STATEMENT]*Good evening, Mayor, Council, and City Manager Cummings, I'm here tonight to address the misinformation being spread about Ontario's Diversity Advisory Committee (DAC) and how it supposedly conflicts with President Trump's recent executive order on DEI. This misunderstanding has real consequences, as it's now being used as justification to try and dismantle a committee that has nothing to do with federal DEI hiring mandates. Let's be crystal clear: Ontario's Diversity Advisory Committee is not, and has never been, a DEI hiring program. The DAC was established in 2017 by the City of Ontario—not the federal government—to create a bridge between local leadership and all demographics in our community. It serves one purpose: ensuring that city leaders hear from everyone, not just those with the loudest voices or the most influence. Now, I want to address City Manager Dan Cummings directly, because he has stated that keeping the DAC in place could put Ontario at risk of losing federal funding under Trump's executive order. Mr. Cummings, with all due respect, that claim is completely false. Here's why: Trump's executive order eliminates DEI-based hiring and training within federal agencies and federal contractors—not local advisory committees. The DAC does not handle hiring, workforce policies, or employment quotas. It's an advisory body, not a hiring board. No federal law, regulation, or executive order says cities will lose funding for having a diversity committee focused on local community engagement. In fact, removing the DAC based on this false belief is not only unnecessary—it's reckless. It would silence voices in the community under the pretense of co an executive order that doesn't even apply to local government committees. This committee exists to foster communication between all residents and city leadership. Eliminating it under a misinterpretation of federal policy would be a disservice to the people of Ontario. I urge you—before making a decision that affects the entire community—please get the facts straight. Don't dismantle something that strengthens our city based on fear or misinformation. Thank you.*

Ashlee Garcia, Ontario, stated: *This is my first City Council meeting since I was in middle school, so it's been a while. I am here, my name is Ashlee Garcia, and I am from Ontario, Oregon, and I have a local business on Oregon Street. I have Aubree's Clothing Boutique, and I'm here to represent the downtown today. I know that if I would have invited them, they all would have come today. It's just it's Spring Break and I'm trying to see what we've got to do and steps to get what we're trying to get done. So, we do have those nice benches on downtown Oregon Street, and I remember when they first did that Revitalize, I thought, wow, what a great idea, like this is going to make Ontario, and it's going to be so beautiful, right? You know, it'll be nice to sit out there and sit in the sunshine, but in the last year, I can tell you, I've been there, it's going to be six years in May, and I have noticed within the last year, especially now that he weather is getting more wonderful, those benches, every day, have garbage and homeless people on them. And it's not just, it's not, it's an everyday deal. I do have pictures that I have brought if I need to share those, but, and all these pictures are within the last two to three weeks every day that I come in, and then I'm open from 11-6, and I mean, I have people that just take naps all day on the bench, and I bring my kids everywhere with me. I always have them with me at work, and I'm not trying to poke the bear, or make anybody leave, or upset anybody because then it just kind of comes in retaliation and I don't want them to throw things on my doorstep or just to have it out for me because I'm going to be there for a really long time. And I think, honestly, the alternative, the problem, the way to fix this all is just to completely remove the benches, because I think if they would carry on and keep walking, they wouldn't stay. There's like parties every night because there is so much trash, I have to call the city ordinance often now to come pick up stuff because I can't physically get all that stuff, and I don't even know where to put it. Like, in a dumpster or what, but I do go through like a garbage bag a day just picking up all the junk that they leave there and I'm, if you've ever been into my store, I know a few of you have, we take a lot of pride in our business and it's really pretty and clean and I know that the downtown sometimes gets a bad rep for not always being the cleanest because of, those benches really aren't helping us. And I know that every business owner that has a bench in front of them feels the same exact way that if we were to remove the benches, we would not have the trash, as much trash. I think that they would continue to carry on to wherever they're going and not stay because there's nowhere for them to sit and get comfortable. I hope that's good. This is my, like I said, I'm winging it here. Thank you.*

PRESENTATION

Lifeways Facility Update

Steve Jensen, CEO, Lifeways, and Rory Schilling, Administrator, Secure Residential Treatment Facility near Hermiston, Oregon, presented a PowerPoint overview of Lifeways and the new facilities located in Ontario. (Copy attached to archived minutes).

Councilor Hart asked if Lifeways had any secure residential treatment facilities in their portfolio now?

Mr. Jensen stated they did. They also had an SRTF that was located in Umatilla, opened in 2007.

Councilor Hart asked what his experience had been with that facility.

Mr. Jensen stated it had been a very good facility because they had utilized it over the years to be similar in nature to a crisis stabilization center. When it first opened, there were six beds designated for the acute side of things, and ten beds were designated for those individuals stepping down from the state hospital. In 2019/2020, they started to convert the facility into the long term individuals coming out of the state hospital.

Councilor Kirby stated many people thought that was what hospitals did, but this was what hospitals could not do. They were not licensed, nor did they have liability coverage to take care of mental health. They could observe for a short period of time. Then the city had a precious resource in the police department. When there was a lack of mental health facilities in Eastern Oregon, if a transport was needed to a mental health facility somewhere in Oregon, the department was losing an officer for maybe two days to do that transport.

Mr. Jensen stated that was true. They frequently needed to transport. If someone was on a civil commitment, there were no resources here for that, so they transported them to a hospital in Portland.

Councilor Bakefelt stated when someone went to St. Alphonsus here, or across the river, if they were in crisis, then this facility would be able to take them in, once released from the hospital. She commended him on all his hard work in bringing something like this to this community.

Mr. Jensen stated this was a $15M grant from the Governor's Office. They were excited to work with the Governor's Office with this funding. There were a lot of steps, and he knew the funding currently had passed the DOJ office and was now ready to move to OHA for final signatures. They were very close to the end of this process, and close to the beginning of a new process of where they would be constructing the building.

Councilor Mills asked if there were any concerns or stipulations about building a mental health facility near a school or kindergarten or something similar.

Mr. Jensen stated there were no stipulations; however, they did have similar situations in McNary, where there were schools that were not that far away, and in order to mitigate any concerns or worries from the school district, they set up a process to work with the school district in Umatilla. He deferred to Mr. Schilling to expand on that issue, for what they'd been doing with the school district and law enforcement. He might be able to share what happens if, what they'd done in Umatilla to ensure that it was a secure facility. There were times when they could not control everything, but measures had been put into place to alleviate the issue.

Rory Schilling stated the main thing was there was an agreement with both the schools and law enforcement that they would be notified as soon as they had any type of elopement. The most important thing they did was train their people well. Their people would actually follow folks who eloped. It was not something that happened a lot. It had happened three times over the past eight years. An important thing to note regarding those three was they never did impact the community. They never came into contact with people in the community. They left the area as quickly as they could. It just had to do with them trying to follow them to ensure they kept them safe, more often than the community safe, but both were important. Three or four had occurred in the past seven years.

Councilor Contreras asked that for the patients that came from the state to the Ontario area, what happened to them after? Did they become part of the community, or were they returned to the area they were in originally? If they remain in this community, and they relapsed….

Mr. Schilling stated they did not automatically become part of the community. Most returned to the community where they had been prior to their offense. Those counties continued to be responsible, they still "belonged" to that area. When they were being prepared to "step down", they coordinated that. That did not mean all of them left the community. One or two had stayed. But, they stayed under the auspices and supervision of the mental health provider. They kept tight tabs on them, and they knew more about them more than a lot of others because they had been served where they lived.

OLD BUSINESS

City Camera System Upgrade

Dan Cummings, City Manager, presented.

On October 8, 2024, the City Council approved a not-to-exceed amount of $60,500.00 out of the Enterprise Camera Fund, which had a budget of $150,000.00, and the Airport Camera Fund, which had a budget of $13,651.00, to upgrade the city's existing security camera system. This left a balance of $103,151.00 in the Camera Fund, which was tagged for use for the police body camera system upgrade.

Due to issues encountered during the installation of the project, staff needed to issue three change orders to complete the project.

Change Order #1: For the airport portion, it was discovered that all the existing cameras and equipment were attached to and in private buildings that did not belong to the city. It was not in the best interest of the city to upgrade the system and leave it on private property. To move the camera and equipment to city-owned property there was an additional cost of $3,500.00.

Change Order #2: This change order was needed for the installation of a camera and new antenna at the city/county-owned RV Sanitary Sewer Dumping Station. Staff learned the current Wi-Fi system at Beck Park did not have a direct connection to the RV Dump Station. The additional cost for this installation was $2,500.00; however, the Ontario Lions Club, who managed the RV Dump Station, would reimburse the city from the revenue for the RV Station in the amount of $1,316.40 for the camera and $1,250.00 for one-half of the Wi-Fi upgrade, for a total reimbursement of $2,566.40. The benefit to the city in paying half of the relay allowed for installation of future cameras on the west side of Beck Park for areas such as the ballparks and facilities.

Change Order #3: This was for the installation of an external mic system in the Police Department interview room. The current system had an echo due to the size of the room. The cost was an additional $467.00.

All three change orders, if approved, would have an additional cost of $6,467.00 added to the existing contract with Avidity. The updated contract amount would be $66,108.00. Original contract was $59,641.00. With the reimbursement of $2,566.40, resulting in a net change of $3,900.60, for a new not to exceed amount of $66,108.00. After reimbursement was received, $100,109.40 would be in the Enterprise Camera budget.

KIRBY moved, HART seconded, **THE CITY COUNCIL APPROVE A CHANGE ORDER FOR THE ADDITIONAL FUNDING OF $6,467.00, REIMBURSEMENT OF $2,566.40, LEAVING A NET CHANGE IN FUNDING OF $3,900.60, LEAVING A NOT-TO EXCEED AMOUNT OF $66,108.00.** Roll call vote: Mills-yes; Braden-yes; Kirby-yes; Hart-yes; Contreras-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

NEW BUSINESS

Request for Appointment: Diversity Advisory Committee
Tori Barnett, City Recorder, presented.

Mr. Melendrez (via Zoom) voiced his appreciation for the Council and thanked them for the [possible] appointment to the committee.

Councilor Braden stated on the spreadsheet, Ms. Barnett had slotted Mr. Rocha into the term for expiration of December 2025 and Mr. Melendrez for December, 2027. Did they need to fill that 2025 term first, or could Mr. Rocha pick a term, or the Mayor.

Ms. Barnett stated it was at the discretion of the Mayor and/or Council. She had placed Mr. Rocha in that term because he was currently in high school, and she didn't want to obligate him for a long period of time.

Councilor Braden, speaking to Mr. Rocha, stated the term he had been placed in expired in December, 2025, but there was also a vacancy open through December, 2027, which would be two more years of service. Which of those terms would he be interested in serving?

Mr. Rocha stated he would like to keep the 2025 vacancy. He was graduating next year, and planned to leave for college.

With Council consensus, Mayor Folden appointed Jose Rocha and Eddie Melendrez to positions on the Diversity Advisory Committee. Appointments were effective immediately.

Bid Award: Purchase of New Turnouts for Fire Department Personnel (Curtis Tools for Heros)
Clint Benson, Fire Chief, presented.

Nearly half of the Fire Department's firefighters were operating in expired turnouts, helmets, and boots. Using funds from the Fire Equipment Reserve Fund, staff could ensure that all firefighters were operating in NFPA-compliant PPE for the next ten years.

The National Fire Protection Association Standard 1851 mandated that structural firefighting ensembles (turnout gear, helmets, gloves, footwear, and hoods) be retired no more than ten years from the date of manufacture. Due to the increasing number of expired structural firefighting ensembles, in early 2024, Ontario Fire and Rescue applied for FEMA's Assistance to Firefighters Grant to replace the expired structural firefighting ensembles; however, staff was unsuccessful.

Currently, 43% of the firefighters were using expired turnouts; 60% of firefighters were using expired helmets and footwear; and 27% of non-expired turnouts would expire in 2029.

Additionally, none of the current career firefighters had NFPA-compliant backup sets of turnouts. Backup sets were important, especially for career firefighters, as they allowed a firefighter to decontaminate their gear and finish their shift in clean (backup) turnouts if they worked in a structure fire on that shift. This action would provide NFPA-compliant structural PPE for all firefighters and also provide the career firefighters with backup turnouts from the pool of compliant turnouts currently in use.

Ontario Fire and Rescue staff worked for several months with five different PPE vendors to update the turnout specifications and sampled different brands of PPE. Since only one vendor sold each specific brand of turnout, fine-tuning the specifications ensured that staff would receive as close to "apples to apples" cost estimates as possible. Based on their specifications, staff received four price quotes from regional vendors ranging from $128,020 to $149,062. Due to a current promotion from Globe that included a pair of boots at no cost ($18,450 value) with each order of turnouts, Curtis had the lowest bid at $128,020.19. Additionally, staff looked at the cost of replacing only the expired PPE and providing back-up turnout sets for career firefighters under a Partial Replacement Plan. The cost of the partial replacement plan, using Curtis' price points, was $101,571.31. With the constant rising prices of firefighting gear and much of the current PPE expiring within the next few years, staff would get more for their community's money with a full replacement plan.

The City of Ontario had a Fire Equipment Reserve Fund in place where funds were set aside each year for the replacement of self-contained breathing apparatus (SCBAs) and turnouts. The fund had adequate funding for this proposed project, costing the city $128,020.19, and leaving a balance of $46,432.07 in the fund. Timing was important as much of the department's current PPE was expired and no longer NFPA compliant. Firefighters operating in expired PPE not only put staff at greater risk of injury or death, but also put the city at risk in the event of a line of duty injury or death while operating in non-compliant PPE. The alternative to this request was to use reserve funds for a partial replacement plan, at a cost of $101,571.31.

BAKEFELT moved, CONTRERAS seconded, **THE CITY COUNCIL APPROVE THE BID AWARD TO CURTIS TOOLS FOR HEROES, IN AN AMOUNT NOT TO EXCEED $130,000 FROM THE FIRE EQUIPMENT RESERVE FUND TO PURCHASE NEW TURNOUTS AND RELATED PERSONAL PROTECTIVE EQUIPMENT FOR THE FIRE DEPARTMENT.** Roll call vote: Mills-yes; Braden-yes; Kirby-yes; Hart-yes; Contreras-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

Ordinance #2834-2025: Lightspeed Network Franchise Agreement
Dan Cummings, City Manager, presented.

Lightspeed Networks, Inc., an Oregon corporation dba LS Networks, currently operated a certain telecommunications business within the City of Ontario under the terms of a franchise agreement contained in Ordinance #2731-2017, dated November 9, 2017. The term of the original Agreement expired on November 30, 2022. City staff and the City Attorney have been working on updating all the franchise agreements to meet changes in laws and have finally come to an agreement that met both parties' attorneys' requests.

The grantee desired to continue to provide and operate a telecommunications business within the franchise area by passage of proposed Ordinance #2834-2025. The grantor granted the grantee the right, privilege, and franchise to provide and operate a telecommunications business within the franchise area, subject to the terms and conditions contained in this ordinance. The franchise fee would be 7% of the gross revenue of the franchisee. The ordinance would be adopted under an emergency action and would go into effect immediately upon approval.

HART moved, KIRBY seconded, **THE CITY COUNCIL APPROVE ORDINANCE #2834-2025, AN ORDINANCE OF CITY OF ONTARIO GRANTING LIGHTSPEED NETWORKS, INC., AN OREGON CORPORATION D/B/A LS NETWORKS, THE RIGHT AND PRIVILEGE TO PROVIDE AND OPERATE A TELECOMMUNICATIONS BUSINESS WITHIN THE CITY OF ONTARIO, AND TO PLACE, ERECT, LAY, MAINTAIN, AND OPERATE IN, UPON, OVER, AND UNDER THE PUBLIC STREETS, ALLEYS, AVENUES, THOROUGHFARES, HIGHWAYS, PLACES, AND GROUNDS WITHIN CITY OF ONTARIO, POLES, WIRES, OPTICAL FIBER CABLE, AND OTHER APPLIANCES AND CONDUCTORS FOR TELECOMMUNICATIONS SERVICES, ON FIRST AND SECOND READING BY TITLE ONLY AND DECLARING AN EMERGENCY.** Roll call vote: Mills-yes; Braden-yes; Kirby-yes; Hart-yes; Contreras-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

Resolution #2025-106: Designating City Manager as the CDBG Project Certifying Officer
Tori Barnett, City Recorder, presented.

The proposed resolution was necessary to designate the position of City Manager as the Certifying Officer for CDBG applications. The city had been awarded numerous CDBG projects over the years, and this resolution would allow a faster turnaround for moving forward after projects were adopted by the city. Currently, the resolution on record had a specific name listed, as opposed to a specific position. Following correspondence with both the local and regional project manager leads for Business Oregon, staff was told they could do a blanket authorization for CDBG projects, as long as that person was identified by name or position. Staff opted to list it by position.

HART moved, BAKEFELT seconded, **THE CITY COUNCIL ADOPT RESOLUTION #2025-106, A RESOLUTION DESIGNATING THE CITY MANAGER AS THE COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT CERTIFYING OFFICER, AND AUTHORIZE THE POSITION TO SIGN ALL PAPERWORK ASSOCIATED WITH CDBG APPLICATIONS AND PROJECTS.** Roll call vote: Mills-yes; Braden-yes; Kirby-yes; Hart-yes; Contreras-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

Resolution #2025-110: Approve Loan from the State of Oregon, through OBDD, re Water Projects
Marshall Pierce, City Engineer (Jacobs), presented.

The proposed resolution was necessary in order to enter into a loan agreement through the Water/Wastewater Loan Fund with the IFA. This loan would fund the city's new water storage tank and booster pump station, replacing the aging Eastside tanks and booster station.

The Oregon Health Authority (OHA) approved Water Master Plan identified priority water infrastructure upgrades. One of those - a new, larger, storage tank and booster pump station - was selected to move forward. Last year, the City of Ontario was approved to proceed with entering into a loan agreement with OBDD through the SDWRLF and the Water/Wastewater Fund Program, to assist with funding this project.

This was a $1,670,000.00 loan, with a term of 30 years, at an interest rate of no more than 3.47%, to supplement Resolution #2025-109, the SDWRLF loan agreement request. If the resolution was not adopted, no loan agreement would be entered, so no priority water improvement projects would be completed.

Councilor Braden stated in the resolution, the third Whereas stated the recipient was required, as a prerequisite to receive financial assistance from OBDD, to enter into a certain water fund/water project financing contract, project Y25003, substantially in form attached hereto as Exhibit A, the contract. He reviewed the attachments and did not find an Exhibit A. The last page of the resolution has a blank Exhibit A. Was that missing from the document? If so, did they wish to table this action?

Mr. Cummings stated that was correct, it was not attached. If the Council wanted to table this action until they had the opportunity to review the contract, that was their decision.

Councilor Braden asked if that would cause any time issues.

Mr. Pierce stated they were approaching the deadline.

Mr. Cummings stated the City Attorney had reviewed the contract, and when the resolution was adopted, he would issue the letter required, and would present that back to the Council. He would present the letter stating the contract and the loan, at the attorney's request, the Council needed to approve the resolution first. He was not 100% sure of that, but he did know the attorney needed the resolution approved prior the letter. The issuer required a letter from the City Attorney stating the city could meet all the obligations. This action was approving the loan, not necessarily the contract.

Councilor Braden stated typically it was not prudent for the Council to approve a contract without seeing it, but as the City Manager stated, the Council was approving the loan terms and going through the steps of a stringent process. He would almost term this a state of emergency, to get this approved, based on the information provided by Mr. Cummings and Mr. Pierce.

MILLS moved, KIRBY seconded, **THE CITY COUNCIL ADOPT RESOLUTION #2025-110, A RESOLUTION AUTHORIZING AND APPROVING THE CITY OF ONTARIO TO OBTAIN A LOAN FROM THE WATER/WASTEWATER LOAN FUND, BY ENTERING INTO A CERTAIN FINANCING CONTRACT WITH THE INFRASTRUCTURE FINANCE AUTHORITY (IFA) OF THE OREGON BUSINESS DEVELOPMENT DEPARTMENT.** Roll call vote: Mills-yes; Braden-yes; Kirby-yes; Hart-yes; Contreras-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

PUBLIC HEARING

Ordinance #2837-2025: Amending Title 10 Substantive Zoning Regulations to Create 10A-57-101 (Short Term Rentals)

It being the date advertised for public hearing on the matter of Ordinance #2831-2024, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, and no declarations of conflict of interest.

Ex-Parte Contact: Councilor Bakefelt stated on March 24, 2025, at the request of Mrs. Kate Draper, a letter was sent through email and was shared with the Council. She had read the letter that would be read into the record that night by the Planning Director.

Ex-Parte Contact: Councilor Hart stated on March 24, 2025, at the request of Mrs. Kate Draper, a letter was sent through email and was shared with the Council. He had read the letter that would be read into the record that night by the Planning Director.

Ex-Parte Contact: Councilor Kirby stated on March 24, 2025, at the request of Mrs. Kate Draper, a letter was sent through email and was shared with the Council. He had read the letter that would be read into the record that night by the Planning Director.

Tatiana Burgess, Planning Director, presented.

Per Ontario Municipal Code 10B-15-05, amendments to Title 10A could be initiated by the Council by motion, or by individuals by application. Amendment actions would first be referred to the Planning Commission for public hearing and recommendation. As directed by the City Manager, staff had been working on drafting an ordinance to amend Title 10A, to introduce zoning requirements to regulate short-term rentals within the city limits, in all residential zones, and in the C-1, C-2 and C-3 zones.

A Short-Term Rental (STR) was a fully furnished, self-contained apartment or dwelling unit that could be rented for short periods of time – less than 30 consecutive days. Also known as "transient lodging". Currently, the City of Ontario did not have an ordinance regulating STRs.

On March 4, 2025, the Planning Department compiled a detailed inventory of advertised short- term rental listings on two major marketing platforms: AirBnB and VRBO. There were 10 listings identified on AirBnB and 1 listing on VRBO. There were multiple properties available in Nyssa, Vale, and Adrian, as well as in the neighboring Idaho towns. Across the United States, STRs reportedly represented a $64 billion market with over 2.4 million properties operated by 785,000 hosts. In Oregon, there was no uniform land use legislative requirement that regulated STRs.

The proposed draft ordinance would amend Ontario Municipal Code Title 10A, to:

A. Set operation standards and outline the licensing and permitting process of the STRs;
B. Facilitate and regulate lodging options for visitors without a detriment to the available housing supply within city limits;
C. Maintain a good-neighbor policy by encouraging business opportunities, while preserving the rights of the property owners living in residential neighborhoods; and
D. Offer an expansive ability to allow the operation of STRs beyond the residentially zoned properties and included the commercially zoned properties within the city limits.

The proposed draft ordinance would amend Ontario Municipal Code Title 10A by introducing new definitions to Chapter 10A-03, as well as creating a new chapter – Chapter 10A-57-101.

All sections of the proposed Chapter 10A-57-101 were consistent with other adopted chapters of the Ontario Municipal Code, and defined its purpose, set standards and requirements, and outlined the application and permitting process. The introduction of the application and permitting process of STRs was critical to ensuring the safe operation and occupation of the STRs and offered a path to apply and enforce current State of Oregon Building Codes.

The proposed ordinance was drafted with careful consideration by reviewing existing ordinances within neighboring jurisdictions, both within the State of Oregon and the State of Idaho. Among those jurisdictions reviewed were Baker City, Sumpter, Burns, La Grande,

Enterprise, Joseph, Bend, Baker County, Wallowa County, Union County, Umatilla County, Harney County, Tillamook County in Oregon, and Boise, Fruitland, Caldwell, McCall, in Idaho.

The Planning Commission held four work sessions to discuss and shape the drafting of the short-term rental ordinance. At the September 9, 2024, Planning Commission meeting, no action was taken due to no public being present. At the subsequent meetings, on November 18, 2024, January 13, 2025, and February 10, 2025, operators of current short-term rentals were present and gave testimony. Each of the work sessions was properly noticed through the local newspaper, as well as published on the Planning Commission's website. All input received during the work sessions, from both the Planning Commission as well as the public, was acknowledged by staff and compiled into the proposed draft ordinance.

A formal action was taken by the Planning Commission during the public hearing held on March 10, 2025. The Department of Land Conservation and Development (DLCD) had to be notified of pending actions at least 35 days before the final hearing date, unless a shorter time was authorized by Oregon Administrative Regulations. A notice of the upcoming public hearing was published on DLCD's website on January 16, 2025, 53 days ahead of the scheduled hearing, and it was published in the Argus Observer on February 26, 2025. A notice regarding the March 25, 2025, City Council public hearing was made on record, during the March 11, 2025, City Council public meeting.

Statewide Planning Goal 10 – HOUSING – specified the state's housing needs for its citizens. Through the adoption of its Comprehensive Plan, Ontario prioritized policies that provided sufficient land to accommodate the housing needs of its residents. In addition to inventories of buildable lands, a community was required to track its current and projected housing units, as well as current and projected population growth.

Ontario adopted its most recent Housing Needs Analysis through Ordinance #2790- 2021, recorded on May 25, 2021. Based on those findings, it was projected that Ontario's population would increase by 45 people by the year 2040 and an additional 21 new dwelling units would be needed to accommodate that growth between 2020 and 2040.

Per data submitted to Portland State University for the Annual Housing Units and Population Survey, the following data was compiled:

Period ending 06/30/2024:				
Housing Units Added (new construction)	Single-family	Multi-Family (2+)	Multi-Family (5+)	Total Units
	14	6		20
Housing Units Lost	2			2
Net	12	6		**18**
Period ending 06/30/2023:				
Housing Units Added (new construction)	Single-family	Multi-Family (2+)	Multi-Family (5+)	Total Units
	18	28	42	88
Housing Units Lost	4			4
Net	14	28	42	**84**
Period ending 06/30/2022:				
Housing Units Added (new construction)	Single-family	Multi-Family (2+)	Multi-Family (5+)	Total Units
	12	2	0	14
Housing Units Lost	3	0	0	3
Net	9	2	0	**11**

Table 1: Total Net Housing Units in 2022-2024

The Fair Housing Council of Oregon (FHCO) requested that the Planning Department analyze what potential impact the proposed amendment would have on the city's available housing inventory. Upon delivering a detailed staff report to FHCO, which contained the data presented above, the Planning Department was offered a letter of support commending the city and supporting the adoption of the proposed amendment. The FHCO letter references the adoption of 1/2/2025, which, in this case, referred to the file number as tracked by DLCD.

In the years that followed the adoption of the Housing Needs Analysis in 2021, Ontario added to its housing inventory a net number of 11 housing units in 2022, 84 housing units in 2023, and 18 housing units in 2024. Based on the cumulative total number of housing units, Ontario increased its total unit inventory by 113 units. That already exceeded the 2021 Housing Needs Analysis' projected number of 21 units required by 92 units, or 538% to goal.

As of March 4, 2025, the following listings were identified on the two main marketing platforms as being active within the city limits:

Marketing Platform: AirBnB						
Unit	Address	Bedrooms	Date of Oldest Review	Host	Age of Host's Account on Platform	Host's Listings in Ontario
#1	615 SE 6th St	2 bedrooms	11/2021	Jill	3 years	2 listings
#2	742 NW 1st St	1 bedroom	08/2024	Shannon	7 months	1 listing
#3	384 NW 7th Ave	2 bedrooms	04/2023	Chrissy	2 years	1 listing
#4	211 NW 4th St	4 bedrooms	06/2021	Heather	4 years	2 listings
#5	150 NW 5th St	3 bedrooms	04/2020	Evolve	8 years	1 listing
#6	934 SW 1st St	2 bedrooms	12/2022	Jill	3 years	2 listings
#7	1022 NW 5th Ave	2 bedrooms	09/2018	Joselyn	8 years	2 listings
#8	1048 NW 6th Ave	2 bedrooms	09/2017	Joselyn	8 years	2 listings
#9	1455 Crest Way	2 bedrooms	12/2022	Heather	4 years	2 listings
#10	1482 NW 7th Ave	3 bedrooms	09/2016	Warren	9 years	1 listing
Marketing Platform: VRBO						
#1	547 Fortner St	2 bedrooms	08/2021	Bryan	Not available	N/A

Table 2: Total current short-term listings in Ontario, as advertised on AirBnB and VRBO

Based on each listing's date of oldest review and comparing those dates with each host's account age on the marking platform, it was assumed that the oldest review date coincided with the date each unit was originally listed on the marketing platform. As such, there had been 11 total listings added over the course of 9 years. Based on those statistics and trends, it was forecasted that by the year 2040, there would be at least 32.35 total short-term rentals, with a potential maximum of 38.14:

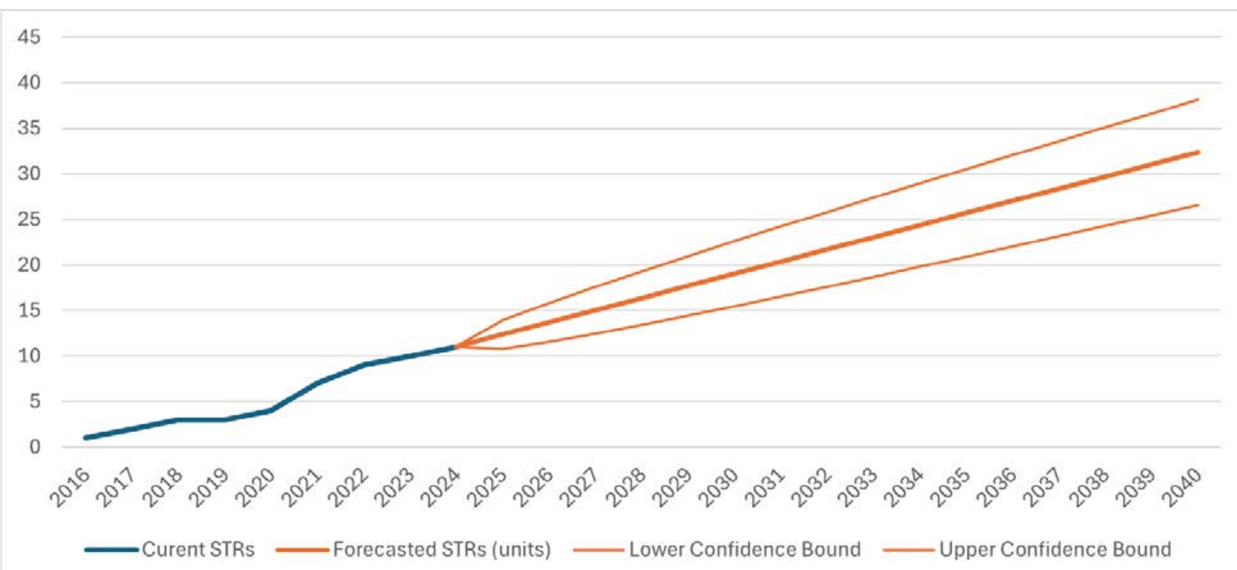

Figure 1: Current short-term rental units (STRs) in Ontario and forecasted units through 2040

Even if all the short-term rentals were permitted, based on the upper confidence forecast of 38.14 units, and the current housing production, Ontario would still be on target of having a total of 21 new units available for its residents, as projected by the Housing Needs Analysis.

Ontario's proposed Ordinance #2837-2025 to amend Ontario Municipal Code Title 10A to adopt requirements and standards to regulate short-term rentals within the city, was expected to have a positive impact on Ontario.

The current operators within the city limits did not have multiple listings on the same parcel and there were a maximum of two listings per host. The proposed ordinance had density limitations stipulated on how many short-term rentals could be operated per parcel (maximum of two), as well as how many short-term rentals could be operated per owner (maximum of six). Additionally, proposed Ordinance #2837-2025 would allow the operation of short-term rentals in all residential zones in Ontario, as well as in the Neighborhood Commercial (C-1), General Commercial (C-2), and Central Commercial (C-3) zones. Since residential uses were currently allowed in the cited commercial zones, staff also proposed allowing the operation of short-term rentals within those zones, to encourage the use of currently vacant and unoccupied spaces through remodels and conversion of previously existing commercial spaces to residential spaces.

The limitations proposed in Ordinance #2837-2025 were set to protect the total housing units available to Ontario's residents, without invoking a housing shortage. Additionally, the adoption of proposed Ordinance #2837-2025 would expand on the buildable lands designated for housing.

Allowing the proposed expansive use of properties for the operation of short-term rentals would encourage property owners to supplement their income and invite tourism into Ontario. The renting of the STRs would translate into a direct and positive financial impact on the city, as each licensed STR would be subject to the city-wide Transient Room Tax, defined in Ontario Municipal Code 3-11. Increased tourism activity would also benefit other businesses throughout the city.

The adoption of Ordinance #2837-2025 would provide a path to licensing current short-term rental operators. Once licensed, said operator would be required to pay the city's TOT. Currently, only one operator had been paying the city TOT, per the Finance Department.

As there was currently no statewide land use code to regulate short-term rentals, it was important for the city to adopt one. It was advised to adopt the proposed ordinance now, before the number of short-term rental operators within the city limits increased.

She received two letters for this action, which will be read into the record. From Mrs. Kate Draper, received Monday, March 24, 2025:

City Council of Ontario, My name is Kate Draper. I have lived in the Ontario area for the past 25 years. I am currently the managing partner in an LLC for an Airbnb which is located in the urban growth area outside of the city of Ontario. I am writing to you to express my concern for the short-term rental (STR) ordinance which you are considering. I realize the ordinance would affect short-term rentals within the city limits. However, there are multiple short-term rental properties located outside the city of Ontario, and I am concerned that the property I manage may eventually be affected by this ordinance or similar regulations. I want to bring to your attention that short-term rentals in our area are a positive economic force. As a border town, Ontario draws many short term travelers to enjoy this beautiful area. These travelers eat at our local restaurants, shop at our businesses, and attend events all over the valley. As a manager of an Airbnb, I benefit financially from these short term visitors because they pay to stay at the property. We then pay people to clean and maintain that property which creates incomes for additional people living in our community. I have multiple concerns regarding the city's desire to regulate short-term rentals. I understand that there are fewer than 10 STR's in Ontario. Some have been in operation for eight years. During that time, the city has received ONE complaint. So I have to wonder, does the city really need another ordinance? What is this really about? Ms. Burgess and Mr. Cummings claim that it is about the city collecting their Transient Occupancy Tax (TOT) and creating safety standards. The City could simply send out letters to the less than 10 STR's and inform them that they must legally collect that tax. That doesn't take a five page document. Actually, it's interesting that of those five pages, only one sentence is dedicated to the TOT tax. So what is the rest of the document? The rest of the *document is a great example of too much government in the lives of private citizens. Do you want someone telling you how many people can be at your home during the night? Or how many can come over for a family barbeque in the afternoon? You don't control your neighbor's guests. And you wouldn't want them controlling yours. There are already city ordinances for noise control, pets, quiet hours, parking, and just about everything else. This proposed STR ordinance even conveniently lists the existing ordinances for parking and noise already on the books for your easy reference. This ordinance is redundant and intrusive. As another example, to get a permit, an applicant will have to show proof of garbage service and a copy of the house rules. What's next, the list of items in the pantry? The short term rental hosts, like me, are very careful to make sure their property is well maintained, safe, accessible, and we try very hard to keep the neighbors happy. Why? Because reviews are everything! People do not book properties with poor ratings. The rental platforms (like Airbnb, VRBO, Vacasa) already require the owners to disclose if their property provides safety features such as fire extinguishers, and smoke and carbon monoxide alarms. The permitting/ licensing requirements in the proposed STR amount to another excuse for the municipality to charge repeated fees for permits and licensing which is redundant and excessive. One of the purposes of the ordinance, as stated under 10A-57-102 says there is a "goal of minimizing impacts to the residential housing stock and existing neighborhoods." Ms. Burgess claims that the short term rentals are competing with available housing in Ontario. That just doesn't make sense. By definition, short term rentals accommodate people who are here for less than 30 days. We are competing with other short term rental facilities like hotels or motels, but not the existing available housing. Also, Ontario is experience an annual growth rate of only .35 percent. For comparison, Fruitland, a bordering city, is growing at 3.6 percent annually. I hope you will carefully consider the interests of the property owners and managers in making your decisions regarding a short-term rental ordinance for the city of Ontario. If Ontario is actually "the gateway to adventure" as the ontariooregon.org website advertises, then let's welcome visitors to our community and not dissuade them from enjoying all that we have to offer. Thank you, Kate Draper*

The second letter was received Tuesday, March 24, 2025, from Mr. Nathan Clark:

Subject line read "Five Star Ontario Lodging with SRTs" Dear Tatiana, Thank you again for our recent conversation about Ontario's lodging and current challenges. I appreciate you sharing your insight that our city's small pool of Airbnb listings has consistently earned stellar ratings and positive guest reviews. Your recognition of this fact is critical in understanding how we might turn around Ontario's broader lodging reputation. As we discussed, many of the traditional hotels and motels in Ontario are seen as outdated or poorly maintained. Travelers exiting I-84 often decide against staying here and opt for a short drive to the next town for nicer accommodations, this certainly results in lost business for our local restaurants, shops, and other small businesses. However, Ontario's handful of high-quality Airbnbs offers a real potential alternative: A Strong Lodging Option: Thanks to your own experience and observations, we know these Airbnbs are clean, welcoming, and reliably well-reviewed. That alone positions Ontario to attract travelers seeking comfortable accommodations—if we capitalize on it. Community Partnership Potential: With support from the city, Airbnb hosts can feature local businesses—offering coupons or exclusive deals. This can encourage guests to explore Ontario rather than just pass through, stimulating our local economy. Unified Promotion Strategy: By partnering with hosts, Ontario could highlight our "top-rated Airbnbs" on billboards near I-84, in rest stop brochures, or other marketing channels. We can turn the stereotype of subpar lodging into a new message: "Ontario has outstanding places to stay." I hope we might continue this discussion and present these ideas to the City Council. I would greatly appreciate your advocacy in spotlighting the positive feedback our Airbnbs receive is essential to building a cohesive plan that benefits both property owners and the city's broader economic interests. In this regard, the city acts not only as a governing body for these business owners, but as a partner in local growth. Thank you for your time, and for sharing these thoughts with the council on my behalf if you are so inclined. Please let me know if you have any questions or ideas about potential next steps. Best regards, Nathan Clark

Those were the only two letters received after the publishing of the agenda, and were transcribed into the record verbatim from submitted correspondence.

Councilor Kirby stated at the present time in zoning for residential areas, were Airbnb or VRBO sites an allowed use?

Ms. Burgess stated no, it was not. The only thing allowed in the residential zone that had any type of business aspect was a Home Occupancy, which was typically something defined as a small business that had one employee, which was the owner, they could only utilize a small square footage of the home, it had to be conducted exclusively in the home without any signage, and it could have one customer, and could not have an traffic. Also, a daycare facility was allowed in a residential zone.

Councilor Kirby stated what the proposed document would do would allow the Airbnb or VRBO sites to operate in that zone. If not, they might have to be issued a cease and desist order, and eliminate the business.

Ms. Burgess stated that was correct. It had been discussed in prior Planning Commission meetings if the city had an ordinance to collect Transient Occupancy Tax, and there was. But, aside from collecting the TOT, the city didn't have a legal avenue for allowing the owners to operate within residential zones.

Mayor Folden opened up the hearing for Public testimony, and asked if there were any Proponents who wished to speak in favor of this action.

<u>Shannon Aguiar, Ontario, stated:</u> *Thank you, Mayor Folden and City Council. Usually I'm fairly prepared and have something written down, but tonight I'm just going to try and wing it. I am in favor of the ordinance. I do, actually, operate an Airbnb. We just finished construction last summer and we toyed with the idea of short term, as in traveling nurses versus Airbnb, and we found that the Airbnb platform was more protective than just having some kind of lease with the traveling nurses. So, I think that with Airbnbs specifically, I know there's several other platforms, but with the Airbnb specifically we have a lot of control over who comes in to our unit and who doesn't, whether they come back or they don't. Were the Airbnb actually required that we be able to, the people be able to contact us if they have a problem or any of that kind of thing. So far, we've had really, a really good experience with it. I have seen some Airbnbs that were in Ontario before we started that were not, didn't seem very desirable. I actually drove by them, and so I don't have a problem with the ordinance. I actually did make statements about some of the changes that I would have liked to have seen in the very beginning when she first brought out the draft. Tatiana, I think, has done a really good job making those changes and listening to the input. But, mostly, I think the ordinance is just basically asking us to follow the State of Oregon rules as far as safety and construction and that kind of thing, and I don't have a problem with either of those things. The city, in the ordinance as well, needs to have at least two units per property, so in case that we do have a duplex or something like that, ours is a unit that's on the back of, it does not attach to our house, except for coming through a garage, but in the case that we decide to be snowbirds, then we would have two pieces of property we'd be able to Airbnb. So, yes, I am in favor of it. I don't have a problem with the limitations of people because basically, we limit people anyway. I mean, we don't want to overrun our units anyhow. So, and I do appreciate that neighbors would, are being covered in that because, I mean, if I had an Airbnb come in next door to my Airbnb and they were not managing those people well, I would have a problem with that. So, I don't have, (unintelligible), and this ordinance the way that it's written.*

Mayor Folden asked if there were any Opponents to speak against this action.

<u>Derick Draper, stated:</u> Thank you Mayor, and thank you City Council. I wholly understand you have thankless jobs, and I appreciate it. So, you've already heard my wife's statement. She would have loved to be here, however, my oldest daughter just had her second child in Utah about three hours ago, and so that's where she's at, where she needs to be. So she and I have been coming to these planning meetings for months, and we've heard the same things over and over and over. The same two things, the same two arguments. Number one, it's about tax, and number two, it's about what ifs. And so the Argus, in February, wrote it beautifully when they reported, and I'll quote it for just a little bit <u>"City Councilor Susann Mills serves as a Liaison for the Planning Commission. She asked Burgess if there were any laws requiring the city to have short term rental ordinances. Burgess said there is not."</u> Mills said she looked at short term rentals like staying in a hotel. She said city ordinances are in place for problems and there has only been one complaint, one, by a city official, or a government official, I will add, one complaint that she knows of. She said she doesn't have short term rentals, but she's had a lot of other rentals over the years. Quote <u>"I just don't see where this is a benefit to the landowners and the people who live here"</u> end quote. She said, in her opinion, she did not see a need to have an ordinance regulating short term rentals. Cummings said the main reason the city is trying to enact the ordinance is because the business owners should be collecting the local Transient Occupancy Tax. The main

reason. One sentence in a six page ordinance, that's it. And so, number one, we completely agree that we have to pay the tax. City officials enforce the tax, regulate the tax. It's simple. We don't need a complicated, overreaching and totalitarian ordinance to do that. Number two, the what ifs. We heard a number of times, what if these conglomerate corporations come in and they buy up all these homes in Ontario, Oregon, and they turn them all into short term rentals. What if we decide to put people on Mars in 20 years? We need gas stations and schools up there, so let's go build them right now, because of the what ifs. It's almost absurd. The city wants to tell us how to operate, how many people can come, what they can do, they want to know everything. How would you feel, in your own business, if the city came down and said this is what we want you to do, and if you don't, we'll pull your license. The city is trying to usurp their government authority where it clearly isn't needed, and certainly doesn't belong. Thank you.

As there was no further testimony, the public testimony portion was closed, and opened up for further discussion or direction from the Council.

Councilor Braden stated he was going to go a different route than usual, and play the role of a cheerleader. He attended all the meetings because he was on the Planning Commission when this was first presented. Then he attended after he was elected to the Council, so he could stay involved as this process was vetted and brought before the Council. He read multiple staff drafts from Ms. Burgess. She made changes and implementations based on community feedback at each and every one of the work sessions. Two examples that Ms. Aguiar spoke to. First, one short term rental per parcel. The community said that felt restrictive. Ms. Aguiar shared that she might want to rent two STRs off her property. The Planning Commission heard that and advised staff to adjust that to two STRs per parcel. Second, the very first restrictive draft said one operated per owner, so everyone could only own and operate one STR in the community. That was considered restrictive also, to free enterprise. So, it was expanded in the final draft to up to six, and there was a reason it was capped at a specific number. Some success through the process was that the community members who were heard from shared with those in attendance and Ms. Burgess about the strength of community STRs ratings, which was what was read into record from Mr. Clark. What came to light was this was a very small portion of this community, but it was a real straw in the cap that's a testimony to the persons like Ms. Aguiar and the Drapers, and what they were putting forth as a professional service product. They were doing a fantastic job. Also, using the word "shout out" to the Drapers, Mr. Clark, Ms. Aguiar, and a zoom call in from "Jill", who provided this interactive work session environment with the Planning Commission. The Commission was run over the four or five work sessions by Chairman John Breidenbach, and there was a temporary Chair by Vice-Chair of Blu Fortner, and the entire Commission for their time and effort in developing this STR ordinance. The most important thing he wanted to share was that he had been trepidations, very critical, when he read the first draft. He spoke with the Planner, looked at the development of the whole process and the final product, and he wanted to say he was impressed by the professionalism and civility of the City Planner. Mr. Cummings had hired a good one.

Councilor Kirby stated he researched how many Airbnbs and VRBO listing there were, and he was amazed. He attended the last Planning Commission meeting, and Nathan Clark provided a lot of input that night. For him, in this community, there were a lot of input given to the Council about making this city look good. There was an Ordinance Officer that was doing a great job, but many things in the residential areas of this community were not allowed. Currently, Airbnbs were not allowed in Ontario, but we have a bunch of them. If the Council didn't pass the proposed ordinance, they needed to pass another one, otherwise, they all be put out of business. That was not the way they wanted to conduct the businesses in this community. They had invested a great deal of money updating and upgrading their properties. Nobody liked a bunch of bureaucratic nonsense. But first, the Council needed to authorize the businesses to operate. They were doing it illegally right now. He thought this was a good document.

Councilor Hart verified the proposed ordinance had already passed the Planning Commission, who provided a recommendation to the Council.

Mr. Cummings replied yes, they approved it with the recommendation to the Council to approve the ordinance.

Councilor Hart verified it was a unanimous vote, and asked who was currently on the Planning Commission.

Ms. Burgess stated it had been unanimous at the March 10th meeting, but not all members were present. Chair John Breidenbach was absent, so it was chaired by vice-chair Blu Fortner. Members Al Christiani and Max Twombly were also not there. James Grissett, Tyler Whitaker, and William Ecret were the other members there. There were four members present who all voted in favor.

Councilor Mills stated she attended all four meetings regarding the STRs. The first two had not convinced her – first, she didn't like the government getting into businesses, and two, she didn't like taxes; however, in reading about other cities that had STRs, and how they were growing and how there needed to be some type of ordinance to regulate what's going on, she teetered. But, with the changes that the Commission put in place, improving the ordinance, she would now probably vote yes to enact the ordinance. As businesses grew, people were going to do it and maybe not report it. This gave them a little bit of control of what occurred in the city.

MILLS moved, KIRBY seconded, **THAT THE CITY COUNCIL APPROVE THE FINDINGS OF FACTS AND THE RECOMMENDATION OF THE PLANNING COMMISSION TO APPROVE ORDINANCE #2837-2025, AN ORDINANCE TO AMEND TITLE 10A – SUBSTANTIVE ZONING REGULATIONS, TO CREATE CHAPTER 10A-57-101 – SHORT-TERM RENTALS AND ADD DEFINITIONS TO CHAPTER 10A-03 – DEFINITIONS, BASED ON THE INFORMATION, FINDINGS AND CONCLUSIONS SET FORTH IN THIS REPORT.** Roll call vote: Mills-yes; Braden-yes; Kirby-yes; Hart-yes; Contreras-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

FOLDEN moved, HART seconded, **IN ACCORDANCE WITH SECTION 8.2(2) OF THE CITY CHARTER, I MOVE THAT THE CITY COUNCIL APPROVE ORDINANCE #2837-2025, AN ORDINANCE TO AMEND TITLE 10A – SUBSTANTIVE ZONING REGULATIONS, TO CREATE CHAPTER 10A-57-101 – SHORT-TERM RENTALS AND ADD DEFINITIONS TO CHAPTER 10A-03 – DEFINITIONS, AS SET FORTH IN ACTION 2025-01-02 ZCA.** Roll call vote: Mills-yes; Braden-yes; Kirby-yes; Hart-yes; Contreras-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

KIRBY moved, BAKEFELT seconded, **IN ACCORDANCE WITH SECTION 8.2(2) OF THE CITY CHARTER, THE CITY COUNCIL APPROVE ORDINANCE #2837-2025, AN ORDINANCE TO AMEND TITLE 10A – SUBSTANTIVE ZONING REGULATIONS, TO CREATE CHAPTER 10A-57-101 – SHORT-TERM RENTALS AND ADD DEFINITIONS TO CHAPTER 10A-03 – DEFINITIONS, AS SET FORTH IN ACTION 2025-01-02 ZCA.** Roll call vote: Mills-yes; Braden-yes; Kirby-yes; Hart-yes; Contreras-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

Finance Department – Monthly Report and PERS EIF Fact Sheet

Kari Ott, Finance Director, was unable to speak due to illness. Dan Cummings asked the Council to review the monthly report, and email Kari with questions.

Mr. Cummings stated Ms. Ott had emailed him bullet points for the Council regarding the PERS sheet. Ms. Ott had presented the opportunity to apply, again, for a matching fund for PERS. The bullet points were:
PERS EMPLOYER INCENTIVE PROGRAM

- The city could apply 4/1/25, and it was first come first serve so staff would like to apply then
- The match was 25%
- The city had until March 31, 2026, to make the actual deposit
- When applying the amount to be deposited had to be given
  - 24-25 budget had the $356,480 discussed previously
  - The city's PERS rate unexpectedly changed 7/1/2024, because of a side account payment. (Something that never happened before)
  - From July to December this reduced the city's PERS payment $142,095.69 or approximately $23,000 per month
  - Staff proposed using the $142,095 and $138,000 (estimated savings) to add to the side account payment. This was $280,095
  - The total side account payment would be $636,575
  - This would give the city a match of $159,143.75
  - The total deposit would end up at $795,718.75

Staff recommended the city apply for the program, and given the dates, time was of the essence.

Councilor Kirby asked if this had to go through the upcoming budget process, or was that in the existing budget already.

Mr. Cummings stated this was already in the existing budget.

Ms. Ott stated they'd have to do a resolution to transfer for the PERS that was unexpected. It would allow them to move within the original budgeted funds.

Councilor Braden stated under side account deposit criteria, to qualify for matching funds, the employer side account deposit must be no more than either $300,000 or 5% of the UAL, Unfunded Actuarial Liability. Had those numbers been checked on the maximum contribution, to ensure the $670K, or whatever she threw out, was less than 5% of the UAL.

Ms. Ott stated she believed so based on the last actuary exhibit, but she'd double-check. That would be about $13.4M, and last she recalled seeing was $16M.

Councilor Hart asked if they wanted to do that, and they needed to do a resolution, they could say up to the amount of "x" or not to exceed. That way, staff would have flexibility to do the most possible.

HART moved, BAKEFELT seconded, to **THE CITY COUNCIL ADOPT RESOLUTION #2025-111, A RESOLUTION WHERE COUNCIL GAVE STAFF AUTHORITY TO PAY AN ADDITIONAL AMOUNT OF $636,575.00, TO THE CITY'S PERS ACCOUNT, OR LESS, BASED UPON THE MAXIMUM, BASED UPON THE CALCULATION, OF THE STATE, NOT TO EXCEED 5% OF THE CITY'S UAL.** Roll call vote: Mills-yes; Braden-yes; Kirby-yes; Hart-yes; Contreras-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

HAND-OUTS

Check Register
February, 2025

Minutes
County Court 03-05-2025

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

The planned presentation by Councilor Hart of the Sister City visit would be moved to the April 8th meeting.

EXECUTIVE SESSION

ORS 192.660(2)(f): Exempt from Disclosure – Attorney/Client Privilege

An executive session was called at 8:06 p.m. The Ontario City Council will now meet in executive session. The executive session is held to review attorney-client privileged communications. The executive session is held pursuant to ORS 192.660(2)(f) – to consider information and records that are exempt by law from public inspection. Representatives of the news media and designated individuals are permitted to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on any deliberations held during the executive session, except to state the general subject of the executive session as previously announced. No decisions will be made in the executive session. At the end of the executive session, the Council would return to open session and welcome the audience back into the room.

The Council reconvened into regular session at 8:37 p.m.

ADJOURN

HART moved, KIRBY seconded, **THAT THE MEETING BE ADJOURNED**. Roll call vote: Mills-yes; Braden-yes; Kirby-yes; Hart-yes; Contreras-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0. Meeting concluded at 8:41 p.m.

ACCEPTED:	**ATTEST:**
____________________________	________________________________
Deborah K. Folden, Mayor	Tori Barnett, MMC, City Recorder

AGENDA REPORT
OLD BUSINESS
April 8, 2025

TO: Mayor and City Council

FROM: Dan Cummings, City Manager/Community Development Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: CONTINUE DISCUSSION: DIVERSITY ADVISORY COMMITTEE

DATE: March 14, 2025

PROPOSED MOTION:

NONE GIVEN

SUMMARY:

Due to concerns about the possibility of the city losing federal funds under the current government administration, the City Council is discussing options for the "City" Diversity Advisory Committee. These discussions are necessary to protect the city from losing federal funds and/or lawsuits in conjunction with having a Diversity Committee due to current Federal Administration Executive Orders.

BACKGROUND:

On January 20, 2025, President Trump signed Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferences. The order directs, in relevant part, that federal agencies identify federal grantees who receive and use federal funding to advance DEI programs and policies.

On January 21, 2025, President Trump signed Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity. Executive Order 14173 is intended to, among other things, “end illegal preferences and discrimination”.

At the City Council meeting of March 11, 2025, the City Council discussed the possibility of disbanding the Diversity Committee. After hearing testimony from some of the members of the Committee and wanting to get more input, the Council asked the City Manager to get a legal opinion from the City Attorney.

In an Executive Session under ORS 192(2)(f): Exempt from Disclosure - Attorney Client Privilege, the City Attorney discussed the possible legal issues with the above reference to Executive Orders, along with possible solutions.

The summary of the discussion, without violating the Executive Session provisions, is that there are several court cases pending that may affect the enforcement or legitimacy of the Executive Orders. Therefore, their legal analysis must be received with caution given the underlying uncertainties, and given those uncertainties, the Council's most conservative option is to dissolve the Diversity Committee. However, based on information received to date, staff doesn't believe that the Committee's mere existence violates the Executive Orders, per se. If the Committee is continued, this office recommends amending OMC Title 2, Chapter 14 to seek "alignment" with the Executive Orders.

The consensus of the Council was to have the City Attorney write up the proposed changes to the Committee ordinance for the Council to review at the next meeting if they were to keep the committee active or to disband it.

CURRENT SITUATION:

Attached to this report is a DRAFT ordinance with recommended changes to the Diversity Advisory Committee. Also attached is a document that shows the proposed changes on the left and the existing code on the right to compare what the changes are.

Staff is asking for a decision from the Council for direction on this issue.

ANALYSIS:

A. **STRATEGIC PLAN** None.

B. **FINANCIAL** Unknown.

C. **TIMING** TBD.

D. **POLICY/LEGAL** City Council is the govening body that set policies and approves ordiances.

ALTERNATIVES:

1. Take no action at all, leaving the Committee as is.
2. Move to dissolve the Diversity Advisory Committee and have staff come back with an ordinance to remove the Committee from the city code.
3. Move to have staff come back with an ordinance incorporating the recommended changes from the City Attorney for the Diversity Committee.

RECOMMENDATION:

City Staff makes no recommendations.

ATTACHMENTS:

1. Proposed & Existing Title 2 Chapter 14
2. DRAFT Ordinance - Amending Title 2 Chapter 14 (IDiversity Advisory Committee)

Title 2 Chapter 14 Proposed amendments

<u>Amendment No. 1</u> – <u>Diversity Advisory Committee established</u>. The section establishing the Committee in Section 2-14-1 is amended and restated in its entirety to read as follows:

> "A diversity advisory committee is hereby established. The committee shall be composed of seven (7) members representative of the city's population. All members are city volunteers and nothing in this section is meant to create an employment relationship between the city and any committee members. Committee membership is encouraged among all citizens including, without limitation, members who represent different races, ethnicities, cultures, disabilities, ages, genders, gender identities, sexual orientation, and/or socioeconomic classes. Notwithstanding anything contained in Title 2, Chapter 14 of the Code providing otherwise, at all times the committee will operate in a manner consistent with applicable federal, state, and local laws, regulations, and/or ordinances, including, without limitation, applicable anti-discrimination laws."

<u>Amendment No. 2</u> – <u>Diversity advisory committee mission statement</u>. Code Section 2-14-1.1 is amended and restated in its entirety as follows:

> "In Ontario, we operate as 'One Team, One Community' fostering a community that values, supports, and develops people of all backgrounds and experiences. To this end, the committee will serve as a liaison between all community members and the council on issues concerning diversity, equity, and inclusion."

Title 2 Chapter 14 Existing before proposed amendments

EXISTING

2-14-1 - Diversity Advisory Committee established.

A Diversity Advisory Committee is established composed of seven (7) members representative of the city's diversity. Consideration for broad representation reflective of the community shall be the primary factor in selection of the committee members. Recommendations from community organizations that represent diverse populations shall be an additional contributing factor for selection of committee members.

Ideally, the committee shall be reflective of the city's diversity with members who represent different races, ethnicities, cultures, disabilities, ages, genders, gender identities, sexual orientation, and/or socioeconomic classes.

EXISTING

2-14-1.1 - Diversity advisory committee mission statement.

In Ontario, we operate as "One Team, One Community" and are committed to diversity, equity and inclusion as a core value of collaborating and fostering a community where we value, support, and develop people of all backgrounds and experiences.

Title 2 Chapter 14 Proposed amendments

Amendment No. 3 – Advisory Capacity. Code Section 2-14-5 is amended and restated in its entirety as follows:

> "Notwithstanding anything contained in Title 2, Chapter 14 of the Code providing otherwise, the committee has no power, control, and/or authority concerning any action, term, condition, and/or privilege of employment concerning the city, including, without limitation, recruiting, interviewing, hiring, selection, training, professional development, internships, fellowships, promotion, retention, discipline, and separation."

Amendment No. 4 – Duties and Responsibilities. Code Section 2-14-6 is amended and restated in its entirety as follows:

> "The committee shall elect a chair, vice-chair, and secretary on an annual basis for a one-year term. The chair shall serve no more than three (3) consecutive terms.
>
> The committee may assist in compiling and distributing materials that are intended to promote an equitable, inclusive, welcoming, diverse, and enriching community and cultural environment. The committee may review policies and programs (and advise the council of such policies and programs) that are intended to promote an equitable, inclusive, welcoming, diverse, and enriching community and cultural environment. This includes gathering data and information to formulate recommendations to the council."

Title 2 Chapter 14 Existing before proposed amendments

EXISTING

2-14-5 - Advisory capacity.

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.

EXISTING

2-14-6 - Duties and responsibilities.

The Diversity Advisory Committee shall elect a Chair, Vice-Chair, and Secretary on an annual basis for one year terms. The Chair shall serve no more than three (3) consecutive terms.

The Diversity Advisory Committee can assist and participate in the hiring and promotional process for city staff and work collaboratively to create a diverse and inclusive community.

The Diversity Advisory Committee can be instrumental in distributing materials that promote diversity and inclusion in the community and help to bring about the changes necessary for the community, both internally and externally, to be an equitable, inclusive, welcoming, and enriching environment for all.

The Diversity Advisory Committee can review diversity and inclusion policies, advocate for opportunities (e.g. grants or projects), and assist the City Council, management, staff, and citizens of Ontario in their oversight of any issues related to diversity, equity, and inclusion.

The Committee can provide contacts from various social service agencies that the City may want to contact regarding issues, concerns, and problems which affect the city. This enhanced communication will assist in the development of a stronger community that is respectful of all people of Ontario.

ORDINANCE NO. ________-2025

AN ORDINANCE OF CITY OF ONTARIO AMENDING TITLE 2, CHAPTER 14 OF THE CITY OF ONTARIO MUNICIPAL CODE

WHEREAS, Title 2, Chapter 14 of the City of Ontario ("City") municipal code (the "Code") established the Diversity Advisory Committee; and

WHEREAS, the council has determined that certain provisions of Title 2, Chapter 14 of the Code must be amended to ensure consistency with applicable federal law and/or directives concerning diversity, equity, and inclusion policies and programs.

NOW, THEREFORE, THE CITY OF ONTARIO ORDAINS AS FOLLOWS:

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

2. Amendment No. 1 – Diversity Advisory Committee established. The section establishing the Committee in Section 2-14-1 is amended and restated in its entirety to read as follows:

> "A diversity advisory committee is hereby established. The committee shall be composed of seven (7) members representative of the city's population. All members are city volunteers and nothing in this section is meant to create an employment relationship between the city and any committee members. Committee membership is encouraged among all citizens including, without limitation, members who represent different races, ethnicities, cultures, disabilities, ages, genders, gender identities, sexual orientation, and/or socioeconomic classes. Notwithstanding anything contained in Title 2, Chapter 14 of the Code providing otherwise, at all times the committee will operate in a manner consistent with applicable federal, state, and local laws, regulations, and/or ordinances, including, without limitation, applicable anti-discrimination laws."

3. Amendment No. 2 – Diversity advisory committee mission statement. Code Section 2-14-1.1 is amended and restated in its entirety as follows:

> "In Ontario, we operate as 'One Team, One Community' fostering a community that values, supports, and develops people of all backgrounds and experiences. To this end, the committee will serve as a liaison between all community members and the council on issues concerning diversity, equity, and inclusion."

4. Amendment No. 3 – Advisory Capacity. Code Section 2-14-5 is amended and restated in its entirety as follows:

> "Notwithstanding anything contained in Title 2, Chapter 14 of the Code providing otherwise, the committee has no power, control, and/or authority concerning any action, term, condition, and/or privilege of employment concerning the city, including, without limitation, recruiting, interviewing, hiring, selection, training, professional development, internships, fellowships, promotion, retention, discipline, and separation."

5. Amendment No. 4 – Duties and Responsibilities. Code Section 2-14-6 is amended and restated in its entirety as follows:

> "The committee shall elect a chair, vice-chair, and secretary on an annual basis for a one-year term. The chair shall serve no more than three (3) consecutive terms.
>
> The committee may assist in compiling and distributing materials that are intended to promote an equitable, inclusive, welcoming, diverse, and enriching community and cultural environment. The committee may review policies and programs (and advise the council of such policies and programs) that

are intended to promote an equitable, inclusive, welcoming, diverse, and enriching community and cultural environment. This includes gathering data and information to formulate recommendations to the council."

APPROVED AND ADOPTED by the City Council of the City of Ontario and signed by the mayor this _________ day of May, 2025.

____
By: Deborah Folden, Mayor

ATTEST:

____
By: Tori Barnett, City Recorder

Committee Appointments - 2025

Committee	New Term Expiration	Current Member	Applicant
Airport [4 year term]			
Full			
Budget [4 year term]			
Full			
Business Loan Fund [Perpetual]			
Full			
CLG/Façade Grand [3 year term]			
Full			
Diversity Advisory [3 year term]			
Citizen at Large	Dec 2027	Vacant	Katherine Collins
Parks [3 year term]			
Full			
Planning Commission [4 year term]			
Full			
Public Works [3 year term]			
Full			
V&C [3 year term]			
Full			

Meeting	Date	Time	Location
Airport	1st Mon/Mo	6:00 p.m.	City Hall
Budget	May/Year	6:00 p.m.	Training Center
Business Loan Fund	As needed	5:00 p.m.	Comm Dev Center
CLGC/Façade Grant	As needed	5:00 p.m.	Comm Dev Center
Diversity Advisory	3rd Wed/Mo	5:30 p.m.	City Hall
Parks	3rd Thu/Mo	6:00 p.m.	City Hall
Planning	2nd Mon/Mo	6:00 p.m.	City Hall
Public Works	3rd Tue/Mo	3:00 p.m.	City Hall
V&C	1st Thu/Mo	7:00 a.m.	Chamber Office

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received
4/3/2025 ck

CITY OF ONTARIO
REQUEST FOR BOARD OR COMMISSION APPOINTMENT

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

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

NAME: Collins (Last) Katherine (First,) M. (Middle Initial)

HOME ADDRESS: 1081 NW 2nd Ave. (Street) Ontario (City) 97914 (Zip Code)

TELEPHONE: 541-212-1531 (Home, Work, Cell, or Business (Include Area Code)) kathie@kmoldercollins.net (E-mail Address)

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

1. Diversity Advisory Committee
2.
3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
Please see résumé		

Employment:

Current Employer:	Position:	Dates of Employment:
Please see résumé		

Education:

Please see résumé.

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

I have a passion for and extensive training in issues related to diversity, equity, inclusion, and social justice.

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

Please see my letter accompanying this application. Thank you!

Katherine M Collins
Signature:

April 2, 2025
Date:

Submit Reset

KATHERINE M. COLLINS, APR

1081 N.W. Second Avenue, Ontario, OR 97914
541.212.1531 • kathie@kmoldercollins.net

April 1, 2025

Mayor Deborah Folden
Ontario City Hall
444 SW 4th Street
Ontario, OR 97914

Mayor Folden:

This letter serves to express my interest in serving on the City's Diversity Advisory Committee.

I have been a resident of Ontario for decades. My past volunteer work includes coaching DestiNation ImagiNation teams and a girls softball team as well as advising FFA students competing in marketing or advertising events and judging at speech-and-debate tournaments. My community service also includes having served on the Board of Directors for the Ontario School District and the budget boards at Treasure Valley Community College and the Malheur Education Service District. Most recently, I served as chair of the City's Ontario Promise ad hoc committee and as president of St. Mary's Altar Society at Blessed Sacrament Catholic Church.

I have had a life-long interest in learning about American history and the roles discrimination and structural racism played throughout our history - reflected in the legal and judicial systems, arts, journalism, education, politics, science, sports, and business. I took a rather deep dive into DEI during my three years of service on the Nonprofit Association Board of Directors. As one whose maternal great-grandfather was Mexican and maternal great-grandmother was Chiricahua Apache, I have been especially interested in indigenous cultures. Because of these interests, I earned a certificate in Diversity and Inclusion from Cornell University in 2021.

With the creation and continuation of this Committee, the City of Ontario recognizes that the opposite of DEI – *uniformity*, *inequity*, and *exclusion* - are conditions generally accepted as negative and undesirable. I applaud you for that. I look forward to lending any insights I may have in assisting the City with reaching its goals.

Thank you for reviewing my résumé and giving my request your genuine consideration.

Warmest regards,

Katherine M. Collins

Katherine M. Collins

KATHERINE M. COLLINS, APR

1081 NW. 2nd Ave. Ontario OR 97914
541.212.1531 • kathie@kmoldercollins.net

Effective Communicator • Respected Leader
Collaborator • Lifelong Learner • Enthusiastic Speaker

RESPONSIBILITIES & SKILLS

- ***Public Relations*** - Outstanding skills in all facets of the profession: interpersonal relationships (build and maintain strong relationships with key stakeholders); strategic marketing and communication plans; survey creation; effective presentations; able to find and tell the stories of staff members for feature articles and able to fully explain in an understandable voice why actions were taken; crisis response; writing for website content; internal marketing, messaging and branding; measuring results/effectiveness.
- ***Leadership*** - Created organizational culture that inspired teamwork and accountability (employees often came from higher-paying agencies because they "heard this was a great place to work"); responsible for timely financial reports to state departments and to private foundations as well as all administrative functions related to personnel and policies, compliance, data collection and interpretation; budgeting; project management; fiscal oversight.
- ***Professionalism*** – As the sole administrator responsible for all administrative functions, exercised daily the ability to work in a fast-paced and ever-changing environment as well as the ability to exercise good judgment, diplomacy and confidentiality whether dealing with staff, vendors, board members, government officials, or donors; stay abreast of issues, trends to create or adjust policies, messaging.
- ***Fundraising*** - I understand that the task is not asking for money, but offering donors and foundations the opportunity to invest in something important to them. Successful grant writer for dozens of organizations with experience organizing capital campaigns and fundraising events.
- ***Advising/Facilitating/Consulting*** – Capital campaign adviser and strategist; quickly design and deliver professional development workshops tailored to specific needs of business, nonprofit, or government agency around board development, public relations, customer service, marketing; facilitation of strategic planning sessions, cohort groups; design newsletters, write articles, edit manuscripts.
- ***Spanish Competency*** - Comfortable speaking with monolingual Spanish speakers; experience creating/editing documents in Spanish; grandparents were native speakers.

EXPERIENCE SUMMARY

Presidential speech writer James Humes said, "*The art of communication is the language of leadership*." Perhaps this is why comprising my career path to date are professions requiring outstanding communication skills as well as myriad opportunities to provide leadership and create collaborative relationships.

My personality style compliments my skills; I thrive on inspiring and motivating others, exceeding expectations, multi-tasking, professionalism, working with others to arrive at innovative solutions, and making mutually beneficial – and often creative – connections.

Dedicated to service leadership, I have experienced success in the private and public sectors, as a small business owner, as a nonprofit director, and as an elected official. For the past seven years, I have worked to grow my knowledge and understanding of diversity, equity, and inclusion. I am proud to be continuing on this journey of personal and professional

EMPLOYMENT HISTORY

- **Development Director**, Four Rivers Cultural Center & Museum / Oct. 2023 - present
- **Consultant**, Self-employed grant writer, facilitator & trainer / Aug. 2019 - present
- **Adjunct Instructor,** Treasure Valley Community College / Winter Quarter, 2023
- **Executive Director**, Treasure Valley Children's Relief Nursery /July 2010 - Aug. 2019
- **Owner**, K•M•C Communications, a training and consulting firm /May 2005 - July 2010
- **Director of Public Information**, Ontario School District /Oct. 1993 - June 2005
- **Society Editor** & later **Assistant News Editor**, Argus Observer /Sept. 1987 - Aug. 1993

EDUCATION & TRAINING

- Certificate in **Diversity & Inclusion**, Cornell University, earned March 2021
- Successfully completed hundreds of hours in professional development training courses related to nonprofit management, child abuse & trauma, school public relations, leadership, personal improvement, diversity/equity/inclusion, social media/WSO, and public speaking in my career.
- M.A., **Organization Leadership**, Bellevue University, Nebraska, May 2005
- Universal **Accreditation in Public Relations** (APR), earned November 1999
- 44 graduate units/**Women's Social Issues**, Boise State University, Idaho, Aug. 1993-May 1994
- B.A., **Public Relations**, Western Oregon State College (now WOU), June 1987
- A.A., **Journalism**, Treasure Valley Community College, Ontario, Oregon, June 1985

VOLUNTEER LEADERSHIP & RECOGNITION

- **Ontario Promise Ad Hoc Committee,** March 2022 - March 2025; *Chair*
- **St. Mary's Altar Society,** Jan. 2022 - present; *President*
- **Nonprofit Association of Oregon Board**, Sept 2015; *Secretary*, Sept. 2016 - Aug. 2018
- *Steering Committee,* **Eastern OR Community Based Services Hub**, July 2013 - June 2015
- **Oregon Association of Relief Nurseries**, July 2010; *Vice Chair*, July 2012 -June 2013
- Elected to **Ontario School District Board of Directors**, May 2007; *Chair*, July 2009-10
- **St. Mary's Altar Society,** Jan. 2006 - Dec. 2009; *Secretary, Vice President, President*
- *President* of the **Oregon School Public Relations Association**, Aug. 2002 - July 2003
- *Woman of the Year*, local chapter of **American Business Women's Association**, 2001
- *Employee of the Year*, **Argus Observer** newspaper, Dec. 1988 (one year after hire)

PERSONAL

If I could go back in time: The Troubador in the '60s or NYC's Algonquin Round Table in 1920s.
Thumbs up to the Oxford comma. • I collect coffee mugs & friends. • I am a lifelong learner.
Poorly done PowerPoint presentations are a pet peeve. • Ken Burns' documentaries rock.
I love to laugh at the ridiculous - and myself. • I enjoy playing rummy, board games and golf.
Traveling in our little RV trailer is fun. • I sew, but not all that well. • I enjoy feeling physically fit.
All three of my children are engineers; #proudmomma • Nothing better than being a "Nana."
Dog person. • CHOCOLATE • I ♥ Zumba dance. • Admittedly, a little compulsive about coasters.

Katherine M. Collins, APR

AGENDA REPORT
NEW BUSINESS
April 8, 2025

TO:	Mayor and City Council
FROM:	Tatiana Burgess, Planning Director
THROUGH:	Danny K. Cummings, City Manager
SUBJECT:	**RESOLUTION #2025-107: AMEND PLANNING DEPARTMENT PERMIT FEES**
DATE:	March 26, 2025

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE RESOLUTION #2025-107 TO AMEND PLANNING DEPARTMENT PERMIT FEES.

SUMMARY:

Resolution #2025-107 will amend the Planning Department's fee schedule, to create two new fees, to be able to assess short-term rental permit costs.

BACKGROUND:

The Planning Department's current and effective fee schedule was adopted on July 9, 2024, by Resolution #2024-111. On March 25, 2025, Ontario City Council adopted Ordinance #2837-2025 to amend Ontario Zoning Ordinance Title 10A - Substantive Zoning Regulations, to create Chapter 10A-57-101 - Short-term rentals and add new definitions to Chapter 10A-03 - Definitions. As required by Ordinance #2837-2025, short-term rental operators must obtain an operating license for the initial application, or whenever there are any changes proposed to an existing operation. Operators also must renew their license, on an annual basis, for each year they intend to operate.

CURRENT SITUATION:

The current fee schedule does not have a fee specified for a short-term rental permit or its renewal. Resolution #2025-107 will create two new fees: a $60 fee to be assessed for an initial permit, or whenever there are proposed changes to an existing operation, and a $10 fee to be assessed for each annual license renewal. An annual license will be valid for one calendar year. All short-term rental operators are also subject to the existing transient lodging tax, as required per section 3-11-7 of the Ontario Municipal Code. The Planning Department will distribute all licensing materials, including required interior and exterior postings and invoices, to known short-term operators. The Planning Department will also issue renewal notices starting December 1 of each calendar year, requiring the renewal license fees be paid before January 1.

ANALYSIS:

A. **STRATEGIC PLAN** The adoption of the resolution will allow the initiation of the permitting process for all current and known short-term rental operators.

B. **FINANCIAL** The adoption of the resolution will provide for a path for the operators to pay licensing costs, as well as the transient lodging tax.

C. **TIMING** Given that Ordinance #2837-2025 has already been adopted, the subject resolution is required to be able to implement Ordinance #2837-2025.

D. **POLICY/LEGAL** The Council is the governing body for ordinances and resolutions.

ALTERNATIVES:

None.

RECOMMENDATION:

Staff recommends the Council approve Resolution #2025-107 to amend the Planning Department's permit fees.

ATTACHMENTS:

1. Reso #2025-107 - Amending Fee Schedule

RESOLUTION #2025-107

A RESOLUTION AMENDING PLANNING DEPARTMENT PERMIT FEES

WHEREAS, The Planning Department's most recent fee schedule was adopted on July 9, 2024, by Resolution #2024-111; and

WHEREAS, The City Council has the authority to amend and adopt new fees, by resolution; and

WHEREAS, On March 25, 2025, Ontario City Council adopted Ordinance #2837-2025 to amend Ontario Zoning Ordinance Title 10A – Substantive Zoning Regulations, to create Chapter 10A-57-101 (SHORT-TERM RENTALS) and add new definitions to Chapter 10A-03 (DEFINITIONS); and

WHEREAS, The City Council desires to create and adopt a new fee to be assessed by the Planning Department for the permitting of short-term rentals.

NOW THEREFORE, BE IT HEREBY RESOLVED the Ontario City Council adopts the following amendment to Planning Department's Fee Schedule for the 2024-2025 fiscal year.

Short-term Rental License	$60.00	To be assessed for first-time applications or whenever a change is proposed to the operation of a previously permitted short-term rental.
Short-term Rental Annual Renewal	$10.00	To be assessed for each annual renewal.

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the Common Council of the City of Ontario this _________ day of _______, 2025, by the following vote:

AYES:
NAYES:
ABSENT:

APPROVED by the Mayor this _______day of ________________, 2025.

ATTEST:

_______________________________ _____________________________

Deborah K. Folden, Mayor

Tori Barnett, MMC, City Recorder

AGENDA REPORT
NEW BUSINESS
April 8, 2025

TO: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: RESOLUTION #2025-108: PURCHASE PATROL RIFLES

DATE: March 18, 2025

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2025-108: A SUPPLEMENTAL BUDGET TO APPROPRIATE FUNDS TO PURCHASE PATROL RIFLES.

SUMMARY:

Attached is Resolution #2025-108.

BACKGROUND:

The City Council approved the purchase of the rifles at the Council meeting on March 11, 2025.

CURRENT SITUATION:

Purchasing the 25 rifles (equipped with suppressors and scopes) will cost the city $42,299. However, OPD received a $12,000 donation from National Night Out and will get a $6,750 trade-in for the old rifles. This leaves a $23,549 net cost to come from the contingency balance of the public safety reserve.

ANALYSIS:

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

B. **FINANCIAL** The rifle purchase will cost the City $23,549. This will come from the Reserve Fund - Public Safety Department contingency and will leave a balance of $472,519 in that contingency line.

C. **TIMING** OPD would like to purchase the rifles as soon as possible.

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

ALTERNATIVES:

A. Take No Action - The Council could take no action on this matter; this would cause budget over expenditures.

RECOMMENDATION:

Staff recommends the approval of Resolution #2025-108.

ATTACHMENTS:

1. Resolution #2025-108 Purchase Rifles

RESOLUTION #2025-108

A SUPPLEMENTAL BUDGET TO APPROPRIATE FUNDS TO PURCHASE PATROL RIFLES

WHEREAS, The Ontario Police Department mainly uses rifles that are personally owned by the police officers which isn't the best practice for numerous reasons; **and**

WHEREAS, The Ontario Police Department would like to purchase 25 rifles which would include scopes and suppressors for a total cost of $42,299**; and**

WHEREAS, The Ontario Police department received $12,000 from the National Night Out and also a $6,750 trade in for the old rifles for a net cost of $23,549; **and**

WHEREAS, The City desires to modify the 2024-2025 budget in order to appropriate the funding.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the following adjustment to the fiscal year 2024-2025 budget:

Line Item	Item Description	FY 24-25 Budget	Amount of Change	Adjusted Budget
RESERVE FUND – PUBLIC SAFETY				
055-000-469151	Grants/Contributions	$ -	$12,000	$12,000
055-000-469181	Capital Asset Sales	$ -	$6,750	$6,750
055-131-712108	Police Equipment	$ -	$42,299	$42,299
055-131-871000	Contingency	$496,068	($23,549)	$472,519

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 8th day of April 2025, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 8th day of April, 2025.

____
Deborah K. Folden, Mayor

ATTEST:

____
Tori Barnett, MMC, City Recorder

AGENDA REPORT
NEW BUSINESS
April 8, 2025

TO: Mayor and City Council

FROM: Marshall Pierce, City Engineer/Project Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **RESOLUTION #2025-109: APPROVE OBTAINING A LOAN FROM SDWRLF CONTRACT RE SAFE DRINKING WATER PROJECT**

DATE: March 18, 2025

PROPOSED MOTION:

I MOVE THE CITY COUNCIL ADOPT RESOLUTION #2025-109, A RESOLUTION AUTHORIZING AND APPROVING THE CITY OF ONTARIO TO OBTAIN A LOAN FROM THE SAFE DRINKING WATER REVOLVING LOAN FUND (SDWRLF) BY ENTERING INTO A CERTAIN FINANCING CONTRACT WITH THE INFRASTRUCTURE FINANCE AUTHORITY (IFA) OF THE OREGON BUSINESS DEVELOPMENT DEPARTMENT.

SUMMARY:

The proposed resolution is necessary in order to enter into a loan agreement through the SDWRLF with the IFA. This loan will fund the city's new water storage tank and booster pump station, replacing the aging Eastside tanks and booster station.

BACKGROUND:

The Oregon Health Authority (OHA) approved Water Master Plan identified priority water infrastructure upgrades. One of these - a new, larger, storage tank and booster pump station - has been selected to move forward. Last year, the City of Ontario was approved to proceed with entering into a loan agreement with OBDD through the SDWRLF program, to assist with funding this project.

CURRENT SITUATION:

The city is prepared to move forward with executing the loan agreements, pending City Council resolution.

ANALYSIS:

A. **STRATEGIC PLAN** This is inline with the city's strategic planning goals.

B. **FINANCIAL** This is a $6,000,000.00 loan, of which $2,870,617.00 is eligible for principal forgiveness over a loan term of 30 years at an interest rate of no more than 2.77%.

C. **TIMING** The project is ready to proceed, pending the required Council approval.

D. **POLICY/LEGAL** The City Council is the authority for adopting resolutions.

ALTERNATIVES:

If the resolution is not adopted, there would be no loan agreement, so no priority water improvement projects would be completed.

RECOMMENDATION:

Staff recommends the City Council approve Resolution #2025-109.

ATTACHMENTS:

1. Reso #2025-109 Financing Contract - Project #S25003 (SDWRLF)(JG 01791593xB6300)
2. 1 S25003 Ontario Contract (Reso 109)

RESOLUTION #2025-109

A RESOLUTION AUTHORIZING AND APPROVING CITY OF ONTARIO OBTAINING A LOAN FROM THE SAFE DRINKING WATER REVOLVING LOAN FUND BY ENTERING INTO A CERTAIN SAFE DRINKING WATER REVOLVING LOAN FUND FINANCING CONTRACT (AND CERTAIN OTHER REQUIRED DOCUMENTS) WITH THE INFRASTRUCTURE FINANCE AUTHORITY OF THE OREGON BUSINESS DEVELOPMENT DEPARTMENT

WHEREAS, City of Ontario ("Recipient") is an Oregon municipal corporation operating a "community water system" as defined under Oregon Administrative Rule 123-049-0010; and

WHEREAS, the Safe Drinking Water Act Amendments of 1996, Pub.L. 104-182 (the "Act"), as amended, authorizes any community water system operator to file an application with the Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD") to obtain financial assistance from the Safe Drinking Water Revolving Loan Fund; and

WHEREAS, Recipient filed an application with OBDD to obtain financial assistance for a "safe drinking water project" within the meaning of the Act; and

WHEREAS, OBDD has approved Recipient's application for financial assistance from the Safe Drinking Water Revolving Loan Fund pursuant to the Act; and

WHEREAS, Recipient is required, as a prerequisite to the receipt of financial assistance from OBDD, to enter into a certain Safe Drinking Water Revolving Loan Fund BIL-Emerging Contaminants Design & Construction Financing Contract, Project No. S25003, substantially in the form attached hereto as Exhibit A (the "Contract"). The safe drinking water project financed under the Contract is described in Exhibit C to the Contract (the "Project"); and

WHEREAS, notice relating to Recipient's consideration and adoption of this Resolution #2025-109 was published in accordance with Recipient's charter and laws for public notification; and

WHEREAS, by adoption of this Resolution, Recipient's council (the "Council") authorizes and approves (a) the Contract (and all necessary documents, certificates, instruments, and/or agreements) and loan transaction contemplated under the Contract, and (b) the mayor signing and delivering the Contract (and all necessary documents, certificates, instruments, and agreements) to OBDD.

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

1. Findings. The above-stated findings contained in this Resolution are hereby adopted.

2. Loan Authorized and Approved. The Contract (and underlying loan transaction) and all other necessary documents, certificates, instruments, and/or agreements required to obtain financial assistance from OBDD (individually and collectively, the "Financing Document(s)") are hereby authorized and approved in all respects. Council authorizes Mayor Deborah Kaye Folden (the "Authorized Officer") to sign and deliver the Financing Documents for and on behalf of Recipient, each containing such terms and conditions as agreed upon between the Authorized Officer and OBDD provided the loan from OBDD does not exceed $6,000,000.00 ($2,870,617.00 of which is eligible for principal forgiveness if certain contract conditions are met) with an interest rate of no more than 2.77% per annum. Loan proceeds will be applied solely to the "Costs of the Project," as such term is defined under the Contract.

3. Sources of Repayment. Amounts payable by Recipient under the Contract are payable from the sources described in Section 4 of the Contract and ORS 285A.213(5), which includes the following: (a) revenue from Recipient's water system, including special assessment revenue; (b) amounts withheld under ORS 285A.213(6); (c) Recipient's general fund; (d) any combination of sources listed in (a)-(c) of this Section 3; and/or (e) any other lawful sources.

4. Tax-Exempt Status. Recipient will not take any action or omit to take any action if the taking or omission would cause interest paid by Recipient pursuant to the Financing Documents not to qualify for exclusion from gross income provided under Section 103(a) of the Internal Revenue Code of 1986, as amended. Recipient may enter into covenants to protect the tax-exempt status of the interest paid by Recipient pursuant to the Financing Documents and may execute any tax certificate, Internal Revenue Service forms, and/or other documents as may be required by OBDD or its bond counsel to protect the tax-exempt status of such interest.

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

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this _____ day of ________ 2025, by the following vote:

AYES:

NAYES:

ABSENT:

SIGNED by the Mayor this _____ day of _____, 2025.

____
Deborah K. Folden, Mayor

ATTEST:

____
Tori Barnett, MMC, City Recorder

Exhibit A

Financing Contract – Project No. S25003

[attached]

SAFE DRINKING WATER REVOLVING LOAN FUND
BIL-EMERGING CONTAMINANTS
DESIGN & CONSTRUCTION
FINANCING CONTRACT

Project Name: Surface Water Intake, Chlorine Contact and Storage Improvements

Project Number: S25003

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD"), and City of Ontario ("Recipient") for financing of the project referred to above and described in Exhibit C ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

This Contract less any Exhibits

Exhibit A	General Definitions
Exhibit B	Loan Security
Exhibit C	Project Description
Exhibit D	Project Budget
Exhibit F	Certification Regarding Lobbying
Exhibit G	Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e)

The information in Exhibit E is required by 2 CFR § 200.332 and is attached to this Contract for informational purposes only.

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means $7,670,000.

"Forgivable Loan Amount" means $3,129,383.

"Section 2A. Loan Amount" means $2,870,617.

"Interest Rate" means 2.77% per annum.

"Maturity Date" means the 29th anniversary of the Repayment Commencement Date.

"Payment Date" means December 1.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 24 months after the date of this Contract.

"Repayment Commencement Date" means the first Payment Date to occur after the Project Closeout Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified below:

A. A non-revolving loan in an aggregate principal amount not to exceed the Section 2.A. Loan Amount.

B. A non-revolving loan in an aggregate principal amount not to exceed the Forgivable Loan Amount.

"Loan" means, collectively and individually without distinction, as the context requires, the loans described in this section 2.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract shall not exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

A. Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").

B. Financing Availability. OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminates on the Project Closeout Deadline.

C. Payment to Contractors. OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.

D. Order of Disbursement. OBDD shall allocate any disbursement equally between the Section 2.A. Loan and the Forgivable Loan.

SECTION 4 - LOAN PAYMENT; PREPAYMENT; FORGIVENESS

A. Promise to Pay. Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.

B. Interest. Interest accrues at 1.0% on each disbursement from the date of disbursement until the Repayment Commencement Date. Beginning on the Repayment Commencement Date, interest accrues at the Interest Rate until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date. Interest is computed by counting the actual days occurring in a 360-day year.

Recipient authorizes OBDD to calculate accrued interest as necessary under this Contract, including for purposes of determining a loan amortization schedule or determining the amount of a loan prepayment or loan payoff. Absent manifest error, such calculations will be conclusive.

C. Loan Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.

D. Loan Prepayments.

(1) Mandatory Prepayment. Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract.

(2) Optional Prepayment. Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday, or day that banking institutions in Salem, Oregon are closed.

E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

F. Forgiveness. Subject to satisfaction by Recipient of any special conditions in Exhibit C, if Recipient completes the Project by the Project Completion Deadline in accordance with the terms of this Contract, and provided that no Event of Default has occurred, OBDD shall, 90 days after the Project Completion Date, forgive repayment of the Forgivable Loan Amount and any interest accrued thereon and cancel the Forgivable Loan. The Forgivable Loan Amount and any interest forgiven remain subject to the requirements of OAR 123-049-0050, incorporated by this reference, and which survive payment of the Loan.

SECTION 5 - CONDITIONS PRECEDENT

A. Conditions Precedent to OBDD's Obligations. OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:

(1) This Contract duly signed by an authorized officer of Recipient.

(2) Such other certificates, documents, opinions and information as OBDD may reasonably require.

B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:

(1) There is no Event of Default.

(2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.

(3) OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

(4) Recipient delivers to OBDD an estimated schedule for Disbursement Requests for Project design, covering anticipated number, submission dates, and amounts. Prior to beginning construction, Recipient must also deliver to OBDD an estimated schedule for Disbursement Requests for construction, covering anticipated number, submission dates, and amounts.

(5) OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.

(6) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.

(7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

A. Use of Proceeds. Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.

B. Costs of the Project. Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.

C. Costs Paid for by Others. Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OBDD:

A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.

B. Organization and Authority.

(1) Recipient (a) is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon, and (b) owns a community water system, as defined in the Act and OAR 123-049-0010.

(2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.

(3) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.

C. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.

D. Pending Litigation. Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

E. No Events of Default.

(1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.

(2) Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

G. Governmental Consent. Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.

B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, the Project and the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:

(1) Federal procurement requirements of 2 CFR part 200, subpart D.

(2) Prevailing Wage Requirements.

(a) Recipient shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state "PWR"). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries ("BOLI") under ORS 279C.815.

(b) When the federal Davis-Bacon Act applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 *et seq*.).

(c) Notwithstanding (3)(a) and (3)(b) above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (3)(a) or (3)(b) above.

(d) When PWR applies, Recipient and its contractors and subcontractors shall not contract with any contractor on BOLI's current List of Contractors Ineligible to Receive Public Works Contracts.

(e) When PWR applies, Recipient shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Recipient contractually agrees to pay applicable prevailing wage fees for the Project rather than OBDD, the public agency providing Financing Proceeds under this Contract.

(f) Pursuant to ORS 279C.817, Recipient and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

(3) Signage Requirements:

(a) Recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official "Investing in America" emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

(b) Recipient will ensure compliance with the guidelines and design specifications for using the official Investing in America emblem and corresponding logomark available at: https://www.epa.gov/invest/investing-america-signage.

(c) Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

(d) Public or Media Events: OBDD encourages Recipient to notify the Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by OBDD representatives with at least ten (10) working days' notice.

(4) SAFE DRINKING WATER IN OREGON: Sections 3, 4, and 5 and Appendixes A & B of the Program Guidelines & Applicant's Handbook for the Federally Funded Safe Drinking Water Revolving Fund & Drinking Water Protection Loan Fund (March 2024) ("Safe Drinking Water Handbook"), available at https://www.oregon.gov/biz/Publications/SDWhandbook.pdf.

(5) Federal Crossing-Cutting Authorities. All federal laws, executive orders and government-wide policies that apply by their terms to projects and activities receiving federal financial assistance, regardless of whether the Act makes them applicable ("Cross-Cutting Authorities"). Section 5.5 of the Safe Drinking Water Handbook contains a link to a list of the Cross-Cutting Authorities.

(6) Lobbying. Recipient acknowledges and agrees that the Costs of the Project will not include any Lobbying costs or expenses incurred by Recipient or any person on behalf of Recipient, and that Recipient will comply with federal restrictions on lobbying at 40 C.F.R. Part 34 and will not request payment or reimbursement for Lobbying costs and expenses. "Lobbying" means influencing or attempting to influence a member, officer or employee of a governmental agency or legislature in connection with the awarding of a government contract, the making of a government grant or loan or the entering into of a cooperative agreement with such governmental entity or the extension, continuation, renewal, amendment or modification of any of the above. Recipient shall submit to OBDD a Certification Regarding Lobbying, the form of which is attached as Exhibit F, and any applicable quarterly disclosure statement of covered lobbying activity. Recipient will cause any entity, firm or person receiving a contract or subcontract utilizing Loan proceeds in excess of $100,000 to complete the same certification and any applicable disclosure statement and submit them to Recipient. Recipient shall retain such certifications and make them available for inspection and audit by OBDD, the federal

government or their representatives. Recipient shall forward any disclosure statements to OBDD.

(7) Federal Audit Requirements. The Loan is federal financial assistance, and the Federal Assistance Listing (formerly CFDA) number and title is "66.468, Capitalization Grants for Drinking Water State Revolving Funds." Recipient is a sub-recipient.

(a) If Recipient receives federal funds in excess of $750,000 in Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.

(b) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend $750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.

(c) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.

(8) Disadvantaged Business Enterprises. Recipient will implement the good faith efforts for solicitation and contracting with Disadvantaged Business Enterprises ("DBE") described in the Safe Drinking Water Handbook. This applies to all solicitation and contracting for construction, equipment, supplies, engineering or other services that constitute the Project financed by this Contract. Recipient will maintain documentation in a Project file and submit the required forms, as described in the Safe Drinking Water Handbook. Recipient will ensure that all prime contractors implement the good faith efforts for solicitation and contracting, and comply with all DBE procurement forms, statements, and reporting requirements.

Recipient will ensure that each procurement contract includes the following term and condition:

> "The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

(9) Property Standards. Recipient shall comply with 2 CFR 200.313 which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

(10) Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II are obligations of Recipient, as applicable, and must be included, as applicable, by Recipient in its contracts related to the Project.

(11) Iron and Steel Products. Pursuant to the 2016 Consolidated Appropriations Act (P.L. 114-113), none of the Financing Proceeds may be used for any part of the Project unless all of the iron and steel products used in the project are produced in the United States. “Iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(12) Comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”), Public Law No. 117-58) which includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.

(13) Comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and the State of Oregon), such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of the maturity of the Bonds, termination and repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

(14) Comply with the applicable EPA general terms and conditions available at: https://www.epa.gov/system/files/documents/2022-09/fy_2022_epa_general_terms_and_conditions_effective_october_1_2022_or_later.pdf

(15) Incorporation by Reference. The above state and federal laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. Recipient shall:

(1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.

(2) Provide OBDD with copies of all Oregon Health Authority – approved plans and specifications relating to the Project, and a timeline for the construction bidding / award process, at least ten (10) days before advertising for bids.

(3) Provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.

(4) Complete an environmental review in accordance with the state environmental review process and in compliance with state and federal environmental laws prior to any construction work on the Project.

(5) Permit OBDD to inspect the Project at any time.

(6) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.

(7) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.

(8) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.

(9) In the case of construction projects, prior to final disbursement of the Loan, Recipient shall install necessary source meters and service meters on all connections throughout the System.

D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a “qualified management contract” as described in IRS Revenue Procedure 97-13, as amended or supplemented.

E. Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.

F. Insurance, Damage. Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.

G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit C, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days’ prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient’s obligations under the Financing Documents and payment of OBDD’s costs related to such assumption, and receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term “Bond Counsel” means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees otherwise in writing. If

Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by OBDD.

H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied to prepay the outstanding balance of the Loan in accordance with section 4.D.(1).

I. Financial Records. Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.

J. Inspections; Information. Recipient shall permit OBDD, and any party designated by OBDD, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.

K. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds until the date that is three years following the later of the final maturity or earlier retirement of all of the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

L. Economic Benefit Data. OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion date. Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.

M. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.

N. Notice of Event of Default. Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

O. Contributory Liability and Contractor Indemnification.

(1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified

Party") with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regards to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

(2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.

P. Further Assurances. Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.

Q. Exclusion of Interest from Federal Gross Income and Compliance with Code.

(1) Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.

(2) Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be "disproportionate related business use" or private business use unrelated to the

government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.

(3) Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(4) Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.

(5) Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.

(6) Upon OBDD’s request, Recipient shall furnish written information regarding its investments and use of the Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.

(7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Loan and the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.

(8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. § 1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Loan.

SECTION 9 - DEFAULTS

Any of the following constitutes an "Event of Default":

A. Recipient fails to make any Loan payment when due.

B. Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.

C. Any false or misleading representation is made by or on behalf of Recipient, in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project or in regard to compliance with the requirements of section 103 and sections 141 through 150 of the Code.

D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;

(2) Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;

(3) Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;

(4) Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or

(5) Recipient takes any action for the purpose of effecting any of the above.

E. Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.

F. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:

(1) Terminating OBDD's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.

(2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.

(3) Barring Recipient from applying for future awards.

(4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, pursuant to ORS 285A.213(6) and OAR 123-049-0040.

(5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.

(6) Exercising any remedy listed in OAR 123-049-0040.

B. Application of Moneys. Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; next, to pay interest due on the Loan; next, to pay principal due on the Loan, and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.

C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than OBDD notice required in section 9 of this Contract.

D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 11 - MISCELLANEOUS

A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract and the other Financing Documents.

B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.

(1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.

(2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.

(3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.

(4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.

(5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:

(1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.

(2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by Recipient's email system that the notice has been received by Recipient's email system or 2) Recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD:	Deputy Director Oregon Business Development Department 775 Summer Street NE Suite 310 Salem, OR 97301
If to Recipient:	City Manager City of Ontario 444 SW 4th Street Ontario OR 97914

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON
acting by and through its
Oregon Business Development Department

By: ______________________________
Chris Cummings, Deputy Director

Date: ______________________________

CITY OF ONTARIO

By: ______________________________
The Honorable Deborah Kaye Folden, Mayor

Date: ______________________________

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ David Berryman as per email dated 5 November 2024
David Berryman, Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

"Act" means "Safe Drinking Water Act," 42 U.S.C. Sec. 300f, and all subsequent amendments, including the Amendments of 1996, Public Law 104-182.

"Award" means the award of financial assistance to Recipient by OBDD dated 04 October 2024.

"C.F.R." means the Code of Federal Regulations.

"Code" means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

"Costs of the Project" means Recipient's actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

"Counsel" means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

"Financing Documents" means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD's financing of the Project.

"Financing Proceeds" means the proceeds of the Section 2.A. Loan and the Forgivable Loan.

"Forgivable Loan" means the forgivable Loan described in section 2.B. of this Contract.

"Section 2.A. Loan" means the Loan described in section 2.A. of this Contract.

"Lottery Bonds" means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan.

"Municipality" means any entity described in ORS 285B.410(9).

"ORS" means the Oregon Revised Statutes.

"Project Completion Date" means the date on which Recipient completes the Project.

"System" means Recipient's drinking water system, which includes the Project or components of the Project, as it may be modified or expanded from time to time.

Exhibit B – Loan Security

A. Full Faith and Credit Pledge. Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11b, of the Oregon Constitution to pay the amounts due under this Contract. This Contract is payable from and secured by all lawfully available funds of Recipient.

B. Pledge of Net Revenues of the System

(1) All payment obligations under this Contract and the other Financing Documents are payable from the revenues of Recipient's System after payment of operation and maintenance costs of the System ("Net Revenues"). Recipient irrevocably pledges and grants to OBDD a security interest in the Net Revenues to pay all of its obligations under this Contract and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or any other act, and the lien of this pledge is superior to and has priority over all other claims and liens, except as provided in subsections 2 and 3 of this section B, to the fullest extent permitted by ORS 287A.310. Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310. The lien of the pledge made under this subsection 1 is hereinafter referred to as the "OBDD Lien".

(2) Recipient shall not incur, without the prior written consent of OBDD, any obligation payable from or secured by a lien on and pledge of the Net Revenues that is on parity or superior to OBDD Lien.

(3) Notwithstanding the requirements of subsection 2 of this section B, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with OBDD Lien. Nothing in this paragraph will adversely affect the priority of any of OBDD's liens on such Net Revenues in relation to the lien(s) of any third party(ies).

(4) Recipient shall charge rates and fees in connection with the operation of the System which, when combined with other gross revenues, are adequate to generate Net Revenues each fiscal year at least equal to 120% of the annual debt service due in the fiscal year on the Loan and any outstanding obligation payable from or secured by a lien on and pledge of Net Revenues that is superior to or on parity with OBDD Lien.

(5) Recipient may establish a debt service reserve fund to secure repayment of obligations that are payable from or secured by a lien on and pledge of Net Revenues that is on parity with OBDD Lien, provided that no deposit of the Net Revenues of the System into the debt service reserve fund is permitted until provision is made for the payment of all debt service on the Loan and any other obligations payable from or secured by a lien on and pledge of Net Revenues that is superior to or on parity with OBDD Lien (including any obligations described in subsection 3 above) for the 12-month period after such deposit.

Exhibit C - Project Description

Recipient will replace its existing Eastside water reservoirs with a new 3.0-million-gallon reservoir and booster pump station located at Recipient's existing water treatment plant site. Recipient will refurbish the existing concrete clear wells at Recipient's treatment plant.

EXHIBIT D - PROJECT BUDGET

Line Item Activity	OBDD SDWRLF-BIL Funds S25003	OBDD W/WW Funds Y25003
Design/Engineering	$1,088,000	$0
Construction	$4,112,600	$1,670,000
Construction Contingency	$544,400	$0
Labor Standards	$15,000	$0
Environmental Review	$25,000	$0
Grant Administration, Project Management/Federal Requirements Assistance	$40,000	$0
Legal Fees	$75,000	$0
Cultural Resource Report(s) and Monitoring	$25,000	$0
Permitting and Regulatory Fees	$25,000	$0
Environmental Permitting	$50,000	$0
Total	$6,000,000	$1,670,000

EXHIBIT E - INFORMATION REQUIRED BY 2 CFR § 200.332(A)(1)

Federal Award Identification:

(i) Subrecipient* name (which must match registered name in SAM): City of Ontario

(ii) Subrecipient's Unique Entity Identifier (SAM): MC47D136GC46

(iii) Federal Award Identification Number (FAIN): 02J50601

(iv) Federal Award Date: 20 September 2023

(v) Sub-award Period of Performance Start and End Dates: beginning at Contract execution and ending on the last day of the month occurring 36 months after the date of this Contract.

(vi) Sub-award Budget Period Start and End Dates: beginning at Contract execution and ending on the last day of the month occurring 36 months after the date of this Contract.

(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: $6,000,000

(viii) Total Amount** of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: $6,000,000

(ix) Total Amount** of the Federal Award committed to the subrecipient by the pass-through entity: $6,000,000.

(x) Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): This agreement provides funding to Oregon Health Authority under the Safe Drinking Act: Section 1452 and Infrastructure Investment and Jobs Act (IIJA) PL117-58. The purpose of this agreement is for a capitalization grant which provides funds for the recipient's Drinking Water State Revolving Fund (DWSRF) program with the primary purpose to address emerging contaminants in drinking water with a focus on projects addressing perfluoroalkyl and polyfluoroalkyl substances (PFAS). Emerging contaminants refer to substances and microorganisms, including manufactured or naturally occurring physical, chemical, biological, radiological, or nuclear materials, which are known or anticipated in the environment, that may pose newly identified or re-emerging risks to human health, aquatic life, or the environment. These substances, microorganisms or materials can include many different types of natural or manufactured chemicals and substances – such as those in some compounds of personal care products, pharmaceuticals, industrial chemicals, pesticides, and microplastics. Section 1452 of the Safe Drinking Water Act (SDWA) authorizes the state to utilize funds to further the health protection objectives of SDWA. The state has submitted an Intended Use Plan (IUP) as part of the application package for this capitalization grant. This IUP contains a list of the capital projects that address emerging contaminants that may receive funding from this grant. The recipient may also use some of the funding for specific "set-asides" to provide technical assistance to small systems, program administration, state program management and other allowable uses. The benefits of this grant will be to capitalize the recipient's DWSRF with primary purpose to address emerging contaminants in drinking water with a focus on projects addressing PFAS. The fund can be used for eligible set-aside activities related to PFAS and other emerging contaminants. These public health benefits will be statewide. Subrecipient activities include the implementation of the IIJA emerging contaminants program to ensure safe and adequate supplies of drinking water.

(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

(a) Name of Federal awarding agency: U.S. Environmental Protection Agency

(b) Name of pass-through entity: Oregon Business Development Department

(c) Contact information for awarding official of the pass-through entity: Jon Unger, Infrastructure Programs Manager, 503-507-7107

(xii) The Federal Assistance Listing (formerly CFDA) Number and Name: 66.468 Capitalization Grants for Safe Drinking Water State Revolving Funds,
Amount: $6,000,000

(xiii) Is Award R&D? No

(xiv) Indirect cost rate for the Federal award: 10%

* For the purposes of this Exhibit E, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD.

** The total amount of federal funds obligated or committed to the Subrecipient by the pass-through entity is the total amount of federal funds obligated or committed to the Subrecipient by the pass-through entity during the current state fiscal year, which runs from July 1 through June 30.

EXHIBIT F – CERTIFICATION REGARDING LOBBYING

(Awards in excess of $100,000)

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

(1) 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.

(2) 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 ______________________________

Title Mayor, City of Ontario

Date ______________________________

Exhibit G – Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e)

For purposes of this Exhibit G only, "recipient" or "recipient State" or "State recipient" refers to OBDD, and "sub recipient" refers to Recipient of this Contract.

1. Applicability of the DB prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor https://sam.gov/ weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii)If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor https://sam.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from https://sam.gov/ into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project carried out in whole or in part with assistance made available by the DWSRF, and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the Safe Drinking Water Act, Section 1452(a)(5), the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DB Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the DB poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from DOL's website, https://sam.gov/.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar) and supporting materials to WHD-CBACONFORMANCE_INCOMING@dol.gov and to the EPA DB Regional Coordinator concurrently. The DOL Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar) which indicates the State award official's disagreement and supporting materials to WHD-CBACONFORMANCE_INCOMING@dol.gov and to the EPA DB Regional Coordinator concurrently. The DOL Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the DB Act have been met. The Secretary of Labor may require the contractor to set aside assets in a separate account for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the DOL, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted

contract subject to DB prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the DB Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the DB Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the DOL for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the EPA or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained

in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with DB and Related Act requirements. All rulings and interpretations of the DB and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the DOL set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, DOL, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the DB Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the DB Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with

respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient**,** upon written request of the EPA Award Official or an authorized representative of the DOL, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA and the DOL, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractor's and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S DOL or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at https://www.dol.gov/agencies/whd/contact/local-offices.

ONTARIO FIRE & RESCUE 2ND QUARTER REPORT

October through December 2024

INCIDENT STATISTICS

2024 Second Quarter (October through December)	City	Rural	Total	
Medical Emergencies	354	64	**418**	
Tiered Medical Calls (Non-Emergency)	73	4	**77**	*16%*
Fire Related Calls	61	29	**90**	*15%*
Hazmat	0	0	**0**	
Generals	8	11	**19**	
Mutual Aid Given	3	3	**6**	
Overdoses	6	4	**10**	
Total	**488**	**97**	**585**	
	83%	*17%*		

- **Comparison to 2015 Quarterly Average**
- 2% Increase in Medical Calls for Service
- 34% Increase in Fire Calls for Service

MAJOR INCIDENTS

- Vehicle into power pole: NW Washington / HWY 201 – Fatality
- Employee injured by forklift – lower extremity
- Welcome Center – Self-inflicted GSW – DOA
- I84 MP 372 – Head on collision – Fatality
- 600 Block East Idaho Ave. – MVC, downed powerlines, extrication.
- Mutual Aid Assist to Fruitland for church fire.
- NW 4th Street structure fire – complete loss, no injuries.
- Vehicle into State Farm office – no injuries
- Tent fire at the unhoused site – propane explosions.
- RV fire at the Flats – no injuries, total loss
- Structure fire – SW 18th Avenue – no injuries, total loss
- RV fire, Central Drive – total loss, several K9 fatalities.
- Mutual Aid Assists to Vale and Payette for structure fires.

FIRE PREVENTION

- The Ontario Building Department is an invaluable partner in fire prevention.

- OSFM Deputy Randy Fales continues to assist Ontario Fire with facility inspections throughout the year. Deputy Fales is helping to train career firefighters in fire prevention inspections.

- Ontario Police Department continues to be a valuable partner in fire prevention as well.

- Fire prevention is a vital part of our operations and includes community education, plan review, inspections, code enforcement, fire investigation, and continuing education.

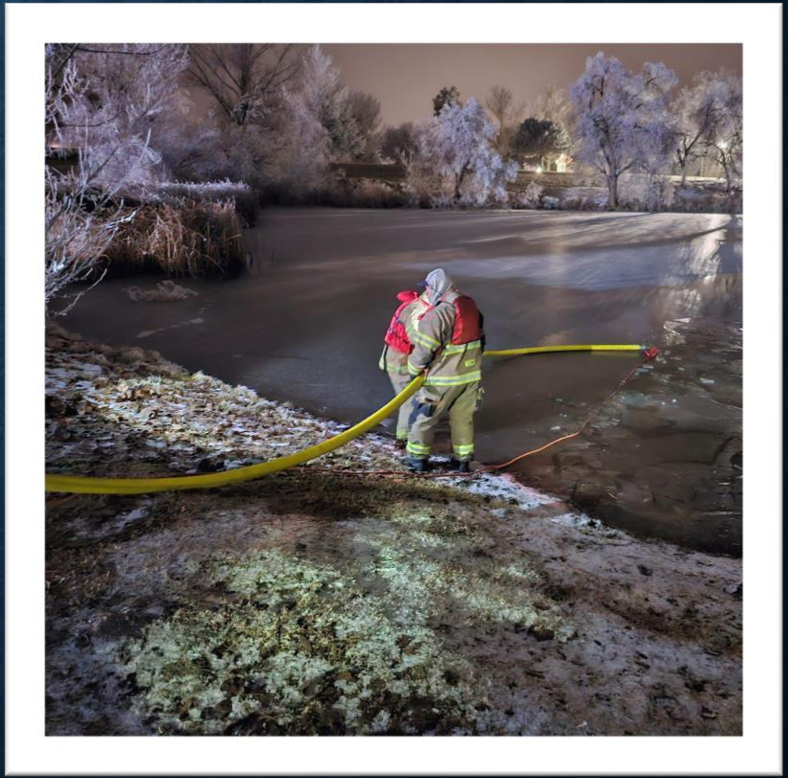
- Visits to all 8C Schools for fire prevention/education.

COMMUNITY ENGAGEMENT & EDUCATION

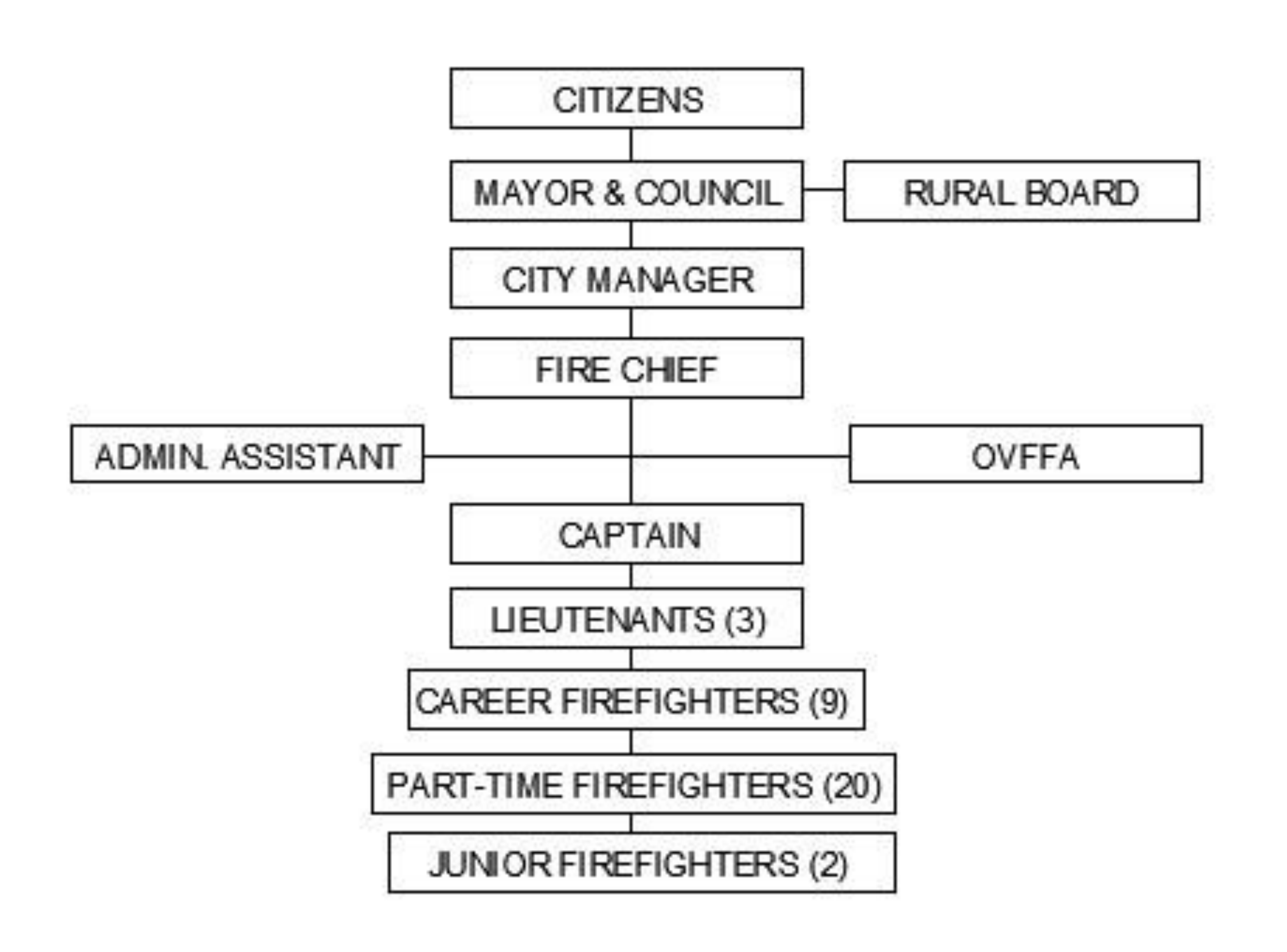
- Malheur County Local Emergency Planning Committee (LEPC)
- Snake River Valley Fire Chiefs Association
- Coffee with the Veterans – Captain Jared Gammage
- Ontario Area Chamber of Commerce
- National Night Out Committee
- Attended three community Trunk or Treats
- Veteran's Day Parade
- Winter Wonderland Parade
- Christmas Family Blessing

TRAINING & PROFESSIONAL DEVELOPMENT

- Regular Tuesday night trainings (drills). Part-time, on-call firefighters are required to attend at least 50% of drills.
- Daily training by duty crews – Our career firefighters are required to train a minimum of one-hour per shift.
- All training is designed to meet minimum State and Federal standards to keep all firefighters current with fire and EMS training standards.
- Snake River Valley Training Officers Association and Snake River Valley Fire Chiefs Association – Training and operations with 32 area fire departments, which also includes a mutual aid agreement. Mutual aid is becoming increasingly important to all fire departments in the area.



ORGANIZATIONAL CHART

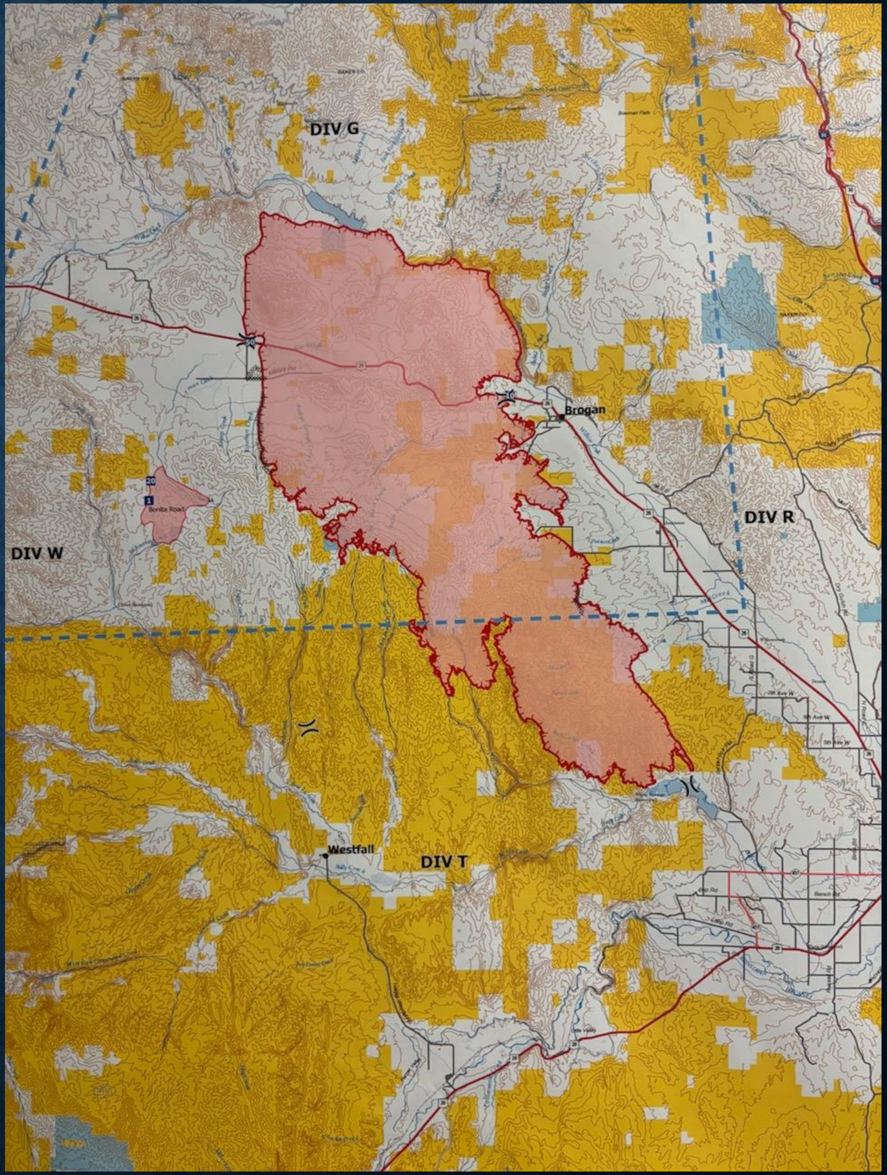


PERSONNEL

- Our people are our greatest asset.
- Ontario Fire & Rescue currently operates with a minimum staffing level of two firefighter/EMTs covering our response area 24 hours a day, 365 days a year.
- 70% of the time we have three on duty. 30% of the time we operate with two on Rescue 1 due to vacation and sick time.
- The addition of the Captain position has greatly enhanced our safety and capabilities on Monday through Friday, 8:00 AM until 5:00 PM. This position provides 2-in-2-out around 23% of the time. It also provides for division supervision and greatly enhances our incident command system.
- We continue to be affected by the decline of people interested in being part-time, on-call firefighters. This has been a nation-wide issue for several years.

1ST QUARTER FINANCIAL IMPACT

- The State of Oregon had a historic wildfire season this year resulting in a record-setting 17 Governor-issued Conflagration Acts.
- OSFM deployed 88 task forces from Oregon’s fire service, along with other Federal and out of state resources.
- The Cow Valley and Durkee fires threatened Ontario, resulting in an “all hands-on deck” approach to prepare for the potential impact to our community.
- The combination of local fuel conditions and fire responses, mutual aid assistance to help neighboring communities, and preparations for potential mega-fire impact in Ontario resulted in a higher-than-normal use of funds allocated for personnel and overtime.
- As of November 21, 2024, our remaining FY funding for part-time personnel is at 9.69%.This percentage will improve when funding from the OSFM Wildland Grant is added to the Personnel budget. Overtime remaining for this FY is at 55.8%.
- The OSFM Wildland Staffing Grant provided $35,000 for Ontario. These funds were spent by the end of August and helped us upstaff during red flag warnings and other high fire risk conditions (example 4th of July).



STRATEGIC INITIATIVES

- Safe and adequate staffing levels. Our goal is to provide Ontario with a minimum staffing level of four firefighters/EMTs, 24 hours a day, 365 days a year. This goal not only provides a safer working environment for our firefighters, but also greatly increases our capability to aggressively attack fires and affect rescues in our community. We are working with the City Council and Staff, the Ontario Rural Fire Protection District, and other important stakeholders to explore funding options to reach this goal.
- Work with our partners to find ways to provide Ontario Police Department more space at City Hall.
- Community Risk Assessment / Standard of Cover project is complete. We are using the recommendations from this important study to guide us into the future with the goal of continually improving our service to the community.
- Enhance the partnership between the City of Ontario and the Ontario Rural Fire Protection District. This relationship is vital to the success of your fire department.

THANK YOU!

We are grateful to serve the citizens of Ontario!

MALHEUR COUNTY COURT MINUTES

March 19, 2025

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. 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. 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 # 2025-0744

ONTARIO AREA CHAMBER NETWORKING & LEADERSHIP PROGRAM

Present for the County Court meeting were participants of the Ontario Area Chamber Networking & Leadership Program. Introductions were made. The Court members gave an overview of their positions and answered questions from the Ontario Area Chamber Networking & Leadership Program participants. Also present were elected officials Assessor Chris Russell, Treasurer/Tax Collector Jennifer Forsyth, and Clerk Gayle Trotter and they provided information on their positions and answered questions.

COUNTY ENERGY RESILIENCE PROGRAM GRANT

Commissioner Jacobs moved to approve State of Oregon Department of Energy Standard Grant Agreement County Energy Resilience Program, Agreement No. 25-023. Commissioner Mendiola seconded and the motion passed unanimously. Economic and Community Development Director Taylor Rembowski explained that the grant funds will be used to hire a technical assistance provider to assist with creating a County Energy Resilience Plan.

The Ontario Area Chamber Networking & Leadership participants left the meeting.

Administrative Officer Lorinda DuBois and Building Official Adele Schaffeld joined the meeting.

CROSSING PERMITS

Commissioner Jacobs moved to approve Crossing Permit #14-25 to Rally Networks for work on Railroad Avenue #874, Clark Boulevard #857, Alameda Drive #893 and SW 18th Avenue #887; and Crossing Permit #15-25 to Farmers Mutual Telephone Company for work on 3rd Street N #928, Gamble Road #849, and Arcadia Boulevard #928. Commissioner Mendiola seconded and the motion passed unanimously. Original permits will be kept on file at the Road Department.

COURT MINUTES

Judge Joyce moved to approve Court Minutes of March 5, 2025 as written. Commissioner Mendiola seconded and the motion passed. (Commissioner Jacobs was not present on March 5, 2025 and abstained from the vote.)

BUDGET TRANSFER RESOLUTION

Commissioner Mendiola moved to approve Resolution R25-10: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Jacobs seconded and the motion passed unanimously. See instrument # 2025-0745

GOODFELLOW GATE PROJECT - UPDATE

One quote was received for the Goodfellow Gate project. The quote was not complete and Commissioner Mendiola said he would contact the contractor and request additional information.

COMMUNITY MENTAL HEALTH, LOCAL ALCOHOL AND DRUG AND DEVELOPMENT DISABILTIES ADVISORY COMMITTEE MEMBERSHIP

The membership roster for the Community Mental Health, Local Alcohol and Drug and Development Disabilities Advisory Committee had membership changes and needed updated. Commissioner Jacobs moved to appoint the following to the advisory committee: Christine Phillips, Director of Department of Human Services Child Welfare; Rebecca Stricker, Director of Malheur County Health Department; Ted Martinez, Director of Malheur Juvenile Department; Jennifer Susuki, Student Wellness Coordinator at Malheur County Education Service District; Jose Marquez, Mental Health Supervisor at Ontario School District; Connie Tanaka, Director of Malheur County Veterans Service Office; Jim St. Michell, Director of Malheur County Community Corrections; Travis Johnson, Malheur County Sheriff; Jason Cooper, Ontario City Police Department Chief; Don Ballou, Nyssa City Police Department Chief; Anna LaRosa, Saint Alphonsus Medical Center; and Michelle Belnap, Community Member. Commissioner Mendiola seconded and the motion passed unanimously. Current vacancies on the committee include: County Ambulance Service Director; Client/Consumer of Lifeways Recovery Center; and Client/Consumer of Developmental Disabilities Services of family member. Judge Joyce is the County Court Ex-Officio member, Lifeways and Valley Family are also ex-officio members.

BUDGET COMMITTEE

Commissioner Jacobs moved to appoint Dave Ingram and Cheri Hung to the County budget committee. Commissioner Mendiola seconded and the motion passed unanimously.

RESOLUTION - CIVIL RIGHTS PROGRAM TITLE VI

Commissioner Jacobs moved to approve Resolution R25-09: In the Matter of Adopting Malheur County's Civil Rights Program Title VI, Limited English Proficiency Plan for Public Transportation Services. Commissioner Mendiola seconded and the motion passed unanimously. The Plan will be submitted to ODOT (Oregon Department of Transportation) in satisfaction of federal requirements. See instrument # 2025-0746

LUBA REMAND - LEE; ORDINANCE NO. 235

County Counsel Stephanie Williams discussed with the Court the remand from the State Land Use Board of Appeals (LUBA) in the Darren Lee aggregate matter (Ordinance No. 235.) The Planning Commission made findings that the site should not be mined and recommended that the site not be placed on the Goal 5 inventory. The County Court determined that the was a significant aggregate resource, based on location, quality and quantity, and placed it on the Goal 5 inventory (Ordinance No. 235). LUBA upheld the County Court's decision to place the site on the Goal 5 inventory as a significant aggregate resource. LUBA also concluded that the County did not complete its fact-finding process in Ordinance Number 235 to determine whether mining is permitted and remanded the decision of the County Court. The applicant, Darren Lee, submitted a request in February that the County proceed with a remand hearing. A final decision on the remand must be made within 120 days.

The Court has the sole discretion to determine how the hearing will be conducted. The hearing can be held based on the record with no new argument or evidence; open the hearing up to allow new testimony and evidence; or based on the record with oral and written argument only. The Court will need to make findings that determine the impact area and conflicts within the impact area, and determine whether impacts like dust, noise and other conflicts such as impacts to groundwater and agricultural practices can or can't be minimized. The applicant believes that conflicts can be minimized through reasonable and practical measures and that conditions of approval can be made in order to mitigate those conflicts. If conflicts cannot be minimized then the Court must complete an ESEE analysis. After discussion, Commissioner Jacobs moved to hold the remand hearing based on the record with oral and written argument only, limited to whether or not to allow mining; and no new evidence will be considered. Commissioner Mendiola seconded and the motion passed unanimously. The hearing will be held on April 30, 2025; notice will be sent to all parties and landowners to the original planning and zoning proceeding and affected agencies.

COURT ADJOURNMENT

Commissioner Mendiola moved to adjourn the meeting. Commissioner Jacobs seconded and the motion passed unanimously.

MISSION STATEMENT: TO CREATE A HEALTHY, SAFE, DIVERSE, AND PROSPEROUS CITY BY ENGAGING COMMUNITY MEMBERS TO DEVELOP AN ENRICHED QUALITY OF LIFE.

Ontario Visitor and Convention Board
Thursday, April 3, 2025, 7:00 AM, Ontario Chamber Office 251 SW 9th ST

CALL TO ORDER: This agenda was emailed on March 29, 2025

Roll Call: Bob Quinn _____ Debbie Blackaby _________Cheryl Cruson ___Doug Dean __
Terry Dols_____Adrianna Contreras ______Lynelle Christiani _____

City Manager: Dan Cummings______
V&C Director: John Breidenbach______

NEW BUSINESS: Grant Request- ORE-IDA Judo Club- Michael Pratt.
Ontario Speedway- 2025 Sprint Boat test and tune.
Ontario Speedway -2nd Annual Big Nasty Obstacle Adventure

Approval of Minutes February 6, 2025 Meeting.

Review Financial Report – Terry Dols

V&C Director Report- John Breidenbach

COMMENTS FROM COMMITTEE MEMBERS

Attachments
1. ***Grant request***
2. ***March 6, 2025 Minutes***
3. ***V&C Financials***

Ontario V&C Minutes
March 6, 2025
7:00 am
Ontario Area Chamber of Commerce Office

The meeting was called to order at 7:00 am. Bob Quinn

Roll Call – **Board Members present** Bob Quinn, Debbie Blackaby, Cheryl Cruson, Lynelle Christiani, Terry Doles,

Board Members absent: Doug Dean, Adrianna Contreras

Ex-Officio Members Present: V&C Director John Breidenbach, City Manager Dan Cummings

NEW BUSINESS

Grant Request: Sister City Visit: Debbie Blackaby motioned to approve the grant request for $1000 for the new Banners and was seconded by Lynelle Christiani; the motion passed 5-0

MINUTES/FINANCIALS

February 6, 2025, minutes were reviewed. Cheryl Cruson motioned to approve, and Debbie Blackaby seconded. Motion passed 5-0

Terry Dols presented the financials. Cheryl Cruson motioned to approve, and Lynelle Christiani seconded. Motion passed 5-0

Adjourn: Motion by Terry Dols motioned, and Lynelle Christiani seconded to adjourn at 8:00 am, the motion passed 5-0

VISITORS AND CONVENTION BOARD

C/O Ontario Area Chamber of Commerce
251 SW 9th St.
Ontario, OR 97914
541-889-8012 (Voice) 541-889-8331 (Fax)
info@ontariochamber.com

PROMOTION AND EVENT FUND APPLICATION

GENERAL INFORMATION:

Name of Applicant Organization: Ore-Ida Judo Club Inc.

Complete Mailing Address: P.O Box 780

Telephone: 541-709-0239 Fax:________ E-Mail: mpratt45judo@gmail.com

Principal Contact Michael Pratt

Complete Mailing Address: 1128 Oak Circle Ontario, Or 97914

Telephone: 541-709-0239 Fax:________ E-Mail: mpratt45judo@gmail.com

Name of Event and Date and Time Event Will Be Held: Ore-Ida Tournament Feb-Mar 26

Has organization applied for a V&C Grant Before: ______ **Yes** X **No**

If yes was the V&C grant request approved and for what amount:

_____ **Yes** _____ **No** / **$**________

If grant request was approved did the organization give their 90 day follow-up report

_____ **Yes** _____ **No**

Description of Promotion or Event: 75th Tournament Anniverary

NATURE OF PROMOTION/EVENT:

_____ Tourism based capital project

x Multi-night local lodging event

_____ Special media promotion

x Education and/or training project

Amount of Funding Support Requested: /$ 5000

Total Promotion/Event Budget: $ 15,000

What specific expenditures will the granted funds be used for?*: see attatched

List promotion/event supporters or partners**: see tournament book

PROJECTED PROMOTION/EVENT IMPACT:

Describe how the promotion/event will impact the Ontario economy (e.g., room nights, number of visitors/attendees, restaurant sales, retail sales, etc.)*:

visitors, officials, contestents, parents, guests

over night stays, food, tax,

FINANCIAL REPORTING REQUIREMENTS:

For established groups, please provide two years of P & L Statements, a current Balance Sheet, and a proposed budget for this year's promotion/event. For newly formed groups, please provide a proposed budget of revenues and expenditures in a form similar to the one below:

PROPOSED REVENUES

Source #1 see attatched list Amount $

Source #2 Amount $

Source #3 Amount $

Source #4 Amount $

Source #5 Amount $

TOTAL REVENUES $

PROPOSED EXPENDITURES

Use #1 see attatched list Amount $

Use #2 Amount $

Use #3 Amount $

Use #4 Amount $

Use #5 Amount $

Use #6 Amount $

Use #7 Amount $

Use #8 Amount $

Use #9 Amount $

Use #10 Amount $

TOTAL EXPENDITURES $

REVENUES MINUS EXPENDITURES $

As a final condition to accepting granted funds, the applicant agrees to provide the Ontario Visitors and Conventions Board with a final report summarizing results of the promotion/event (e.g., attendance, local and regional publicity, hotel/motel occupancy, closing revenue and expenditure report, etc.) within 90 days of the event/promotion.

Mar 10, 2025
Date

M A Pratt
Signed

Michael Pratt
Printed Name of Applicant

Date Received: 3-10-25 Ontario Area Chamber President/CEO:

ORE-IDA JUDO CLUB
INC.
P. O. BOX 780
ONTARIO, OREGON 97914

Itemized exoerses for Ore-Ida judo tournament held March 2, 2024.

Booster Cards	$ 119.50
Sanction Fee	35.00
Smoothcomp points	150.00
Stamps	136.00
Gym Rent	500.00
B & B Printing (Programs)	1,740.48
Trophies	2,988.94
Trophies	118.08
Referee Orei	610.00
Julie & EMT Orei	700.00
USA Judo Fee	60.00
Steph Rents	532.90
Far East Restaurant	260.40
Intermountain Ddeveopment	595.00
Pat M. Tournament Expense	160.00
Jerry M. Tournament Expense	104.25
Total Expenses	$8,810.15

Total expenses for tournament held February 25, 2023 $7,520.17

Property Taxes 2023 to 2024	$2,507.00
Property Taxes 2024 to 2025	2,575.19
Mutual of Enumclaw Building Insurance 7-1-23 to 6-30-24	$3,672.00
Mutual of Enumclaw Building Insurance 7-1-24 to 6-30-25	3,353.00

Utility Expenses 2023-2024 Fiscal Year

Cascade Natural Gas	$1,146.82
City of Ontario (Water)	542.64
Idaho Power Company	614.84
Internet & Phone Service	720.00
Total	$3,024.30

ORE-IDA JUDO CLUB
INC.
P. O. BOX 780
ONTARIO, OREGON 97914

Itemized income for Ore-Ida judo tournament held March 2, 2024

Program Book	$8,650.00
Admission	45.00
Entry Fees	7,247.71
Kifu	3,715.00
Miscellaneous	80.00
Total Income	$19,737.71

Total income for tournament held February 25, 2023 was $17,152.00.

To facilitate our celebration of the 75th annual Ore-Ida judo tournament to be held in February or March of 2026, we project and anticipate an expenditure of $15,000.00. T-shirts and lapel pins will be given to participating competitors. Kodokan lapel pins and neckties will be given to yudansha, referees and officials. In appreciation commemorative plaques will be presented to kifu and program book donors.

VISITORS AND CONVENTION BOARD
C/O Ontario Area Chamber of Commerce
251 SW 9th St.
Ontario, OR 97914
541-889-8012 (Voice)   541-889-8331 (Fax)
ceo@ontariochamber.com

PROMOTION AND EVENT FUND APPLICATION

GENERAL INFORMATION:

Name of Applicant Organization:_ Ontario Speedway LLC________________________________

Complete Mailing Address:_15187 Daniel St., Caldwell, ID 83607__________________________
____

Telephone:_(208) 573-4255____ Fax:_______________E-Mail: rondillon2001@gmail.com
____

Principal Contact Ron Dillon____

Complete Mailing Address:_15187 Daniel St., Caldwell, ID 83607_______________________

Telephone: (208) 573-4255__ Fax:________________ E-Mail: rondillon2001@gmail.com
____

Event Name, Date and Time: **2nd Annual Big Nasty Obstacle Adventure, May 31, 2025, 11am**
Has organization applied for a V&C Grant Before: __X__ Yes ______ No

***If yes, was the V&C grant request approved, and for what amount:**

_____ _____ No / $1,250_____________

***If the grant request was approved, did the organization give their 90-day follow-up report** **Yes ____________ No**

Description of Promotion or Event:_ Facebook ads, direct mailing, packet stuffers at Owyhee Off-Road Challenge (500 packets) and Robie Creek (2,000 packets). Flyers placed around Ontario, Vale and at running stores in Nampa and Boise. ___________________________________

NATURE OF PROMOTION/EVENT:_Obstacle Event (mud run)____________________

_____ Tourism-based capital project

_____ Multi-night local lodging event

______ Special media promotion

______ Education and/or training project

Amount of Funding Support Requested: $__$1,000.00__________

Total Promotion/Event Budget: $ $1,000______________

What specific expenditures will the granted funds be used for?*: Facebook boosts, flyer printing, postage, newspaper ads

List promotion/event supporters or partners**:

Fleet Feet, Nampa & Meridian, Idaho Running Company, Rocky Canyon Sailtoads, Les Schwab Tires, Ontario V&C, Pepsi, Bouncin Bins Inflatables, Riverside Embroidery

PROJECTED PROMOTION/EVENT IMPACT:

Describe how the promotion/event will impact the Ontario economy (e.g., room nights, number of visitors/attendees, restaurant sales, retail sales, etc.)*: Event will bring 100 to 200 additional people to Ontario. This event has great potential as it ran very smoothly last year and most people said that they would return with a friend in 2025. They also said that if the event were held in Nampa or Boise it would pull 1,000+ participants. We just have to get the word out to convince Idaho residents to come over. ALSO, we have deliberately scheduled this event to coincide with the 2nd annual Oregon Trail STOL event at the Ontario Airport, anly a couple of hundred yeards from our event. We are trying to raise awareness and attendance at that event at the same time.

FINANCIAL REPORTING REQUIREMENTS:

For established groups, please provide two years of P & L Statements, a current Balance Sheet, and a proposed budget for this year's promotion/event. For newly formed groups, please provide a proposed budget of revenues and expenditures in a form similar to the one below:

PROPOSED REVENUES

Source #1____**Spreadsheet attached**______ Amount $________________
Source #2________________________ Amount $________________
Source #3__________________________ Amount $________________
Source #4__________________________ Amount $________________
Source #5__________________________ Amount $________________

TOTAL REVENUES $__________________

PROPOSED EXPENDITURES

Use #1_____________________________ Amount $________________
Use #2____________________________ Amount $________________
Use #3_____________________________ Amount $________________
Use #4_____________________________ Amount $________________
Use #5____________________________ Amount $________________
Use #6____________________________ Amount $________________
Use #7____________________________ Amount $________________
Use #8____________________________ Amount $________________
Use #9____________________________ Amount $________________
Use #10___________________________ Amount $________________

TOTAL EXPENDITURES $_______
REVENUES MINUS EXPENDITURES $_______

As a final condition to accepting granted funds, the applicant agrees to provide the Ontario Visitors and Conventions Board with a final report summarizing the results of the promotion/event (e.g., attendance, local and regional publicity, hotel/motel occupancy, closing revenue, and expenditure report, etc.) within 90 days of the event/promotion.

3/25/25
Date

Signed

Ron Dillon
Printed Name of Applicant

Date Received: 3/27 Ontario Area Chamber President/CEO:______________

LAST REVISED 3/15

May 31, 2025 Obstacle Event

Expenses			Revenue		
Fee to City of Ontario		$0.00			
numbers		$0.00	online ticket sales		
3 toilets	$	450.00	On-site camping	$	-
Social Media ads (paid boosting) Airelle	$	500.00			
Print & Web Ads:	$	500.00	On-line camping		
Inflatables 42-slide slide deathdrop	$	-	Online Entry Fees 100 X $40	$	4,000.00
100 t-shirts x $5.25 (if you buy at least 400)	$	685.82	Day of Entry Fees $25 X 10	$	150.00
Liability Insurance	$	500.00			
Kinkos: Copies, Signs & Banners, camping decals, printing	$	139.00	Sponsors: (Chamber)		1000
medals?	$	-	Les Schwab Tires		250
All Credit Card Fees					
Wristbands					
URL fee					
Fuel (includes $69 for Patricia gas)					
Sound System (loaned by airport)	$	-			
Dumpster	$	-			
Trophies,		$0.00			
Food: 4, 6-foot Subway (will feed 100, $399.96) (chips, plates, cookies, $100?)	$	499.96			
Soda Pop and energy drink sld to public and given to staff		$0			
Medical (Treasure Valley Medical) (11am to 12:30) Rate is $125 per hour. $125 x 1.5 hrs	$	188.00			
Sales Tax	$	-			
Constant Contact, monthly e-mail fees		$0			
Jeff Gordon announcer					
Paid Staff Wade $128, Brittney $75,	$	203.00			
Patricia run gate	$	150.00			
Website Maintenance	$	175.00	**Total revenue**		**$5,400.00**
		$0	**total expenses**		**$4,290.78**
Red Podium, monthly on-line registration fees					
refunds			**Event Net**		**$1,109.22**
Misc.		$300			
Total Expenses		**$4,290.78**			

24-foot Vertical Rush Obstacle Dual Lane Slip & Dip - 2 people, dual climber - $699 for 4 hours (get 2?) 4, 15amp outlets, 2 generators

27-foot Triple Slash - 3 people, single climber - $719 for 4 hours
36-foot Blue Crush - 2 people, single climber - $1,579 for 4 hours

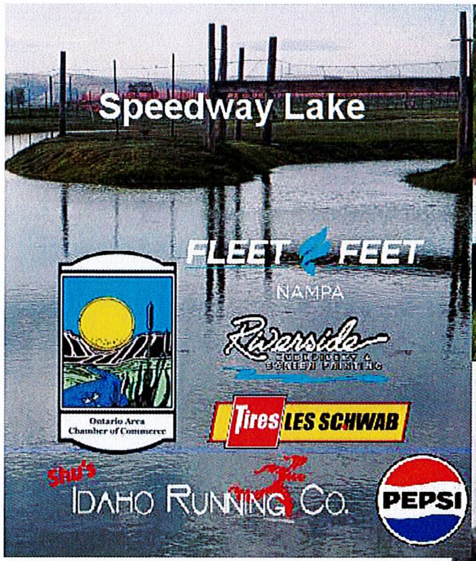
42-foot Death Drop - 1 people, single climber - $1,995 for 4 hours

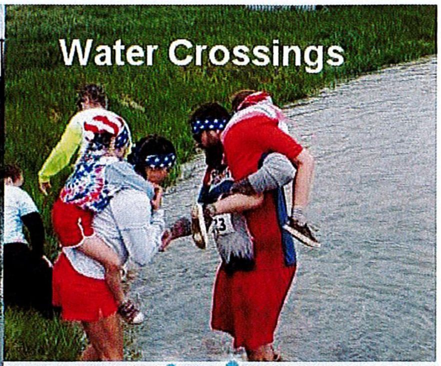
Michelle
40, 52,64, 95,130 obstacles can all be used wet

130 foot obstacle - 2 people at a time - wet or dry - $559 4, 15 amp outlets

The BIG NASTY Adventure

ONTARIO SPEEDWAY





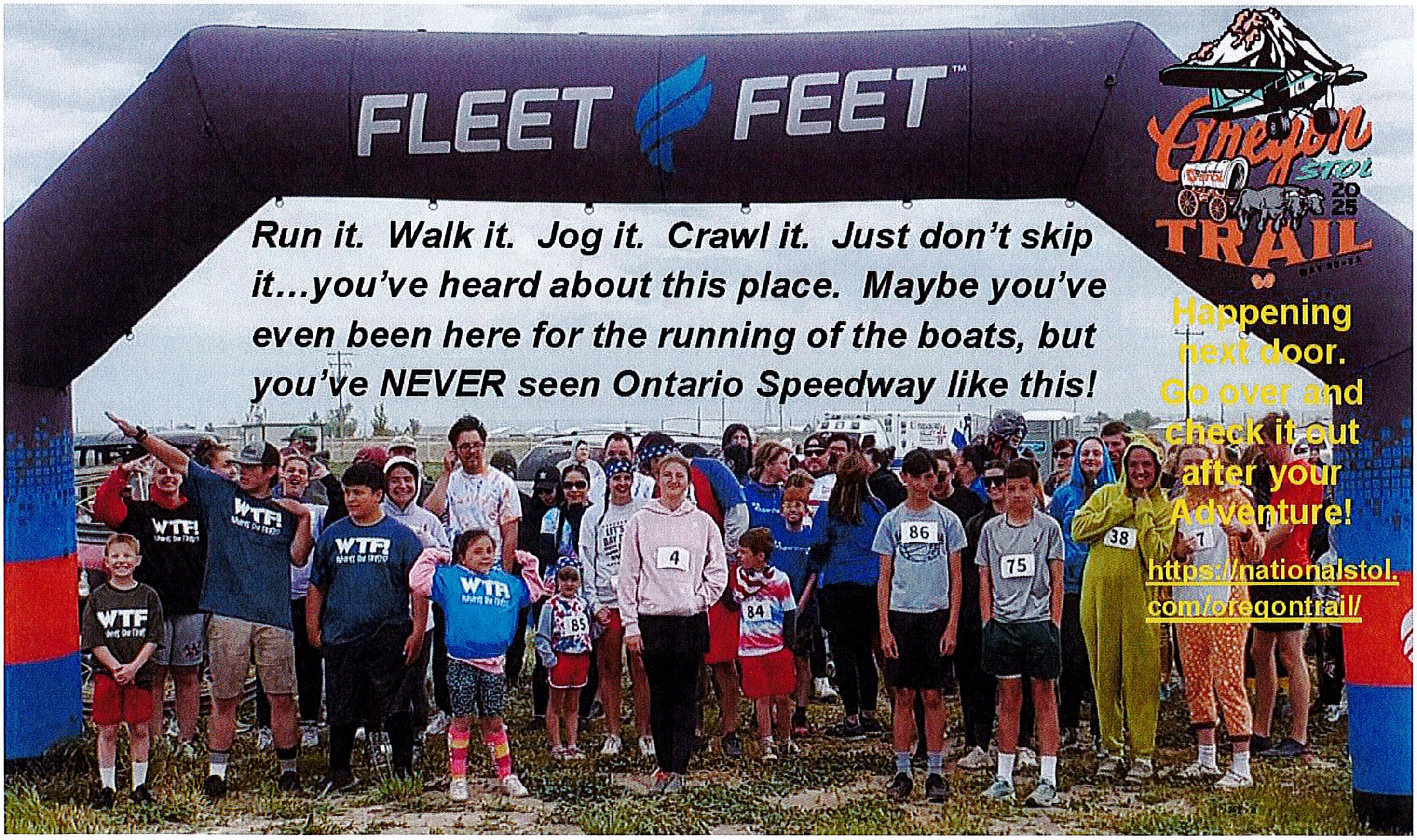
3-Mile FUN, Obstacle Outing

11am Saturday, May 31, 2025

Ontario, Oregon – Easy drive from Boise

1345 Golf Course Rd.
Ontario, OR 97914

A really fun and unique 3-mile, mud walk/run, featuring obstacles including: mud holes, ups, downs, water crossings, and a fun finish. Free, overnight camping in the grass, food and beverages, raffle prizes, cool prizes for best costumes! T-shirts to the first 300 to register.



$40 adults, $25 kids 17-under: includes t-shirt & lunch.

Register online at www.ontariospeedway.com (208) 573-4255

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Ontario, OR 97914
541-889-8012 (Voice)   541-889-8331 (Fax)
ceo@ontariochamber.com

PROMOTION AND EVENT FUND APPLICATION

GENERAL INFORMATION:

Name of Applicant Organization:_ Ontario Speedway LLC______________________________

Complete Mailing Address:_15187 Daniel St., Caldwell, ID 83607________________________

Telephone:_(208) 573-4255____ Fax:______________E-Mail: rondillon2001@gmail.com

Principal Contact Ron Dillon____

Complete Mailing Address:_ 15187 Daniel St., Caldwell, ID 83607______________________

Telephone: (208) 573-4255__ Fax:_______________ E-Mail: rondillon2001@gmail.com

Event Name, Date and Time: **2025 Sprint Boat Test & Tune, May 18, 2025, 9am**

Has organization applied for a V&C Grant Before: __X__ Yes ______ No

****If yes, was the V&C grant request approved, and for what amount:***

_____ _____ No / $5,000 in 2023____________

****If the grant request was approved, did the organization give their 90-day follow-up report* *Yes* ____________ No**

Description of Promotion or Event:_ Facebook ads, e-blasts. Flyers placed around Ontario, Vale, Caldwell, Nampa, and Boise.______________________________

NATURE OF PROMOTION/EVENT:_Jet boat testing and tuning____________________

_____ Tourism-based capital project

_____ Multi-night local lodging event

_____ Special media promotion

_____ Education and/or training project

Amount of Funding Support Requested: $__ $1,000.00____________

Total Promotion/Event Budget: $ 500__________________

What specific expenditures will the granted funds be used for?*:__ Facebook boosts, flyer printing,______

____

List promotion/event supporters or partners**:

Les Schwab Tires, Ontario V&C,____

____

____

____

PROJECTED PROMOTION/EVENT IMPACT:

Describe how the promotion/event will impact the Ontario economy (e.g., room nights, number of visitors/attendees, restaurant sales, retail sales, etc.)*: Event will bring 300 to 500 additional people to Ontario. This event is our first step in restarted the facility to full-blown racing that will resume in 2026.

____

FINANCIAL REPORTING REQUIREMENTS:

For established groups, please provide two years of P & L Statements, a current Balance Sheet, and a proposed budget for this year's promotion/event. For newly formed groups, please provide a proposed budget of revenues and expenditures in a form similar to the one below:

PROPOSED REVENUES

Source #1____**Spreadsheet attached**______ Amount $________________
Source #2______________________ Amount $________________
Source #3________________________ Amount $________________
Source #4________________________ Amount $________________
Source #5________________________ Amount $________________

TOTAL REVENUES $___________________

PROPOSED EXPENDITURES

Use #1___________________________ Amount $________________
Use #2__________________________ Amount $________________
Use #3___________________________ Amount $________________
Use #4___________________________ Amount $________________
Use #5__________________________ Amount $________________
Use #6__________________________ Amount $________________
Use #7__________________________ Amount $________________
Use #8__________________________ Amount $________________
Use #9__________________________ Amount $________________
Use #10_________________________ Amount $________________

TOTAL EXPENDITURES $_______
REVENUES MINUS EXPENDITURES $_______

As a final condition to accepting granted funds, the applicant agrees to provide the Ontario Visitors and Conventions Board with a final report summarizing the results of the promotion/event (e.g., attendance, local and regional publicity, hotel/motel occupancy, closing revenue, and expenditure report, etc.) within 90 days of the event/promotion.

3/25/25
Date

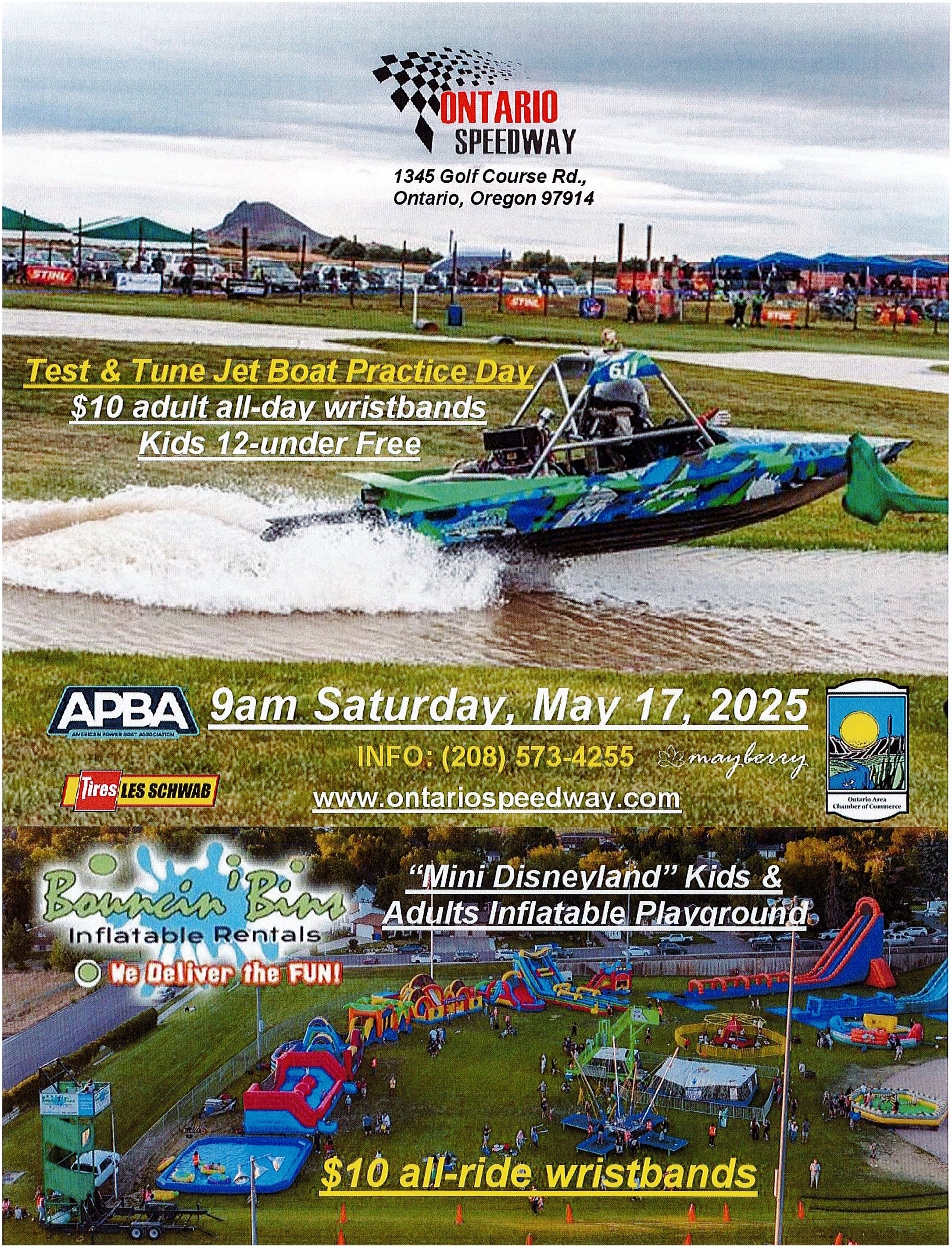
Signed

Ron Dillon
Printed Name of Applicant

Date Received: 3/27/25 Ontario Area Chamber President/CEO:

May, 2025 Ontario Speedway Test & Tune Expenses

	Expenses		Revenue
Medical	$900.00		
Toilets	$500.00	7 teams @ $300 each	$ 2,100.00
Staff (6 x $100) + (1 x $200)	$ 800.00	300 $10 spectators	$ 3,000.00
Insurance	$ 985.00	Chamber sponsorship	$ 1,000.00
PA System (Use airport's)	$ -	Les Schwab sponsorship	$ 250.00
		Mayberry 55 sponsorship	
		Total revenue	**$6,350.00**
		total expenses	**$3,685.00**
		Event Net	**$2,665.00**
Misc.	**$500**		
Total Expenses	**$3,685.00**		


ONTARIO
SPEEDWAY
1345 Golf Course Rd.,
Ontario, Oregon 97914
Test & Tune Jet Boat Practice Day
$10 adult all-day wristbands
Kids 12-under Free
APBA
AMERICAN POWER BOAT ASSOCIATION
9am Saturday, May 17, 2025
INFO: (208) 573-4255
mayberry
Tires LES SCHWAB
www.ontariospeedway.com
Ontario Area Chamber of Commerce
Bouncin' Bins
Inflatable Rentals
We Deliver the FUN!
"Mini Disneyland" Kids &
Adults Inflatable Playground
$10 all-ride wristbands

CITY OF ONTARIO
VISITORS AND CONVENTIONS BOARD
PROMOTIONS AND EVENT FUND
BALANCES THROUGH
DRAFT MARCH 2025

2024	RESOURCES	EXPENSES	BALANCE
BALANCE FORWARD	*$822,814.15*	*$804,239.60*	*$18,574.55*
T.O.T. Disbursement $2500			
JUL'24 Disbursement *Jun'24 Returns/Collected Jul'24*	$2,500.00	$0.00	$21,074.55
AUG'24 Disbursement *Jul'24 Returns/Collected Aug'24*	$2,500.00	$0.00	$23,574.55
SEP'24 Disbursement *Aug24 Returns/Collected Sep'24*	$2,500.00	$4,000.00	$22,074.55
OCT'24 Disbursement *Sep'24 Returns/CollectedOct'24*	$2,500.00	$0.00	$24,574.55
Nov'24 Disbursement *Oct'24 Returns/Collected Nov'24*	$2,500.00	$7,100.00	$19,974.55
Dec'24 Disbursement *Nov'24 Returns/Collected Dec'24*	$2,500.00	$0.00	$22,474.55
2025			
JAN'25 Disbursement *Dec'24 Returns/Collected Jan'25*	$2,500.00	$0.00	$24,974.55
FEB'25 Disbursement *Jan'25 Returns/Collected Feb'25*	$2,500.00	$2,000.00	$25,474.55
MAR'25 Disbursement *Feb'25 Returns/Collected Mar'25*	$2,500.00	$1,000.00	$26,974.55
APR'25 Disbursement *Mar'25 Returns/Collected Apr'25*			$26,974.55
MAY'25 Disbursement *Apr'25 Returns/Collected May'25*			$26,974.55
JUN'25 Disbursement *May'25 Returns/Collected Jun'25*			$26,974.55
TOTAL FISCAL	**$22,500.00**	**$14,100.00**	
ACCRUALS FROM JULY 1997 TO PRESENT	$845,314.15	$818,339.60	$26,974.55

CITY OF ONTARIO VISITORS AND CONVENTIONS BOARD ACTIVITY SUMMARY BEGINNING SEPTEMBER 1997				
DATE	REQUESTOR	REQUESTED	GRANTED	DISBURSED
APR 2024	**NO NEW ACTIVITY**	$ -	$ -	$ -
MAY 2024	**Valley Family Health Care** *2024 Family Health Fair*	$ 1,000.00	$ 1,000.00	$ 1,000.00
JUN 2024	**NO NEW ACTIVITY**	$ -	$ -	$ -
JUl 2024	**NO NEW ACTIVITY**	$ -	$ -	$ -
AUG 2024	**NO NEW ACTIVITY**	$ -	$ -	$ -
SEP 2024	**Treasure Valley Community College** *TVCC New Student Orientation*	$ 2,000.00	$ 1,000.00	$ 1,000.00
SEP 2024	**Vale Mural Society** *Permanent Audio Tour / City Murals*	$ 3,000.00	$ 3,000.00	$ 3,000.00
OCT 2024	**NO NEW ACTIVITY**	$ -	$ -	$ -
NOV 2024	**ProCon Gaming Convention, LLC** **Ashton Chapman** *January 2025 Tabletop Gaming Convention*	$ 3,600.00	$ 3,600.00	$ 3,600.00
NOV 2024	**Four Rivers Cultural Center & Museum** *Artificial 25' Lit Christmas Tree* *Addition to Exterior Light Show*	$ 700.00	$ -	$ -
NOV 2024	**R & R PROMOTIONS** **Ron Dillon / Ontario Speedway** *Fall Maze Motorcycle & 4-Wheeler Race*	$ 1,000.00	$ 1,000.00	$ 1,000.00
NOV 2024	**Treasure Valley Community College** *Light Up the Season - Christmas Light & Music Display*	$ 3,000.00	$ 2,500.00	$ 2,500.00
DEC 2024	**NO NEW ACTIVITY**	$ -	$ -	$ -
JAN 2025	**ONTARIO MUNICIPAL AIRORT** *Oregon Trail STOL*	$ 15,000.00	$ -	$ -
FEB 2025	**BETTER TOGETHER, INC.** *2025 Serve Day*	$ 2,000.00	$ 2,000.00	$ 2,000.00
MAR 2025	**Ontario Sister Cities Committee** *March 2025 Student Visit*	$ 1,000.00	$ 1,000.00	$ 1,000.00
		$ -	$ -	$ -
3/25/2025		$ 926,368.04	$ 792,472.77	$ 792,472.77