

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



**COUNCIL MEETING AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
TUESDAY, JULY 22, 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 July 18, 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) Adopt City Council Meeting Minutes: July 8, 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) OLD BUSINESS

- A) Hartman Land Lease
- B) **DAC Questions Presented by Councilor Adrianna Contreras**

7) NEW BUSINESS

- A) **~~Appointments to Committees: DAC and Airport~~ Moved to August 26, 2025**
- B) Letter of Support: DLCD Grant Application
- C) Resolution #2025-120: Assigning Moore Park to a Service Club
- D) Resolution #2025-121: Amend Budget to Add Funding for Sister City Program

8) DEPARTMENT HEAD UPDATES

- A) Fire & Rescue: Quarterly Report
- B) Police: Quarterly Report

9) DISCUSSION ITEMS

- A) Idaho Concrete Property

10) HAND-OUTS

- A) Minutes: County Court 06-25-2025; 07-09-2025
- B) Check Register: June, 2025

11) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

12) 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.

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CITY COUNCIL MEETING MINUTES July 8, 2025

The scheduled meeting of the Ontario City Council was called to order by Mayor Deborah Folden at 6:00 p.m. on Tuesday, July 8, 2025, in the Council Chambers of City Hall. Council members present were Deborah Folden, Ken Hart, Susann Mills, John Kirby, Adrianna Contreras, and Michael Braden. Penny Bakefelt was excused.

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

Also present were Shawn Moffit, Northwest Director, Jacobs OMFS, and Royle Davis, Regional Director, Jacobs, OMFS.

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

AGENDA

This Agenda was posted Thursday, July 3, 2025. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

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

CONSENT AGENDA

KIRBY moved, MILLS seconded, **TO ADOPT THE CONSENT AGENDA, WHICH CONSISTED OF ADOPTION OF THE COUNCIL MEETING MINUTES OF JUNE 24, 2025**. Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-out; Folden-yes. Motion carried 6/0/1.

PRESENTATION

Jacobs Engineering Group

Mayor Folden asked the members of Jacobs to please join her in front of the dais. Casey Mordhorst, Al Haun, Marshall Pierce, Shawn Moffit, and Royle Davis stood with Mayor Folden as she presented the Jacobs team with a Plaque of Appreciation from the City of Ontario for their years working with the city and staff. They were a great asset to this community and everyone truly enjoyed their working relationship. They were a great addition to the city team, they were dedicated, and those who worked at the Ontario office represented the Jacobs company extremely well. Everyone looked forward to continuing this great working relationship.

Mr. Mordhorst thanked the Mayor and voiced his appreciation for the working relationship with the city.

Staff also thanked the company for the working relationship, and voiced their appreciation for all they did for the city.

OLD BUSINESS

Ordinance #2838-2025: Amend OMC 2-14 re Diversity Advisory Committee

Dan Cummings, City Manager, presented.

After much debate, discussion, and input from several parties, including the City Attorney, City Council, and members of the Diversity Advisory Committee, the Council passed Ordinance #2838-2025 on first reading at the June 24, 2025, Council meeting. Council needed to approve Ordinance #2838-2025 on final reading to allow the ordinance to be active in 30 days.



Councilor Kirby asked DAC Liaison/Councilor Contreras if she had received any type of response from the committee following the previous meeting.

Councilor Contreras stated she had not.

Mr. Cummings stated he had not, either, but one of the DAC members had submitted her resignation. Her work conflicted with the meeting dates.

MILLS moved, KIRBY seconded, **THE CITY COUNCIL APPROVE ORDINANCE #2838-2025, AN ORDINANCE INCORPORATING THE RECOMMENDED CHANGES FROM THE CITY ATTORNEY FOR THE DIVERSITY ADVISORY COMMITTEE, ON SECOND AND FINAL READING.** Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-out; Folden-yes. Motion carried 6/0/1.

NEW BUSINESS

Amendment #9: Approval of Operations Management International, Inc. (Jacobs) Contract

Casey Mordhorst, Public Works Director, presented.

Amendment #9 covered the fiscal year starting July 1, 2025, running to June 30, 2026. This amendment requested a 4.25% increase to the base contract between the City of Ontario and Operations Management International, Inc., (Jacobs) to operate the City of Ontario's Public Works Department. The formula increase was calculated to be higher than the requested amount; however, the increase negotiated was less than the contract formula increase.

Operations Management International, Inc. (Jacobs) was contracted to operate and maintain the city's Public Works Department starting July 1, 2014. Annually, the increase was based on the CPI and ECI and negotiated with the City Manager. The annual increase varied from year to year. The annual contract increase could not go above 5% and typically was lower. Inflation had driven costs extremely high, and each year the annual increase varied with the fluctuation of the CPI and ECI. With the cost of inflation that had been seen in all areas, Jacobs was requesting a 4.25% increase for the upcoming year.

The 4.25% increase had been factored into the city's budget and was approved by the Budget Committee and City Council. Staff worked with both the City Manager and Finance Director prior to the city budgeting process to ensure this was added. The increase would begin July 1, 2025, and go through June 30, 2026. Annually, Jacobs would provide an amendment to the contract for any increase or modifications made to the original contract between Operations Management International, Inc. (Jacobs) back to the City of Ontario. If the amendment for the increase was not approved, negotiations would take place to see where services could be reduced or eliminated to stay within budget.

Councilor Hart voiced his appreciation for the working relationship with the local staff specifically, and with Jacobs in general.

MILLS moved, KIRBY seconded, **THE CITY COUNCIL APPROVE CONTRACT AMENDMENT #9 WITH OPERATIONS MANAGEMENT INTERNATIONAL, INC. (JACOBS) FOR THE FISCAL YEAR JULY 1, 2025 THRU JUNE 30, 2026, AND APPROVE THE CITY MANAGER TO SIGN.** Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-out; Folden-yes. Motion carried 6/0/1.

Resolution #2025-119: Appropriate Additional Funds For Headworks Screen Replacement

Kari Ott, Finance Director, presented.

The existing Wastewater Treatment Plant (WWTP) headworks screen was 25 years old and in dire need of replacement. This piece of equipment protected downstream assets at the plant and was a critical component to the operation of the plant. RH2 Engineering prepared a scope and fee for engineering design of the screen replacement. The design engineering was complete, and the construction bid award came in at approximately \$30,000 higher than budgeted. A resolution was required to prevent over expenditures due to the costs being \$30,000 over budget.



The \$30,000 would be appropriated from capital outlay to the headworks project in the UCF department of the Capital Projects Fund. The entire project cost would be approximately \$925,000, with \$96,000 spent in the 24-25 fiscal year. The budget appropriations needed to be made to keep the project within budget during the construction of the headworks screen.

HART moved, CONTRERAS seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2025-119: A RESOLUTION APPROPRIATING \$30,000 ADDITIONAL FUNDING FOR THE WASTEWATER TREATMENT PLANT HEADWORKS SCREEN REPLACEMENT.** Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-out; Folden-yes. Motion carried 6/0/1.

Bid Award: Wastewater Treatment Plant (WWTP) Headworks Screen Replacement

Marshall Pierce, City Engineer, presented.

This project had been on the city's horizon for quite some time, with replacing aging, critical equipment at the WWTP. The city budgeted for this project in the last couple years and budgeted for construction in 25-26. The WWTP headworks screen replacement project would cost \$925,000 to cover the total project cost (design and construction). The project was bid in June, and the city received two responsive bids, with the low responsive bid from Desert View Construction, in the amount of \$707,701, including two of four bid alternates.

The bid award made the budget short by \$30,000 so a resolution was prepared to allocate an additional \$30,000 to the project. The city had 60 days after receiving bids to award the contract. Time was of the essence. If the Council chose to reject the bid and not complete the project, it would jeopardize the operation of the plant's headworks building.

Councilor Kirby asked about the potential for change orders, and if that occurred, how would that be handled.

Mr. Pierce stated generally they requested a 10% construction contingency, but in this case, that had been built into the bid schedule.

Councilor Mills asked if the \$30k they had just authorized, was that included in that total amount?

Mr. Pierce stated it was. He asked Ms. Ott if the resolution was for the full \$925k?

Ms. Ott stated no, because \$96k had already been expended in this fiscal year, on engineering. The \$30k increased the budget of \$830k, which would pay for the engineering during construction and all the rest associated with the project.

Mr. Pierce stated it was \$925k for the full budgeted amount. Last fiscal year, they had been approved for \$300k, but only spent \$97k. Therefore, the \$925k, less the \$97k, arrived at the \$830k. There was \$800k for this fiscal year, so Ms. Ott added the \$30k to reach the \$925k. So, it was all within the city budgeted amount of \$925k.

KIRBY moved, HART seconded, **THE CITY COUNCIL APPROVE THE BID AWARD TO THE LOWEST RESPONSIVE BIDDER, DESERT VIEW CONSTRUCTION, INC., FOR \$707,701.00, AND AUTHORIZE THE CITY MANAGER TO SIGN ALL DOCUMENTS.** Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-out; Folden-yes. Motion carried 6/0/1.

Task Order Award: ACS SCADA Integration for New WWTP Headworks Screen

Marshall Pierce, City Engineer, presented.

The new screen that would be installed at the WWTP headworks would require controls and programming to integrate into the existing system. ACS was staff's preferred proprietor/installer for the SCADA system and was selected for this project. The screen project was bid out in June, and was up for bid award approval by the City Council. The city was in a position to award the construction portion of this project to the lowest bidder, as well as the programming of SCADA and integration services. Construction would commence thereafter, upon

issuance of the Notice of Award (NOA) and Notice to Proceed (NTP). With the bid award for construction, the city would need to line up SCADA programming and integration services.

MILLS moved, HART seconded, **THE CITY COUNCIL APPROVE THE TASK ORDER AWARD TO ACS TO PERFORM THE SCADA (SUPERVISORY CONTROL AND DATA ACQUISITION) PROGRAMMING AND INTEGRATION FOR THE NEW WASTEWATER TREATMENT PLANT (WWTP) HEADWORKS SCREEN IN THE AMOUNT OF \$35,876.00, AND AUTHORIZE THE CITY MANAGER TO SIGN ALL DOCUMENTS.** Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-out; Folden-yes. Motion carried 6/0/1.

PUBLIC HEARING

Resolution #2025-118: Increasing Public Safety Fund from \$5 to \$10

It being the date advertised for a public hearing on the matter stated above, the Mayor declared the hearing open, and asked if there were any objections to the city's jurisdiction to hear this action. Were there any abstentions, ex-parte contact to declare, or any declarations of conflict of interest?

Kari Ott, Finance Director, presented.

On July 12, 2018, under Ordinance #2741-2018, the city created Title 6, Chapter 10 of the Ontario Municipal Code, adopting the procedures for collecting a Public Safety Fee. On August 21, 2018, the city adopted Resolution #2018-134 that established the Public Safety Fee at a \$5.00 fee for each dwelling or non-residential unit with an active utility account per month per the terms of Ordinance No. 2741-2018, codified in Title 6, Chapter 10 of the Ontario Municipal Code. As per Ordinance #2741-2018, the Public Safety Fee Program was to be reviewed annually as part of the city's budget process.

Resolution #2022-142 was approved on October 25, 2022, which removed the fee by setting it to zero. However, on May 23, 2023, based on recommendations from the Budget Committee, the Public Safety Fee of \$5 was reinstated with Resolution #2023-107. On June 24, 2025, the Ontario City Council approved the 2025-2026 budget which included the addition of a \$5 increase in the Public Safety Fee to fund two additional firefighter positions. With any city fee increase, the City Council was required to allow public input, hence this public hearing. The City Council was the final vote on reinstating or modifying the fee which, by Charter, required a super majority vote to increase any fee. This required a minimum of five [5] Councilors to vote in favor of the fee increase.

Establishing a Public Safety Fee when needed provided for the desirability of the community for safety and continuing support of the city's public safety employees and equipment. Removing the fee when not needed also provided for the desirability and lifestyle of the community. The increase of the Public Safety Fee by \$5 increased the General Fund budget by \$288,000. The City Council would need to approve the increased fee before the city could begin collecting the funds. The City Council could choose not to take any action on this issue or vote no, which would mean the two additional firefighters wouldn't be hired.

Mayor Folden opened the Hearing for public testimony. There were no Proponents or Opponents to speak on this action, so the public testimony portion was closed.

Councilor Kirby stated in the previous meeting regarding the budget document, he had voted against the action. He voted to not employ three firefighters because, from a budget standpoint, he did not feel they were well thought out. He did see the two in – two out procedure moving throughout the valley. (He presented a handout). The information was from the US Quick Census Facts, looking at populations in this valley, as well as household incomes. In Washington County, Idaho, household income was \$53k; Weiser, Idaho, \$45k; in Payette County, the average household income was \$65,723; Payette, \$55,455; and Fruitland, \$62,709. That reflected that the rural income was a little higher than in the cities. In Baker County, Oregon, household income was \$58k; and Baker City, \$57,844. Now, coming to Malheur County, it was the poorest county amongst the three discussed. The average income was \$49,902, but the average household income in Ontario was \$43,887. That was all from the US Census. While Ontario was a poor community, it was the center of activity for the valley, and Google showed Ontario had the highest crime rate in Oregon. But Fruitland had the lowest crime rate in Idaho. This reflected a sharp contrast between both the states and the cities. The Ontario community



paid for the whole valley. The city could not continue down this road. During the budget process, the newest member to the Budget Board, Rebecca, ask him what the \$13 on the utility bill was for, and he explained it was for public safety. Because of the change and the opportunity to fund the budget with the firefighters, it caught him off-balance. Another thing, with the city's utility bill, was that the water consumption portion of that bill was going to increase due to bettering the city's water position. The city would have to pay for that over a 30-year amortization. It was currently unknown what that increase would be, but it could be a 50% increase on the water portion. So now there was an increase of \$5 for the public safety on the citizens, which was wanted, but now another increase on the utility bill soon for water. He also reminded them that, as the Council were all members of the Budget Committee, when this action was considered before the Committee, when polled, not a vote, all the citizen members of the Committee voted for only one firefighter. But, the Council now was changing that. He understood he would not be overriding any votes, but as a member who voted against the majority, these things should be on the table. It was his contention that they had to be cautious in what they did. They could only tax the citizens so much.

Councilor Mills verified with Mr. Cummings that the \$5 fee had been put on, removed, readded again, and now they were adding an addition \$5. At some point, that could never be removed from the bill again, because the city was using it to pay for two additional firefighters. Was that correct?

Mr. Cummings stated it had been put on, then reduced to half, then removed completely, then put back on. This budget was adding an additional \$5 to the existing fee. To say it could never be removed was not true, but it would have to remain if another source of funding was not found. It could be removed, not only the \$5, but the \$10, or the \$8 street fee, if another revenue source was found. Staff had been working several options to do that. So, yes, it could be removed, but the revenue source would have to be replaced.

Councilor Hart stated he had received a call from the Budget Committee Chair, Mr. Sullivan, who was not happy about this action. That needed to be noted. However, one of the differences that when it was voted on during the Budget Committee meetings, the decision was, the motion was to go from three to one. That was part of the overall discussion. The talk surrounded whether the city had the funds to pay for that. He was adamant then that if the city continued to spend the marijuana money, or whatever, on operations and if that ever went away, they'd either have to reduce staff or reduce some expenses. He had also written a letter to the editor indicating they shouldn't change what the Committee had done. His justification for what the Council had done two weeks ago was a different vote on a different thing. What he'd been trying to say was that they really did need to pay down the city's debt, or do one time things, but if they were going to do that, and this had been debated at the budget meetings, then just pay for it. Step up and say if they thought they needed three additional firefighters, not just one more, then just pay for. The vote was different. They didn't have this consideration and this vote. He agreed that he was probably splitting hairs, but he felt differently that if the question had been to use marijuana money and add three firefighters, he would have voted not. But, since they were increasing the revenue on the backs of the citizens, and they were putting that money on something believed to be important to provide, then pay for it, and they'd done that. Was it different than what happened at the budget meetings? Yes. But to him, it was a different fundamental vote. There were some on the Committee that weren't concerned about the money, it was that they didn't want three more firefighters. People voted the way they did for different reasons. He voted no because he didn't think they were funding it appropriately. This time, he thought they had. They'd been honest. Did he look forward to trying to find other revenue to remove some of the fees, to remove that \$8? To go out there and find some other transportation dollars, maybe like a fuel tax? The council could then go back to the voters and ask to remove that \$8 from the utility bill. But that was a discussion for another night. But, he believed they were voting on two different approaches: if they were going to provide the service, that was one discussion, but how to fund it was another. His vote would be in favor of tonight's action.

CONTRERAS moved, HART seconded, THE CITY COUNCIL APPROVE RESOLUTION #2025-118: A RESOLUTION INCREASING THE PUBLIC SAFETY FEE FROM \$5 TO \$10. Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-no; Bakefelt-out; Folden-yes. Motion carried 5/1/1.

DISCUSSION ITEM**Request to Cancel August 12, 2025, City Council Meeting: National Night Out**

Mayor Folden stated this was a request to cancel the Tuesday, August 12, 2025, Council meeting to allow Council and staff to attend and participate in the National Night Out event. This was the third year for this event, and the previous two years the Council meeting had been cancelled.

Ms. Barnett stated that Mr. Cummings and Councilor Mills were “voluntold” they’d be in the dunk tank again this year. New this year there would be a welcome-start here booth, and encouraged any of the Councilors who’d like to donate some time to manning that booth, would be greatly appreciated. Councilor Kirby had already stated he take a shift...or two.

Mayor Folden said she’d take a shift in the welcome booth. She was also going to be one of the cooks.

Ms. Barnett thanked her, and asked if Councilor Hart would also be cooking again this year.

Councilor Hart stated yes, he would cook again.

Ms. Barnett thanked everyone for helping.

Councilor Kirby asked the hours of the event.

Ms. Hysell stated the event would run 5:00-8:00 p.m.

MILLS moved, HART seconded, **THE CITY COUNCIL CANCEL THE AUGUST 12, 2025, CITY COUNCIL MEETING DUE TO THE NATIONAL NIGHT OUT EVENT THAT SAME EVENING.** Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-out; Folden-yes. Motion carried 6/0/1.

HAND-OUTS**Minutes:**

County Court: June 11, 2025; DAC June 16, 2025; Parks June 17, 2025

ADJOURN

MILLS moved, CONTRERAS seconded, **THE MEETING BE ADJOURNED.** Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-out; Folden-yes. Motion carried 6/0/1. Meeting concluded at 6:38 p.m.

ACCEPTED:

Deborah K. Folden, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder





**AGENDA REPORT
OLD BUSINESS
July 22, 2025**

To: Mayor and City Council
FROM: Andy Wood, Airport Manager
THROUGH: Danny K. Cummings, City Manager
SUBJECT: **HARTMAN LAND LEASE**
DATE: July 10, 2025

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE THE LAND LEASE BETWEEN JAMES HARTMAN AND THE CITY OF ONTARIO FOR THE HANGAR AT 347 CHARLIE AND 344 DELTA, AND CANCEL THE VACANT LAND LEASE FOR 143 CESSNA UNDER JAMES HARTMAN DATED JULY 1, 2025.

SUMMARY:

James Hartman has researched renting a hangar, buying an existing hangar, or building a purpose-built hangar. In June, hangar 347 Charlie/344 Delta went on the market. James decided to purchase the hangar that was suitable for his needs.

BACKGROUND:

James Hartman is originally from the Malheur County area. He spent several years at the Ontario Municipal Airport prior to moving to Seattle, Washington, where he currently resides. James is looking to return, and he contacted Bill Hager to assist with the transition.

James entered into a land lease on a vacant lot at 143 Cessna, but found a hangar for sale and decided to purchase the already existing hangar.

The hangar at 347 Charlie and 344 Delta is currently owned by Bryan Bair and, with the sale of the hangar and the approval by the Council of the new leaser to James Hartman, the existing lease between Bryan Bair and the City of Ontario dated August 8, 2019, will be null and void.

CURRENT SITUATION:

James Hartman found hangar 347 Charlie and 344 Delta was for sale and saved time in not having to wait for the construction of the hangar that already fit the size required.

ANALYSIS:

- A. **STRATEGIC PLAN** None.
- B. **FINANCIAL** Current land lease rates apply.

C. **TIMING** Critical to finalizing the sale and purchase of the hangar.

D. **POLICY/LEGAL** Terms and conditions of the non-commercial land lease agreement.

ALTERNATIVES:

None given.

RECOMMENDATION:

Staff recommends the City Council approve the land lease agreement for hangar 347 Charlie and 344 Delta between James Hartman and the City of Ontario.

ATTACHMENTS:

1. Airport Ground Lease for Aeronautical Use Improvements (non-commercial ground Lease)_20250709_James Hartman



NON-COMMERCIAL AIRPORT GROUND LEASE FOR AERONAUTICAL USE IMPROVEMENTS
(347 Charlie and 344 Delta Lease)

This Non-Commercial Airport Ground Lease for Aeronautical Use Improvements (Define Use i.e. Hangar) (this "Lease") is dated effective for all purposes as of Tuesday, July 22, 2025 (the "Effective Date") and is entered into between City of Ontario ("Landlord"), an Oregon municipal corporation, whose address is 444 SW 4th Street, Ontario, Oregon 97914, and James Hartman ("Tenant"), whose address is PO Box 4472, Bremerton, Washington 98312.

RECITALS:

A. Landlord is the owner, sponsor, and operator of the Ontario Municipal Airport, a public municipal airport located in Ontario, Oregon (the "Airport"). Landlord is the owner of certain real property at the Airport consisting of approximately 1,630 total square feet of land commonly known as 581 SW 33rd Street and 347 Charlie and 344 Delta, Ontario, Oregon 97914 (the "Property"). As of the Effective Date, an approximately 1,630 square foot aircraft hangar (the "Improvement(s)") has been located on or about the Property. The Property is identified and depicted in the attached Exhibit A.

B. Tenant desires to lease the Property from Landlord for purposes of owning and operating the Improvements at the Airport. Subject to the terms and conditions contained in this Lease, Tenant will lease the Property from Landlord, and Landlord will lease the Property to Tenant, for the Permitted Use (as defined below).

AGREEMENT:

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

1. LEASE; OCCUPANCY

1.1 Lease Term. Subject to the terms and conditions contained in this Lease, Landlord leases the Property to Tenant and Tenant leases the Property from Landlord. The term of this Lease, Tenant's right to possession of the Property, and Tenant's obligation to pay Rent (as defined below) commenced on the Effective Date and will continue, subject to the terms and conditions contained in this Lease, until Saturday, 22 July 2045 (not to exceed 20 years) (the "Initial Term"), unless sooner terminated as provided under this Lease. For purposes of this Lease, the term "Lease Term" means the Initial Term and Extended Term (as defined below), if applicable.

1.2 Extended Term. If Tenant is not then in default under this Lease, Tenant has the option (the "Extension Option") to extend the Initial Term for one consecutive additional term of TEN (10) years (the "Extended Term"). Tenant will exercise the Extension Option by providing Landlord written notice (the "Notice of Extension") no less than one hundred twenty (120) days prior to the last day of the Initial Term. Subject to the terms and conditions contained in this Lease, providing the Notice of Extension will be sufficient to make this Lease binding for the Extended Term. The Extended Term will commence on the day immediately following the expiration of the Initial Term. The terms and conditions for the Extended Term will be identical with the Initial Term except for (a) Base Rent (as defined below), (b) Additional Rent (as defined below), and (c) Tenant will no longer have the Extension Option that has been exercised once and will require a new Lease negotiated to continue a Lease. THE ONE TIME EXTENSION WILL BE DOCUMENTED BY AN ADDENDUM TO THE ORIGINAL LEASE SIGNED AND DATED BY BOTH PARTIES.

1.3 Airport Facilities. Subject to the terms and conditions contained in this Lease, during the Lease Term Landlord grants Tenant a limited, revocable, non-exclusive license to use the Airport's common hangar related facilities (if any) and that portion of the Airport's approach areas, runways, ramps, taxiways, and aprons reasonably necessary to facilitate the expeditious movements of aircraft to and from the runway and takeoff areas. Tenant's use of the Airport's common hangar related facilities (if any) and Airport approach areas, runways, ramps, taxiways, and aprons will be for the sole purpose of Tenant's use of the Property for the Permitted Use (as defined below). Tenant's use of the Airport facilities (and all flight and ground operations on and at the Airport or otherwise) will be made subject to and in accordance with the Laws (as defined below).

1.4 Tenant's Financial Capability; Authority; Improvement Ownership. Tenant represents and warrants the following to Landlord: (a) Tenant has sufficient assets and net worth to ensure Tenant's performance of this Lease and the payment of its obligations under this Lease as and when they become due; (b) Tenant has full power and authority to sign and deliver this Lease and to perform all Tenant's obligations under this Lease; (c) this Lease is the legal, valid, and binding obligation of Tenant, enforceable against Tenant in accordance with its terms; (d) Tenant is the sole, fee simple owner of the Improvements and no other person has any ownership, rights, and/or interests in and to the Improvements (except Landlord as provided under this Lease); and (e) the Improvements are free from all Encumbrances (as defined below) and Tenant will keep the Improvements and Property free from all Encumbrances. Tenant represents, warrants, and covenants that as of the Effective Date, (y) James Hartman is Tenant's only member and no other person has any ownership rights and/or interests in and to Tenant, and (z) James Hartman has full power and authority to sign and deliver this Lease on behalf of Tenant. For purposes of this Lease, the term "Encumbrance(s)" means any lien, mortgage, pledge, security interest, reservation, restriction, adverse claim, and/or other encumbrance.

1.5 No Representations or Warranties. Tenant is bound in accordance with the terms of this Lease from and after the Effective Date. Tenant has entered into this Lease on the basis of its own examination and personal knowledge of the Airport and Property. Tenant accepts the Airport and Property in their "as-is" and "with all faults and defects" condition as of the Effective Date. Tenant has not relied on any representations or warranties made by Landlord and/or Landlord's Agents (as defined below). Provided Tenant is not in default of this Lease, Landlord will defend Tenant's right to quiet enjoyment of the Property from the lawful claims of all persons during the Lease Term. Except for Landlord's covenant of quiet enjoyment contained in the immediately preceding sentence, Landlord makes no representations or warranties of any kind, whether express or implied, with respect to all or any part of the Airport and/or Property. Landlord has made no promise or agreement to repair, alter, construct, and/or improve all or any part of the Airport, Improvements, and/or Property.

1.6 Land Leases. Notwithstanding anything contained in this Lease to the contrary, Tenant acknowledges and agrees that Landlord's Lease of the Property to Tenant is conditioned on Tenant's timely payment and performance of all its obligations arising out of this Agreement. A Tenant default under this Lease constitutes a default by Tenant of all conditions of the Lease.

1.7 Parking Area. The Parking Area consists of two public parking areas, one on SW 33rd Street and one on Airport Way. No vehicle or any other items (including trailers) may be parked outside of the hangar building other than in a designated area approved by the Airport Authority and included as part of the leased area. The owner of the hangar may park their vehicle inside the hangar while they are using their aircraft otherwise, they must be parked in the public parking area or approved designated area as noted above. All visitors or people flying with the owner must park their vehicle in the Public Parking area and be escorted onto the airport. **Under no circumstances may the hangar owner give the code to unauthorized persons.**

2. BASE RENT; ADDITIONAL RENT; TAXES; ASSESSMENTS

2.1 Base Rent. Subject to the terms and conditions contained in this Lease, Tenant will pay Landlord guaranteed minimum annual Base Rent, without offset, in the amount of \$293.23 (\$0.1799 per square foot), per year ("Base Rent"). Base Rent is payable annually in advance of each year on or before the 30th day of June. An invoice from Landlord will be sent, but all parties understand the rent is due and payable whether an invoice is

sent or not. A Tenant's first payment of Rent is due and payable on the Effective Date. Base Rent will be prorated with respect to any partial year in which the Lease Term commences and ends. Base Rent will be payable to the order of Landlord at the address first shown above or any other address designated by Landlord from time to time.

2.2 Base Rent Escalation. Notwithstanding anything contained in this Lease to the contrary, Landlord may adjust (increase or decrease) the Base Rent at any time and from time to time during the Lease Term through Council resolution. Landlord will provide Tenant no less than 30 days' prior written notice of any Base Rent adjustment. Unless otherwise adjusted by Council resolution, commencing on the first-year anniversary of the Effective Date, during each year of the Lease Term upon the anniversary of the Effective Date, Base Rent will escalate (increase) as per the current rate schedule over Base Rent for the immediately preceding twelve-month period. Tenant will pay the Base Rent established by Landlord from time to time.

2.3 Additional Rent.

2.3.1 Tenant will timely pay in full the following charges, costs, and expenses related to or concerning (whether directly or indirectly) the Property and/or Improvements (collectively, "Additional Rent") if any: (a) NONE.

2.3.2 Without otherwise limiting Section 2.3.1, Tenant will pay when due all costs, expenses, and charges for services and utilities incurred in connection with the ownership (in the case of the Improvements), use, lease, occupancy, operation, repair, maintenance, and/or improvement of the Property and/or Improvements, including, without limitation, charges and expenses for fuel, connection fees, water, gas, electricity, sewage disposal, and power, so to not incur any liens against the Landlord property.

2.3.3 Tenant will pay before delinquency all real and personal property taxes, general and special assessments, system development charges, and all other charges of every description levied on and/or assessed against the Property, any improvements located on the Property (including, without limitation, the Improvements), and/or personal property and/or fixtures located on the Property. Tenant will make all such payments directly to the applicable governing authority, so to not incur any liens against the Landlord property.

3. USE OF PROPERTY

3.1 Permitted Use. Subject to the terms and conditions contained in this Lease, Tenant will use the Property for Tenant's operation (as defined below) and maintenance, repair, use, and/or operation of the Improvements (collectively, the "Permitted Use"). Tenant will not use the Property for any purpose other than the Permitted Use. For purposes of this Lease, the term "Permitted Use" means Tenant's Private Aircraft Hangar on the Property.

3.2 Conditions, Limitations, and Restrictions. In addition to any other conditions, limitations, and/or restrictions contained in this Lease, Tenant represents, warrants, and covenants to perform and comply with the following conditions, limitations, and restrictions concerning the Property, Improvements, and/or Airport:

3.2.1 Tenant will conform and comply with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Tenant will conform and comply with the Laws in connection with Tenant's use of the Property for the Permitted Use. Tenant will correct, at Tenant's own expense, any failure of compliance created through Tenant's fault, the Permitted Use, and/or by reason of Tenant's use of the Property, Improvements, and/or Airport. Prior to the Effective Date, Tenant had the opportunity to review (and ask questions concerning) and understands all Laws. Tenant will obtain all necessary permits, licenses, reviews, studies, inspections, reports (including, without limitation, environmental reports), and approvals required under the Laws to lease the Property and occupy and use the Improvements for the Permitted Use, including, without limitation, all reviews, studies, and approvals required under Landlord's leasing policies and regulations. For purposes of this Lease, the term "Law(s)" means all policies, rules, leases, covenants, conditions, restrictions, easements, declarations, laws, statutes, liens, ordinances, orders, codes, and regulations directly or indirectly

affecting the Property, Improvements, Airport, and/or Permitted Use, including, without limitation, fire and/or building codes, Airport Master Plan, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder, if applicable), Environmental Laws (as defined below), any rules or regulations promulgated by the Federal Aviation Administration ("FAA") and/or any other federal airport authority (including, without limitation, Landlord's Grant Assurances and requirements under 14 CFR Part 77), Title 3, Chapter 9 of Landlord's municipal code, Landlord's policies governing agreements involving the lease, use, and/or disposition of Airport property for aeronautical activities, and the Rules and Regulations (as defined below), all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

3.2.2 Tenant will store all aircraft, vehicles, machinery, equipment, tools, and/or supplies within the Private Hangar and in a safe, neat, clean, and orderly manner; Tenant will not permit any machinery, aircraft, vehicles, equipment, tools, and/or supplies to remain unattended on or about the Property outside of the hangar. Tenant will refrain from any activity which would make it impossible to insure the Property against casualty, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau (or its successor) allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional costs of the insurance. Tenant will refrain from any use and/or activities which would be reasonably offensive to Landlord, other users of the Airport, and/or neighboring property, and/or which would tend to create or cause fire risk, a nuisance, and/or damage the reputation of the Property and/or Airport, all as determined by Landlord. Tenant will conduct and operate the Permitted Use and all activities at the Airport in a safe, prudent, professional, and lawful manner.

3.2.3 Tenant will not cause and/or permit any Hazardous Substances (as defined below) to be spilled, leaked, disposed of, and/or otherwise released on, under, and/or about the Property and/or Improvements. Without otherwise limiting the generality of the immediately preceding sentence, but subject to applicable laws, Tenant may use, store, and/or otherwise handle on or in the Property only those Hazardous Substances typically used, stored, sold, and/or handled in the prudent and safe operation of the Permitted Use; provided, however, Tenant will use, store, and/or otherwise handle on or in the Property the Hazardous Substances in a safe, neat, clean, and orderly manner consistent with applicable Laws. Upon the earlier termination or expiration of this Lease, Tenant will properly remove and dispose of all Hazardous Substances from the Property. For purposes of this Lease, the term "Environmental Law(s)" means any federal, state, and/or local statute, regulation, and/or ordinance, or any judicial or other governmental order, pertaining to the protection of health, safety, and/or environment; the term "Hazardous Substance(s)" means any hazardous, toxic, infectious, and/or radioactive substance, waste, and/or material as defined or listed by any Environmental Law, including, without limitation, pesticides, aviation fuel, paint, petroleum oil, and their fractions

3.2.4 Tenant will conform and comply with all rules and regulations concerning the Airport, Improvements, and/or Property, which now exist or may hereafter become effective, including, without limitation, all Airport security, and/or fire safety rules, regulations, and procedures (collectively, the "Rules and Regulations"). Tenant will not perform any acts or carry on any practice prohibited by the Rules and Regulations. Tenant acknowledges and agrees that Landlord is permitted to adopt new Rules and Regulations, or amend the Rules and Regulations, from time to time as Landlord determines necessary or appropriate. Any adoption or amendment to the Rules and Regulations will be effective 30 days after Landlord provides Tenant written notice of such adoption or amendments.

3.3 Aviation Easement; Aeronautical Uses. Tenant's use of the Property and Improvements is secondary and subordinate to the operation of the Airport and Laws. Landlord reserves for itself, and for the public, a right of flight for the passage of aircraft in the airspace above the Property and Improvements together with the right to cause noise, vibration, dust, fumes, smoke, vapor, and other effects inherent in the navigation or flight of aircraft and/or operation of the Airport. Notwithstanding anything contained in this Lease to the contrary, Tenant will protect the Airport and Airport property for aeronautical and related uses, will not interfere or impede, and will conduct all activities in a manner that will not adversely affect or interfere with, Landlord's operations and/or those of other Tenants and authorized users of the Airport or general public. Any Tenant activities that Landlord determines interfere or impede with the operation, use, and/or maintenance of the Airport, Airport

property, and/or aeronautical activities is specifically prohibited and will constitute an Event of Default (as defined below) under this Lease.

3.4 Airport Operations; Security. Notwithstanding anything contained in this Lease to the contrary, Landlord reserves the right to control and regulate all Airport property, facilities, and/or operations, including, without limitation, taxiways, ramps, runways, improvements, aprons, fuel areas, and parking facilities. Landlord may impose certain taxi proceedings, requirements, and/or controls to promote efficient and orderly operation of other operators. Tenant acknowledges and agrees that Landlord does not provide continuous security for the Property, Improvements, and/or Airport (including, without limitation, the Parking Area). Tenant is responsible for securing and safeguarding the Property, Improvements, and all aircraft and other personal property located on or about the Property. Landlord will not be liable for any loss and/or damage to Tenant's property due to theft, vandalism, and/or any other causes, including forces of nature.

3.5 Construction Activities. Tenant's use of the Property and/or Improvements may be disrupted by certain expansion, improvement, construction, development, remodeling, and/or other activities on or at the Airport, including, without limitation, runway maintenance and repairs. Landlord will not be in default under this Lease (and Tenant will not be entitled to any abatement of Rent and/or other concessions) if Tenant is disrupted (temporarily or otherwise) in the use of the Property, Improvements, and/or Airport due to the aforementioned activities.

3.6 Non-Discrimination; Unfair Practices. Tenant covenants and agrees that they will (a) maintain and operate such facilities and services in compliance with all requirements imposed under 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as amended; (b) no person will, on the grounds of race, color, national origin, and/or other protected classification, be excluded from participation in, denied the benefits of, and/or otherwise subjected to discrimination in the use of any facilities located on or in the Property and/or Improvements; and (c) in the construction of any improvements on, over, and/or under the Property and/or Improvements and the furnishing of services thereon, no person will, on the grounds of race, color, national origin, and/or other protected classification, be excluded from participation in, denied the benefits of, and/or otherwise subjected to discrimination.

3.7 Notice of Action. Tenant will immediately notify Landlord in writing of the occurrence of any of the following events: (a) any enforcement, clean-up, removal, and/or other governmental or regulatory action is instituted, completed, and/or threatened concerning the Improvements and/or Property pursuant to any Environmental Laws; and/or (b) any claim is made or threatened by any person against or concerning Tenant, Tenant's activities, and/or the condition of the Property and/or Improvements. Tenant will provide Landlord copies of any written documentation related to the foregoing.

3.8 Subordination – United States. Notwithstanding anything contained in this Lease to the contrary, (a) this Lease is subordinate to the terms of any agreement between Landlord and the United States concerning Airport operations and/or maintenance (the terms of such agreement will supersede the terms of this Lease), and (b) during times of war or national emergency, Landlord may lease the Airport's landing area (or any part thereof) to the United States for military or naval use (and, in connection therewith, the provisions of this Lease will be suspended to the extent inconsistent with Landlord's lease with the United States).

4. ALTERATIONS

Except any ordinary and necessary Improvement maintenance and/or repairs performed (or caused to be performed) by Tenant, Tenant will make no additions, improvements, modifications, and/or alterations in or to the Property and/or Improvements of any kind or nature whatsoever, including, without limitation, the installation of any improvements, fixtures, and/or devices on or to the Property and/or Improvements (individually and collectively, "Alteration(s)"), without Landlord's prior written consent. Any Alterations approved by Landlord will be made in a good and workmanlike manner, in compliance with applicable Laws, at Tenant's cost and expense, and consistent with the general appearance, quality, and décor of the Property and/or Improvements and

surrounding property. Subject to Section 8.4 and 8.5, Alterations performed in or to the Property and/or Improvements by either Landlord or Tenant will be the property of Landlord. Construction of any exterior Alterations must be approved (i.e., must receive a "no objection" determination) by the FAA through the notice of proposed construction review process, submittal of FAA Form 7460-1, and will be subject to all applicable Laws. Tenant will timely file FAA Form 7460-2 Supplemental Notice concerning the Alterations.

5. MAINTENANCE AND REPAIRS

5.1 Landlord Maintenance and Repairs. Notwithstanding anything contained in this Lease to the contrary, Landlord has no obligation to make or perform any repairs, maintenance, replacements, alterations, and/or improvements in or to the Property (and/or the Improvements), including, without limitation, snow removal. All repairs, maintenance, replacements, alterations, and/or improvements in or to the Property and/or Improvements will be made by Tenant at Tenant's cost and expense.

5.2 Tenant Maintenance and Repairs. Tenant will maintain, at Tenant's cost and expense, the Property and Improvements (interior and exterior) in good condition, repair, working order, and appearance, and will preserve the Property and Improvements, normal wear and tear excepted, and will not commit or permit waste. Without otherwise limiting the generality of the immediately preceding sentence, Tenant will perform, at Tenant's cost and expense, the following maintenance and repairs:

5.2.1 Repair and maintain the roof and exterior walls of the structure in a new condition with the exception of fading of the paint.

5.2.2 Repair and maintain the plumbing system (environmental issues), electrical system (fire hazard), fire hose connections, fire sprinkler and standpipe and hose, and all other aspects of the fire extinguishing system, including, without limitation, the fire alarm and/or smoke detection systems and equipment.

5.2.3 Repair and maintain the sidewalks, driveways, and landscaping, including, without limitation, all necessary or appropriate snow removal associated to the lease of the building site.

5.2.4 All trash collection and removal, and washing required to keep the Property and Improvements clean and orderly.

5.2.5 All repairs or maintenance necessitated by the acts or omissions of Tenant and/or Tenant's Agents.

5.2.6 All repairs, maintenance, and/or improvements required under Tenant's obligation to comply with the Laws.

If Tenant fails or refuses to perform or complete the repairs, maintenance, and/or improvements required under this Section 5.2 within 10 days after Landlord's written notice, Landlord may make the repair or improvement or perform the maintenance and charge the actual costs and expenses of repair, improvement, and/or maintenance to Tenant; provided, however, if Tenant's failure or refusal to perform or complete the repairs, maintenance, and/or improvements causes or threatens loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss, Landlord may make the repair or improvement or perform the maintenance (and charge the actual costs and expenses of repair, improvement, and/or maintenance to Tenant) without first having provided Tenant written notice. Tenant will reimburse Landlord for the costs and expenses of repairs, improvements, and/or maintenance on demand, together with interest at the rate of twelve percent (12%) per annum from the date of expenditure until paid in full.

5.3 Signage; Encumbrances.

5.3.1 Tenant will not be permitted to erect or maintain any signage on or about the Property without Landlord's prior written consent. Any signage authorized by Landlord will be erected and maintained at Tenant's cost and expense. Signage installed by Tenant will be removed by Tenant, at Tenant's cost and expense, upon the expiration or earlier termination of this Lease and the sign location restored to its former state unless Landlord elects to retain all or any portion of the signage.

5.3.2 Tenant will keep the Property and Improvements free from all Encumbrances. Tenant will pay as and when due all claims for work done on and for services rendered or material furnished to the Property. If Tenant fails to pay any such claims to discharge any Encumbrance, Landlord may do so and collect the costs as Rent. Any amount so added will bear interest at the rate of twelve percent (12%) per annum from the date expended by Landlord and will be payable on Landlord's demand. Landlord's payment of Tenant's claims or discharge of any Tenant Encumbrance will not constitute a waiver of any other right or remedy which Landlord may have on account of Tenant's default. If an Encumbrance is filed due to nonpayment, Tenant will, within 10 days after knowledge of the filing, secure the discharge of the Encumbrance or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the Encumbrance plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the Encumbrance. Tenant will indemnify, defend, and hold Landlord harmless for, from, and against all claims, losses, and/or liabilities arising out of Tenant's failure to comply with this Section 5.3.2.

6. ASSIGNMENT; INSURANCE; INDEMNIFICATION

6.1 Transfer.

6.1.1 Tenant will not sell, assign, mortgage, sublet, lien, convey, encumber, and/or otherwise transfer (whether directly, indirectly, voluntarily, involuntarily, and/or by operation of law) all or any part of Tenant's rights and/or interests in or to this Lease, the Property, and/or Improvements (including, without limitation, any Alterations) (collectively, "Transfer") without Landlord's prior written consent, which consent Landlord will not unreasonably withhold, condition, and/or delay. For purposes of this Lease, a "Transfer" includes the sale, assignment, encumbrance, and/or transfer - or series of related sales, assignments, encumbrances, and/or transfers - of 51% or more of the shares, membership, and/or other ownership interests of Tenant, regardless of whether the sale, assignment, encumbrance, and/or transfer occurs voluntarily or involuntarily, by operation of law, or because of any act or occurrence.

6.1.2 Tenant will provide Landlord no less than 30 days' prior written notice of a proposed Transfer (the "Transfer Notice"), which Transfer Notice will include the name and address of the proposed transferee and a true and complete copy of the proposed Transfer documentation and/or instruments. Landlord's consent to any proposed Transfer is conditioned on the following: (a) Tenant demonstrating (to Landlord's reasonable satisfaction) that the proposed transferee's condition (financial and otherwise), style of operation, business reputation, and use of the Property and Improvements is consistent with the terms of this Lease and that Landlord's interests in the Property, Airport, and Improvements will not be adversely affected in any material respect; (b) At the discretion of the Landlord, the Tenant reimbursing Landlord for the costs and expenses incurred by Landlord in connection with its review of all Transfer documentation and/or instruments (and otherwise related to Landlord's determination as to whether to consent to the proposed Transfer); (c) the transferee agreeing in writing to comply with and be bound by all the terms, covenants, conditions, provisions, and agreements of this Lease; and (d) any other conditions that Landlord may reasonable impose under the particular circumstances surrounding the proposed Transfer. Tenant acknowledges and agrees that Landlord's conditioning of its consent to any proposed Transfer on Tenant's satisfaction of the conditions contained in this Section 6.1 is reasonable under this Lease.

6.1.3 If Landlord consents to a Transfer, the following will apply: (a) the terms and conditions of this Lease will in no way be deemed waived or modified; (b) consent will not be deemed consent to any further

Transfer by Tenant or any transferee; (c) the acceptance of Rent by Landlord from any other person will not be deemed a waiver by Landlord of any provision of this Lease; and (d) no Transfer relating to this Lease and/or the Improvements, whether with or without Landlord's consent, will modify, relieve, and/or eliminate any liabilities and/or obligations Tenant and/or any guarantor of this Lease may have under this Lease. Landlord may consent to subsequent assignments, subletting, and/or amendments or modifications to this Lease with assignees of Tenant without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and such action will not relieve Tenant of any liability under this Lease.

6.2 Tenant Insurance. Tenant will keep the Improvements insured against fire and other risks covered under a standard fire insurance policy. Tenant will maintain, at Tenant's cost and expense, a policy of fire, extended coverage, vandalism, and malicious mischief insurance insuring the personal property (aircraft related), of the Tenant located in or on the Improvements. The amount of the insurance will be sufficient to prevent Tenant from becoming a coinsurer under the provisions of the policies. Landlord will not be responsible for any loss or damage to Tenant's personal property, whether or not insured.

6.3 Liability Insurance. Tenant will procure, and thereafter will continue to carry, (a) general liability insurance (occurrence version) with a responsible licensed Oregon insurance company against personal injury claims arising directly or indirectly out of Tenant's activities on, or any condition of, the Property and/or Improvements, whether or not related to an occurrence caused, or contributed to, by Landlord's negligence, and will insure the performance by Tenant of Tenant's indemnification obligations under this Lease, and (b) aircraft liability insurance. Tenant's general liability insurance required to be carried under this Section 6.3 will have a general aggregate limit of no less than \$2,000,000.00, a per occurrence limit of no less than \$2,000,000.00; the aircraft liability insurance will have a general aggregate and per occurrence limit of no less than \$1,000,000.00. Each liability insurance policy required under this Lease will be in form and content satisfactory to Landlord and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name Landlord and Landlord's officers, employees, agents, and volunteers as additional insureds. The insurance Tenant is required to obtain under this Lease may not be cancelled without 10 days' prior written notice to Landlord. Tenant's insurance will be primary, and any insurance carried by Landlord will be excess and noncontributing. Tenant will furnish Landlord with policy copies (including applicable endorsements) evidencing the insurance coverage, endorsements, and provisions Tenant is required to obtain under this Lease upon Tenant's execution of this Lease and at any other time requested by Landlord. If Tenant fails to maintain insurance as required under this Lease, Landlord will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Tenant immediately upon Landlord's demand. Notwithstanding anything contained in this Lease to the contrary, Landlord may increase the minimum levels of insurance Tenant is required to carry under this Lease by providing Tenant 90 days' prior written notice. All policies of insurance which Tenant is required by this Lease to carry will provide that the insurer waives the right of subrogation against Landlord.

6.4 Tenant Release and Indemnification. Tenant releases and will defend, indemnify, and hold Landlord and Landlord's present and future officers, employees, contractors, representatives, and agents (collectively, "Landlord's Agents") harmless for, from, and against all claims, demands, charges, proceedings, costs, expenses, losses, damages, and/or liabilities, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) any damage, loss, and/or injury to person or property in, on, and/or about the Property and/or Improvements provided such damage, loss, and/or injury to person or property is not caused by Landlord's gross negligence or willful misconduct; (b) Tenant's and/or Tenant's directors, officers, shareholders, members, managers, employees, agents, representatives, invitees, and/or contractors (collectively, "Tenant's Agents") acts and/or omissions, including, without limitation, Tenant's and/or Tenant's Agents operations at the Airport, Improvements, and/or Property; (c) Tenant's use of the Property, Improvements, and/or Airport; (d) Tenant's construction, maintenance, repair, and/or occupancy of the Property and/or Improvements and/or any condition of the Property and/or Improvements; (e) the use, storage, treatment, transportation, presence, release, and/or disposal of Hazardous Substances in, on, under, and/or about the Property and/or Improvements; and/or (f) Tenant's breach and/or failure to perform any Tenant representation, warranty, covenant, and/or obligation under this Lease. Tenant's indemnification obligations under this Section 6.4 will survive the expiration or earlier termination of this Lease.

6.5 Reconstruction After Damage. If the Improvements are damaged or destroyed by fire or any other cause at any time during the Lease Term, whether or not covered by insurance, Tenant will promptly repair the damage and restore the Improvements. The completed repair, restoration, and/or replacement Improvements will be equal in value, quality, and use and will be restored to the condition of the Improvements immediately before the damage or destruction. Tenant will pay all costs and expenses of repairing and restoring the Improvements, which repairs and restoration will be completed no later than three hundred sixty-five (365) days after the date of the fire or other cause of damage. Tenant will not be entitled to any abatement of Rent on account of any damage to or destruction of the Improvements, nor will any other obligations of Tenant under this Lease be altered or terminated except as specifically provided in this Lease.

6.6 Waiver of Subrogation. Neither party will be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire, or any of the risks covered by the property insurance policies required under this Lease, and in the event of insured loss, neither party's insurance company will have a subrogated claim against the other. This waiver will be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

7. DEFAULT; REMEDIES

7.1 Default. The occurrence of any one or more of the following events constitutes a default by Tenant under this Lease (each an "Event of Default"): (a) Tenant's failure to pay Rent and/or any other charge, cost, and/or expense under this Lease when due; (b) Tenant's breach and/or failure to perform any representation, warranty, obligation, and/or covenant contained in this Lease (other than the payment of Rent or other charge, cost, and/or expense under Section 7.1(a)) within 10 days after written notice from Landlord specifying the nature of the breach and/or failure to perform with reasonable particularity; provided, however, if Tenant's breach and/or failure to perform causes or threatens loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss, Tenant must cure or remedy such breach and/or failure to perform immediately upon receipt of written notice from Landlord; (c) attachment, execution, levy, and/or other seizure by legal process of any right or interest of Tenant under this Lease if not released within 30 days; (d) Tenant dies, dissolves, becomes insolvent within the meaning of the United States Bankruptcy Code, as amended from time to time; a general assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 30 days; and/or (e) Tenant's failure for 30 days or more to occupy the Property and Improvements for the Permitted Use.

7.2 Landlord's Remedies. Upon an Event of Default, Landlord may elect any one or more of the following remedies:

7.2.1 Landlord may terminate this Lease by notice to Tenant. If this Lease is not terminated by Landlord, Landlord will be entitled to recover damages from Tenant for the default. If this Lease is terminated by Landlord, Tenant's liability to Landlord for damages will survive such termination, and Landlord may reenter, take possession of the Property and Improvements, and remove any persons or property (including the Improvements) by legal action or by self-help with the use of reasonable force and without liability for damages.

7.2.2 Following reentry or abandonment, Landlord may relet the Property, and in that connection may make any suitable alterations or refurbish the Property or Improvements (or both), or change the character or use of the Property and/or Improvements, but Landlord will not be required to relet the Property and/or Improvements for any use or purpose other than compatible uses or which Landlord may reasonably consider injurious to the Property, or to any Tenant which Landlord may reasonably consider objectionable.

Landlord may relet all or part of the Property or Improvements, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

7.2.3 Upon the happening of an Event of Default, Landlord will be entitled to recover immediately, without waiting until the due date of any future Rent or until the date fixed for expiration of this Lease, and in addition to any other damages recoverable by Landlord, the following amounts as damages: (a) the loss of reasonable rental value from the date of default until a new Tenant has been, or with the exercise of reasonable efforts could have been, secured; (b) the reasonable costs of reentry and reletting including, without limitation, the cost of any demolition, construction, clean-up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the Property and Improvements (if applicable) upon termination and leave the Property and Improvements (if applicable) in the required condition, including, without limitation, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs; and/or (c) any excess of the value of the Rent, and all of Tenant's other obligations under this Lease, over the reasonable expected return from the Property and/or Improvements for the period commencing on the earlier of the date of trial or the date the Property and/or Improvements are relet and continuing through the end of the Lease Term.

7.3 Cumulative Remedies; Right to Cure. Termination of this Lease will not constitute a waiver or termination of any rights, claims, and/or causes of action Landlord may have against Tenant; Tenant's obligations under this Lease, including, without limitation, Tenant's indemnification obligations under Section 6.4, will survive the termination. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease Term, and no action for damages will bar a later action for damages subsequently accruing. The foregoing remedies will be in addition to and will not exclude any other remedy available to Landlord under applicable law. Unless a shorter time is otherwise provided in this Lease, if Tenant fails to perform any obligation under this Lease Landlord will have the option to do so after ten (10) days' written notice to Tenant specifying the nature of the default. Landlord's performance of any Tenant obligation under this Lease will not waive any other remedy available to Landlord. All of Landlord's expenditures to correct the default will be reimbursed by Tenant on demand with interest at the rate of twelve percent (12%) per annum from the date of expenditure by Landlord until paid in full.

7.4 Termination Rights. Notwithstanding anything contained in this Lease to the contrary, this Lease may be terminated (a) at any time by the mutual written agreement of Landlord and Tenant; (b) by Landlord immediately upon notice to Tenant if Landlord reasonably determines that Tenant's acts or omissions cause or threaten loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss. Termination of this Lease will not constitute a waiver or termination of any rights, claims, and/or causes of action Landlord may have against Tenant; Tenant's obligations under this Lease, including, without limitation, Tenant's indemnification obligations under Section 6.4, will survive the termination. Tenant will not be entitled to damages and/or any other recovery if Landlord exercises its termination right under this Section 7.4.

8. SURRENDER; HOLDOVER

8.1 Improvements and Alterations. In addition to all other Tenant obligations required under this Lease, upon the earlier termination or expiration of this Lease, Tenant will, at Tenant's cost and expense, pay and perform the following: (a) perform all Property and Improvements maintenance and repairs for which Tenant is responsible under this Lease; and (b) surrender the Property and Improvements (subject to Section 8.4) to Landlord in good condition, repair, working order, and appearance, free of waste and debris. If Tenant fails to timely surrender the Property and Improvements in accordance with this Section 8.1, the following will apply: (x) by written notice given to Tenant within 10 days after Tenant's surrender obligations were required to be performed, Landlord may elect to hold Tenant to its surrender obligations under this Section 8.1; (y) Landlord may cause Tenant's surrender obligations to be performed in accordance with this Section 8.1, at Tenant's cost and expense; and/or (z) Landlord may treat Tenant as a holdover Tenant under Section 8.3. Tenant is liable to Landlord

for all costs and expenses Landlord incurs to cause the Property and Improvements to be surrendered in accordance with this Section 8.1 with interest at 12% per annum from the date of expenditure by Landlord until paid in full.

8.2 Tenant Personal Property Removal Obligations. Prior to the earlier termination or expiration of this Lease, Tenant will remove from the Property and Improvements all aircraft, vehicles, furnishings, furniture, equipment, tools, trade fixtures, and personal property which remain its property, including all resulting waste and/or debris. If Tenant fails to timely (specified by Landlord in writing) remove the aircraft, vehicles, furnishings, furniture, equipment, tools, trade fixtures, personal property, and all resulting waste and/or debris, the following will apply: (a) at T's election, Tenant will be deemed to have abandoned the property, and Landlord may retain the property and all rights of Tenant with respect to the property will cease; (b) by written notice given to Tenant within 10 days after removal was required, Landlord may elect to hold Tenant to its removal obligations (provided, however, if Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in storage for Tenant's account); (c) Landlord may cause the property to be removed in accordance with this Section 8.2, at Tenant's cost and expense; and/or (d) Landlord may treat Tenant as a holdover Tenant under Section 8.3. Tenant is liable to Landlord for all costs and expenses Landlord incurs to cause the property's removal and/or storage with interest at 12% per annum on all such expenses from the date of expenditure by Landlord until paid in full.

8.3 Holdover. If Tenant does not vacate and surrender the Property and Improvements in accordance with Sections 8.1 and 8.2 at the time required, Landlord will have the option to treat Tenant as a Tenant from month-to-month, subject to the provisions of this Lease (except the provisions for term and extension), except that Base Rent will be equal to 150% of the then applicable Base Rent. Failure of Tenant to timely surrender the Property and Improvements and remove its aircraft, vehicles, trade fixtures, furniture, furnishings, equipment, tools, and/or any other personal property in accordance with this Lease will constitute a failure to vacate to which this Section 8.3 will apply. If a month-to-month tenancy results from a holdover by Tenant under this Section 8.3, the tenancy will be terminable at the end of any monthly rental period on written notice from Landlord given not less than 30 days prior to the termination date which will be specified in the notice.

8.4 Removal and Ownership. Notwithstanding anything contained in this Lease to the contrary, upon the earlier termination or expiration of this Lease, Landlord may (a) require Tenant to remove the Improvements and/or Alterations from the Property (and surrender the Property to Landlord in good condition, repair, working order, and appearance, free of waste and debris), at Tenant's cost and expense, prior to the earlier termination or expiration of this Lease, or (b) purchase the Improvements in accordance with Section 8.5. If Tenant fails to timely remove the Improvements and/or Alterations from the Property under this Section 8.4 to Landlord's reasonable satisfaction (including all resulting waste or debris), Landlord may, in addition to any other Landlord rights and remedies, (y) cause the Improvements and/or Alterations to be removed at Tenant's cost and expense, and/or (z) treat Tenant as a holdover Tenant under Section 8.3. Tenant is liable to Landlord for all costs and expenses Landlord incurs to cause the removal of the Improvements and/or Alterations and Property's restoration with interest at 12% per annum on all such expenses from the date of expenditure by Landlord until paid in full.

8.5 Landlord Purchase. If Landlord purchases the Improvements in accordance with Section 8.4, Landlord will purchase the Improvements for the fair market value of the Improvements as of the expiration or earlier termination of this Lease. The purchase will be made effective as of the date of the expiration or earlier termination of the Lease. Landlord will obtain ownership of the Improvements free and clear of all Encumbrances, including, without limitation, any Tenant rights or interests in and to the Improvements. Tenant will sign and deliver all documents and instruments Landlord determines necessary or appropriate to effectuate the transfer and conveyance of the Improvements.

8.6 Fair Market Value. If Landlord elects to purchase the Improvements, then the fair market value of the Improvements will be determined by the parties through good faith negotiation, which the parties will commence at least 90 days before the expiration or earlier termination of the Lease (unless not known) and

pursue with diligence. If the parties cannot reach agreement within 30 days, then the fair market value will be determined by the following process:

8.6.1 no later than 90 days before the expiration or earlier termination of this Lease, each party will submit in confidence its written evaluation of the fair market value of the Improvements. At the same time, the parties will attempt in good faith to appoint a mutually acceptable, independent, qualified appraiser. No later than 30 days after the appraiser is appointed, the appraiser will choose one of the two proposals as the fair market value of the Improvement, which determination will be final and binding.

8.6.2 If the parties cannot agree on an appraiser, then each party will appoint a qualified, independent appraiser no later than 75 days before the expiration or earlier termination of this Lease. The appraisers appointed by each party will select a qualified, independent appraiser, who will choose one of the two proposals as the fair market value of the Improvements, which determination will be final and binding. If a party fails to timely appoint a qualified appraiser, then the one appraiser timely appointed will determine the fair market value by choosing one of the two proposals as the fair market value of the Improvements, which determination will be final and binding. If a party fails to timely submit its evaluation of the fair market value, then the timely submitted evaluation will be the final and binding fair market value of the Improvements.

8.6.3 Each party will bear one-half of the expense of the mutually appointed appraiser and the entire expense of any appraiser appointed by the party individually. Landlord will pay Tenant the agreed or determined fair market value, as the case may be, no later than 30 days after it is determined; provided, however, if Landlord determines necessary or appropriate, Landlord may pay the agreed or determined fair market value over an installment period not exceeding 48 months. Tenant will defend, indemnify, and hold Landlord harmless for, from, and against all liability and loss arising from Tenant's failure to deliver the Improvements free and clear of all Encumbrances.

9. MISCELLANEOUS

9.1 Non-waiver; Attorney Fees. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. Waiver by either party of strict performance of any provision of this Lease will not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. If an Event of Default occurs, Tenant will pay Landlord, within 10 days after Landlord's demand, all attorney fees and costs Landlord incurs to enforce the terms of this Lease whether or not Landlord instituted arbitration or litigation proceedings. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Lease, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees, expert fees, and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

9.2 Addresses for Notices; Binding Effect. All notices or other communications required or permitted by this Lease must be in writing, must be delivered to the parties at the addresses set forth above, or at any other address that a party may designate by notice to the other parties. Any notice will be considered delivered upon actual receipt if delivered personally, via email or facsimile (with electronic confirmation of delivery), or an overnight delivery service, or at the end of the third business day after the date deposited in the United States mail, postage pre-paid, certified, return receipt requested. Subject to the limitations under Section 6.1 concerning the Transfer of this Lease by Tenant, this Lease will be binding upon and inure to the benefit of the parties, their respective successors and assigns. This Lease (or any memorandum of this Lease) will not be recorded. Tenant will cause Tenant's Agents to conform and comply with this Lease.

9.3 Entry for Inspection; Late Fees; Interest. Landlord may enter the Property and Improvements for the purpose of investigating compliance with the terms of this Lease, general safety inspections, and/or for any other reasonable purposes (as determined by Landlord by visual violation). Except in the case of an emergency, Landlord will endeavor to provide Tenant no less than 24 hours' prior written notice before entering the Property. In addition, Landlord will have the right, at any time during the last 90 days of the Lease Term, to place and maintain upon the Property/Improvements notices for leasing the Property/Improvements. If Rent (or other payment due from Tenant) is not received by Landlord within 10 days after it is due, Tenant will pay a late fee equal to 10% of the payment or \$100.00, whichever is greater (a "Late Fee"). Landlord may levy and collect a Late Fee in addition to all other remedies available for Tenant's failure to pay Rent (or other payment due from Tenant). Any Rent or other payment required to be paid by Tenant under this Lease (and/or any payment made or advanced by Landlord in connection with Landlord's performance of any Tenant obligation under this Lease) will bear interest at the rate of 12% per annum from the due date (or, if applicable, the date of Landlord's payment) until paid by Tenant in full.

9.4 Severability; Further Assurance; Governing Law; Venue; Joint and Several. If a provision of this Lease is determined to be unenforceable in any respect, the enforceability of the provision in any other respect, and of the remaining provisions of this Lease, will not be impaired. The parties will sign such other documents and take such other actions as are reasonably necessary to further effect and evidence this Lease. This Lease is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing the Lease. If any dispute arises regarding this Lease, the parties agree that the sole and exclusive venue for resolution of such dispute will be in Malheur County, Oregon. All parties submit to the jurisdiction of courts located in Malheur County, Oregon for any such disputes.

9.5 Entire Agreement; Signatures; Time. This Lease contains the entire understanding of the parties regarding the subject matter of this Lease and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Lease. This Lease may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, a party will confirm a fax or email-transmitted signature page by delivering an original signature page to the requesting party. Time is of the essence with respect to Tenant's performance of its obligations under this Lease. If the date for performance of an obligation or delivery of any notice hereunder falls on a day other than a business day, the date for such performance or delivery of such notice will be postponed until the next ensuing business day. For purposes of this Lease, a "business day" means a normal working day (i.e., Monday through Friday of each calendar week, exclusive of Federal and state holidays and one day following each of Thanksgiving, Christmas, and New Year's).

9.6 Discretion; Landlord Default. When a party is exercising any consent, approval, determination, and/or similar discretionary action under this Lease, the standard will be the party's commercially reasonable discretion, which discretion will not be unreasonably withheld, conditioned, and/or delayed. No act or omission of Landlord will be considered a default under this Lease until Landlord has received 30 days' prior written notice from Tenant specifying the nature of the default with reasonable particularity. Commencing from Landlord's receipt of such default notice, Landlord will have 30 days to cure or remedy the default before Landlord will be deemed in default of this Lease; provided, however, that if the default is of such a nature that it cannot be completely remedied or cured within the thirty-day cure period, there will not be a default by Landlord under this Lease if Landlord begins correction of the default within the thirty-day cure period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practical.

9.7 Additional Provisions; Attachments; Interpretation. The provisions of all exhibits, schedules, instruments, and other documents referenced in this Lease are part of this Lease. All pronouns contained herein, and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural, and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity.

The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Lease.

[end of lease – signature page immediately follows]

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

LANDLORD:
City of Ontario,
an Oregon municipal corporation

TENANT:
James Hartman

By: Deborah Folden, Mayor


By: James Hartman

Exhibit A
Property Description and Depiction

[attached]



EXHIBIT A: 347 Charlie and 344 Delta
(44°01'17"N 117°00'26"W)



**AGENDA REPORT
OLD BUSINESS
July 22, 2025**

To: Mayor and City Council

FROM:

THROUGH: Danny K. Cummings, City Manager

SUBJECT: DAC QUESTIONS PRESENTED BY COUNCILOR ADRIANNA CONTRERAS

DATE: July 23, 2025

PROPOSED MOTION:

SUMMARY:

BACKGROUND:

CURRENT SITUATION:

ANALYSIS:

- A. **STRATEGIC PLAN**
- B. **FINANCIAL**
- C. **TIMING**
- D. **POLICY/LEGAL**

ALTERNATIVES:

RECOMMENDATION:

Staff recommends

ATTACHMENTS:

None

Committee Appointments - 2025

Committee	New Term Expiration	Current Member	Applicant
Airport [4 year term] Citizen at Large	12/28	Vacant	Pete Morgn
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	12/27	Vacant	Andi Walsh
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

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: Morgan Pete F
Last First, Middle Initial
HOME ADDRESS: 3720 Hwy 95 Parma 83660
Street City Zip Code
TELEPHONE: 208 707 2381 pmorgan@fmtc.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

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

1. Airport Committee 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
<u>E.A.A.</u>	<u>20 years</u>	<u>President</u>
<u>County Planning & Zoning</u>	<u>14 years</u>	<u>Commissioner</u>
_____	_____	_____

Employment:

<u>Retired</u>	_____	_____
Current Employer:	Position:	Dates of Employment:

Education:

Bachelor of Science Oregon State University

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

To help make the airport a valuable city asset

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

I was Ontario airport manager 2013-2016

Pete Morgan
Signature:

August 25, 2023
Date:

SUBMIT

RESET FORM

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: Walsh Amanda "Andi" M
Last First, Middle Initial
HOME ADDRESS: 329 NE 2nd Avenue Ontario 97914
Street City Zip Code
TELEPHONE: (231) 342-5142 andi.m.walsh@gmail.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

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

Diversity Advisory Committee
1. 2. 3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
<u>OSU Master Gardener Program</u>	<u>1 year 4 months</u>	<u>Master Gardener</u>
<u>OHA Health Equity Committee</u>	<u>1 year</u>	<u>Co-Chair, Member</u>
<u>OHA HB 2235 Workgroup</u>	<u>4 months</u>	<u>Member</u>

Employment:

<u>Children's Institute</u>	<u>Senior Health Policy Advisor</u>	<u>10/2023 - Present</u>
Current Employer:	Position:	Dates of Employment:

Education:

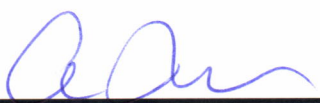
Bachelor of Arts (BA) in "Child and Adolescent Mental Health"; Master of Social Work (MSW) in Mental Health; Juris Doctor (JD) in Child & Family Law and Public Interest Law, Master of Laws (LLM) in Health Law and Policy

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

I believe in using my lived and work experience to ensure all voices are at the table at all levels of government. My goal is to ensure authentic community engagement as our most powerful resource.

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

I serve on several state committees for children, families, and health and plan to use that position to ensure Ontario needs are genuinely heard and met at the state level.


Signature:

April 8, 2025
Date:

Submit

Reset



**AGENDA REPORT
NEW BUSINESS
July 22, 2025**

To: Mayor and City Council

FROM: Tatiana Burgess, Planning Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: LETTER OF SUPPORT: DLCD GRANT APPLICATION

DATE: July 15, 2025

PROPOSED MOTION:

I MOVE TO APPROVE THE LETTER OF SUPPORT FOR THE DLCD HOUSING PLANNING ASSISTANCE APPLICATION.

SUMMARY:

Through the 2025-2027 Housing Planning Assistance Application, the Planning and Zoning Department could benefit from grant funding to update local development codes and comprehensive plans to comply with applicable state housing statutes and reduce regulatory barriers to housing production. The grant funding would be utilized to pay for the services of a DLCD-provided consultant and does not require matching funds.

BACKGROUND:

Ontario adopted its most recent Housing Productivity Measures Report in 2021.

CURRENT SITUATION:

There have been several statutory code updates over the last few legislative sessions, and having a code audit and amendment would ensure code compliance, as well as prepare for the next upcoming Housing Capacity Analysis coming due in 2029.

The grant opportunity was discussed with the Grants Committee at its most recent meeting. The grant application is due on August 4, 2025, and while the letter of support can be submitted after the application due date, the Planning Department would like to submit a complete package, including the letter of support.

ANALYSIS:

- A. **STRATEGIC PLAN** If awarded, this grading funding would sponsor code updates that would provide more efficient services to the public, as well as preserve our commitment to the citizens of Ontario to delivering a higher standard of living.
- B. **FINANCIAL** If awarded, there is no matching fund requirement to be met.

- C. **TIMING** Grant application is due to be submitted to DLCD no later than August 4, 2025.
- D. **POLICY/LEGAL** If awarded, the grant would facilitate a comprehensive development code audit to ensure regulatory compliance.

ALTERNATIVES:

The grant application would be deemed incomplete without a letter of support. That would result in the application not being considered and the Planning Department could potentially miss out on this grant funding opportunity.

RECOMMENDATION:

Staff recommends the City Council approve the letter of support.

ATTACHMENTS:

1. Mayor Folden Letter of Support for DLCD Grant



City of Ontario
Office of the Mayor
Deborah K. Folden, Mayor
444 SW 4th Street
Ontario, OR 97914
Voice (541)823-2366
Fax (541)889-7121

deborah.folden@ontariooregon.org

July 22, 2025

Department of Land Conservation and Development
Housing Program
635 Capitol St NE Ste. 150
Salem, OR 97301

Re: Letter of Support for 2025-2027 Housing Planning Assistance Application

To the Housing Team:

As Mayor of the City of Ontario, Oregon, I am pleased to represent the City Council in expressing full support of the Housing Planning Assistance Application.

The City of Ontario's Planning Department successfully adopted its most recent Housing Productivity Measures Report in 2021, in collaboration with Winterbrook Planning. The City of Ontario is currently on an eight-year cycle, and it's scheduled to complete its next Housing Capacity Analysis (HCA) by 2029 and adopt its Housing Production Strategy (HPS) by 2030.

As a result of the recent regulatory updates, and DLCD's available grant funding, Ontario's Planning Department chose to apply for the DLCD-provided consultant funding, to conduct a development code audit and prepare necessary amendments. The Ontario's Planning Department is currently staffed with 1.5 full-time employees and would benefit from a DLCD-provided consultant, not only to ensure code compliance but to also assist Ontario in preparing for its next upcoming HCA/HPS.

Being able to incorporate all state regulatory requirements into Ontario's development code, would also support our citizens, developers and economic partners in overcoming barriers, speeding its housing production and advancing its growth.

The Ontario City Council wholeheartedly supports the Housing Planning Assistance Application and values the positive outcome this funding can have on our entire community.

Very sincerely,

Deborah K. Folden, Mayor
City of Ontario, Oregon



**AGENDA REPORT
NEW BUSINESS
July 22, 2025**

To: Mayor and City Council

FROM: Dan Cummings, City Manager/Community Development Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **RESOLUTION #2025-120: ASSIGNING MOORE PARK TO A SERVICE CLUB**

DATE: July 10, 2025

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE RESOLUTION #2025-120, A RESOLUTION ASSIGNING MOORE PARK TO THE SERVICE CLUB REVITALIZE ONTARIO FOR THE PURPOSE OF PROMOTING AND FUNDRAISING, AND ASSIGNING \$20,000 IN MATCHING IMPROVEMENT FUNDS TO THIS PARK.

SUMMARY:

The City of Ontario has designated several of the municipal parks to individual service clubs for the purpose of fundraising for improvements in the city parks. Revitalize Ontario is a local service club that would like to be assigned the city park known as Moore Park to help promote and raise funds for improvements that park.

BACKGROUND:

The City of Ontario has designated several of the municipal parks to individual service clubs for the purpose of fundraising for improvements in the city park.

The Lions Park was assigned to the local Lions Club, the Rotary Laxson Park was assigned to the local Rotary Club, the Beck Kiwanis Park and the Lanterman Kiwanis Park were assigned to the local Kiwanis Club, and the Optimus Park was assigned to the local Optimus Club.

Revitalize Ontario is a local service club that would like to be assigned the city park known as Moore Park to help promote and raise funds for improvements to that park.

CURRENT SITUATION:

At the current time, no service club has been assigned to the city park, referred to as Moore Park. The city desires that all city parks be represented by a service club to help promote and raise funds for future improvements in the parks.

ANALYSIS:

- A. **STRATEGIC PLAN** Assigning a service club helps promote the beautification, desirability, and lifestyle of the City Council's strategic plan.
- B. **FINANCIAL** If the city chooses to add Moore Park to the incentive program, it could add the \$20,000 matching funds for Moore Park that the other four parks have to help promote the improvements in the parks. There would be no need for a budget adjustment at this time as there is still \$79K plus in the fund.
- C. **TIMING** There is no required timing for this action.
- D. **POLICY/LEGAL** The City Council is the governing body that has the power to designate the city parks.

ALTERNATIVES:

The Council could choose not to have a sponsor for Moore Park.

RECOMMENDATION:

Staff recommends the City Council assign Moore Park to the service club Revitalize Ontario.

ATTACHMENTS:

1. Resolution #2025-120 Assigning fund raising of Moore Park to Revitalize Ontario



RESOLUTION #2025-120

A RESOLUTION ASSIGNING MOORE PARK TO THE SERVICE CLUB REVITALIZE ONTARIO FOR THE PURPOSE OF PROMOTING AND FUNDRAISING

WHEREAS, The City of Ontario has designated several of the municipal parks to individual service clubs for the purpose of fundraising for improvements in the city parks; and

WHEREAS, The Lions Park was assigned to the local Lions Club, the Rotary Laxson Park was assigned to the local Rotary Club, the Beck Kiwanis Park and the Lanterman Kiwanis Park are assigned to the local Kiwanis Club, and the Optimus Park was assigned to the local Optimus Club; and

WHEREAS, Revitalize Ontario is a local service club that would like to be assigned the city park known as Moore Park to help promote and raise funds for improvements to Moore Park; and

WHEREAS, The City Council is the governing body that has the power to designate the city parks.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, that Resolution #2025-120 assigns the Moore Park to the service club Revitalize Ontario for the purpose of promoting the park as well as fundraising for improvements to the park.

BE IT FURTHER RESOLVED that Revitalize Ontario is not required to raise any set amount of funds for improvements, nor are they allowed to control who uses the park, which is the responsibility of the city.

BE IT FURTHER RESOLVED that Revitalize Ontario has no authority to use the land for any type of collateral or put any loans against the property.

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:

APPROVED by the Mayor this ____ day of _____, 2025.

ATTEST:

Deborah K. Folden, Mayor

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
July 22, 2025**

To: Mayor and City Council

FROM: Dan Cummings, City Manager/Community Development Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **RESOLUTION #2025-121: AMEND BUDGET TO ADD FUNDING FOR SISTER CITY PROGRAM**

DATE: July 11, 2025

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE RESOLUTION #2025-121, A RESOLUTION TO APPROPRIATE ADDITIONAL FUNDING FOR THE SISTER CITY 50TH ANNIVERSARY DELEGATION.

SUMMARY:

During the budget process, the city budgeted \$3,000 towards the Sister City Program to help towards the 50th anniversary of the program. It was found that there will be 28 delegates coming from Japan and there may be a need for additional funding of \$7,000 for a total of \$10,000.

BACKGROUND:

This is the 50th anniversary of the Sister City Program. A delegation from Ontario went to Japan in October 2024 and there will be 28 delegates coming from Japan in October 2025 to Ontario.

CURRENT SITUATION:

Councilor Hart and Councilor Braden would like the City Council to consider adding the additional \$7,000 to the already budgeted \$3,000 for a total of \$10,000 to be available for the committee planning the delegation. The delegation will be in Ontario for three days.

The committee will submit invoices to the city for any additional funding needed, up to \$10,000. If the full funding is not needed, it will stay in the city fund.

ANALYSIS:

- A. **STRATEGIC PLAN** No direct strategic plan impact.
- B. **FINANCIAL** The requested additional \$7,000 will reduce the contingency balance in the general fund from \$718,652 to \$711,652.
- C. **TIMING** The delegates are coming to Ontario in October 2025. The quicker the funds are approved, the sooner the committee can work on planning the visit.

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

ALTERNATIVES:

A. Take No Action - The Council could take no action on this matter; this would keep the budget at \$3,000

RECOMMENDATION:

Staff recommends the approval of Resolution #2025-121.

ATTACHMENTS:

1. Reso #2025-121 Sister City Program Funding



RESOLUTION #2025-121

**A RESOLUTION TO APPROPRIATE ADDITIONAL FUNDING FOR THE
SISTER CITY 50TH ANNIVERSARY DELEGATION**

WHEREAS, This year is the 50th anniversary of the Sister City relationship between Ontario and Osakasayama Japan; **and**

WHEREAS, There will be 28 delegates coming from Osakasayama to commemorate this anniversary; **and**

WHEREAS, \$3,000 was approved in the 2025-2026 budget for Sister City expenditures; however, an additional \$7,000 will be needed; **and**

WHEREAS, The City desires to modify the 2025-2026 budget in order to appropriate funds necessary to complete the project.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the following adjustment to the fiscal year 2025-2026 budget:

Line Item	Item Description	FY 25-26 Budget	Amount of Change	Adjusted Budget
GENERAL FUND				
001-004-616600	Sister City	\$5,800	\$7,000	\$12,800
001-004-871000	Operating Contingency	\$718,652	(\$7,000)	\$711,652

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 22nd day of July, 2025, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 22nd day of July, 2025.

Deborah K. Folden, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

FY 24/25 THIRD QUARTER REPORT

January through March 2025



INCIDENT STATISTICS

THIRD QUARTER (JAN-MARCH 2025)	City	Rural	Total	
Medical Emergencies	464	55	519	
Tiered Medical Calls (Non-Emergency)	68	4	72	12%
Fire Related Calls	80	21	101	15%
Hazmat	0	1	1	
Generals	6	5	11	
Mutual Aid Given	1	1	2	
Overdoses	14	3	17	
Total	612	81	693	
	88%	12%		

SIGNIFICANT INCIDENTS

- OFR responded to 45 motor vehicle crashes in the third quarter.
- January 19th RV Fire at “The Flats” - total loss.
- January 30th - I-84 near Huntington: Tractor trailer fire with hazardous materials load - Hazmat Team 14 and ORFPD water tender responded.
- January 27th - Law Enforcement Assist - Removed person stuck under chunks of concrete.
- February 25th Water rescue at a residence on NW 36th Street due to flooding.
- February 26th backhoe fire with structures threatened East Island Rd.
- March 2nd Residential structure fire SW 5th Avenue 1000 block.
- March 21st Structure Fire - Large storage building on SE 2nd / SE 9th Ave.
- April 3rd Hazmat team to Burns to assist with flooding - provided environmental testing.



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.

 Malheur County Local Emergency Planning Committee (LEPC)

 Snake River Valley Fire Chiefs Association

 Snake River Valley Training Officers Association

 Coffee with the Veterans - Captain Jared Gammage

 Ontario Area Chamber of Commerce

 National Night Out Committee

 Saint Alphonsus Community Hospital Board

 45th Annual Firefighter Benefit Dance

COMMUNITY ENGAGEMENT & EDUCATION

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.
- Our Command Staff (Lieutenants, Captain, and Chief) completed a nationally recognized incident command training called Blue Card.

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. This is what is referred to as our “Standard of Cover”.

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.

Ontario Fire & Rescue current staff includes 10 career firefighter/EMTs, 1 administrative assistant, 20 part-time on-call firefighters, and 2 junior/cadet firefighters.

STRATEGIC INITIATIVES

Safe and adequate staffing levels. Our goal is to provide Ontario with a minimum staffing level (Standard of Cover) 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.



Fire Station 2 Addition: We are currently exploring grant opportunities to help fund the Station 2 Addition project, which will allow for staff to respond out of station 2. This will also allow us to pursue important programs like college sleeper programs and Oregon's firefighter apprenticeship program.

**THANK
YOU!**

We are grateful to serve the
citizens of Ontario!





Ontario Police Department

- Quarterly Report
- 2025- 2nd Quarter (April - June)

Jason Cooper
Interim Police Chief





AGENCY STRUCTURE



ONTARIO
OREGON

INT. CHIEF OF POLICE

JASON COOPER

ACT. CAPTAIN

JAMES SWANK

OPERATIONS LIEUTENANT

VACANT

SERGEANTS

JON LAURENSEN
CASEY WALKER
CHRIS BOLYARD

VACANT

DETECTIVES

BEN ESPLIN
BJ SNYDER

EVIDENCE TECHNICIAN

STEPHANIE CUMMINGS

POLICE OFFICE
MANAGER

SHERI SMITH

POLICE SUPPORT
SPECIALIST

LIZ AMASON
VACANT

SCHOOL RESOURCE
OFFICERS

DANIELLE LLAMAS-HS
VACANT-MS

PATROL
(A & C)

JEREMY JONES
TODD HARNDEN
TYLER BULLINGTON
RICK REYNA
BRANDON MITCHELL
ADEN MARIN
VACANT
VACANT

PATROL
(B & D)

JARED CUTLER
RICHARD FRAZIER
ADAM CLINTON
MIKE GALLAGHER
TAYLOR BROWN
GABE GALICIA
TANNER SMITH
VACANT

CODE ENFORCEMENT

TRISH ROBINSON

CITY HALL
POLICE DEPARTMENT
FIRE & RESCUE



Personnel Updates



Vacancies

- 6 – Officer openings
 - 1 Filled –Start date June 2nd
 - Upcoming Job Recruitment Fair (completed June 20th)
 - 2 Candidates identified (Candidate selection in progress)
- 1- Support staff opening (Candidate selection in progress)
- 1- Officer resignation



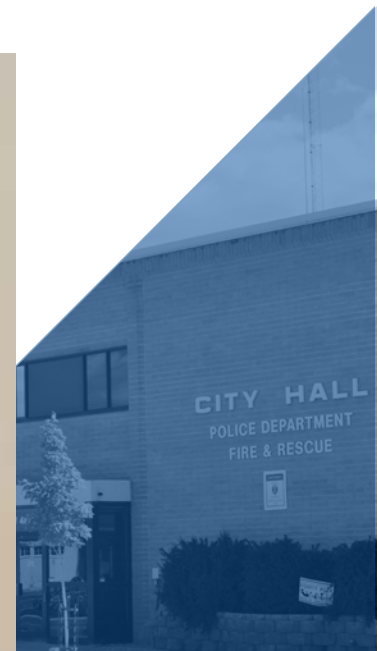


Recruit Officer Update



Officer Aden Marin -
Completed FTEP - Solo Status
June 15th, 2025

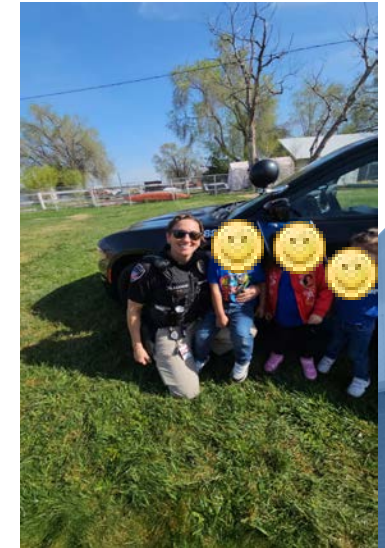
Officer Tanner Smith -
Police Academy Week 6
(As of July 21st, 2025)





Community Involvement

- Police/Fire Autism Awareness (April)
 - Public Safety Response
- Oregon Child Development Coalition
 - Week of the Child Event (April)
- Autism Awareness- Downtown Event (April)
- Touch a Truck Event (May)
 - Public Safety Interaction
- Active Shooter response presentation
 - Project Dove





Significant cases



Update(s) from previous cases

- Armed Robbery-Rusty's (December) – Trial verdict update.
- Armed Robbery-'Lil Palomino (January) – Trial verdict update



April-May

- Arson (residential structure) - Arrest/Pending prosecution
- Weapons (firearm) incident - In custody/Pending Grand Jury
- Death Investigation – Train vs. Pedestrian Fatality – Under investigation





High Desert Task Force



• HDDTF Highlights for past quarter

- **8** search warrants
- **Total**
 - **2.1** lbs pounds of methamphetamine
 - **8.2** ounces of fentanyl
 - **35** fentanyl pills
 - **4** firearms seized
 - **13** arrests
- Investigation - April 2025 (**Ontario**)
 - Residential search warrant
 - 3 arrests
 - 2 lbs. of methamphetamine and firearm seizure
- Investigation- May 2025 (**Ontario**)
 - Vehicle intervention and search warrant
 - Half pound of fentanyl powder (over 2000 user amounts) seized
- Investigation- June 2025 (**Ontario**)
 - Hotel room search warrant
 - Armed suspect arrested (menacing w/firearm and elude from Malheur County Sheriff
 - ¼ oz. of fentanyl, 1/8 oz. methamphetamine & Firearm seized

Major Crime investigation assists

- FBI Manhunt/La Grande assist - (locate & coordinate arrest of wanted/armed rape suspect)
- Malheur County OIS - (Officer involved shooting)
- SRCI Facility (Supplying Contraband/Search Warrant & Arrest/1 oz. methamphetamine) (OPD)

HDDTF 2025 Statistics

	April-June	TOTAL (Jan-June)
Investigations Initiated	15	34
Arrests	13	28
Methamphetamine Seized (lbs)	2.1	2.9
Fentanyl Pills Seized	35	66
Fentanyl Seized (oz)	8.2	10.3
Cocaine Seized (oz)		0
Heroin Seized (oz)		0
Bulk processed marijuana seized (lbs)		0
Marijuana plants destroyed		0
Guns Seized	4	10
Search Warrants	8	13
MCT Inv. Assists (Ontario)		1
MCT Inv. Assists (County)	2	4
Stolen Property Recovered		2
Drug Endangered Children	1	3
Currency Seized		\$ 11,122
Property Forfeiture Seized (est.)		\$ -



Active Projects



- Motorola- RMS
- Recruiting (Job Fair) **Completed Event- June 20th**
- Policy Updates (Lexipol)
- RFP for Body Cameras
- PD Remodel
- Evidence Room Temporary Drying Station **Completed in June**





Professional Development / Training

(**Development & Opportunity**)



- | | | |
|---|---------|--|
| ➤ <u>Crisis Intervention</u> - (3) Officers | (April) | Trauma Informed Response Training (T.I.R.T.) – Train the trainer |
| ➤ <u>Crisis Intervention</u> - (2) Officers | (April) | C.I.T & De-escalation Course |
| ➤ <u>Use for Force</u> - (1) Officer | (May) | Taser Instructor Certification Course (T.T.T) |
| ➤ <u>Investigations</u> - (1) Officer | (June) | Death Investigations-Deputy Medical Examiner |
| ➤ <u>Firearms</u> - (2) Officers | (June) | Glock Armorer Certification Course |
| ➤ <u>Records Management</u> - (1) Employee | (June) | O.L.E.R.A. Annual Training Conference |
| ➤ <u>Evidence Management</u> - (2) Officers | (June) | Advanced concepts in evidence management |
| ➤ <u>Firearms Training</u> - (2) Officers | (June) | Precision, Intelligence gathering & observation tactics |





MALHEUR COUNTY COURT MINUTES

June 25, 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. Present in the meeting room were Administrative Officer Lorinda DuBois, Economic and Community Development Coordinator Taylor Rembowski, Heather Land with Treasure Valley Paramedics (TVP), and Shawn Logan, attorney for TVP. Notice of the meeting was posted on the County website, Courthouse bulletin board and emailed to the Argus Observer and those persons who have requested notice. The agenda is recorded as instrument # [2025-2151](#)

PUBLIC HEARING - ADOPTION OF ASD BUDGET

The Court met as the governing body of the Ambulance Service District (ASD). Judge Joyce opened the public hearing for consideration of Resolution R25-13 adopting the Ambulance Service District budget; notice of the hearing was published in the Argus Observer. No changes were made to the Approved Budget. No public comments were received. Judge Joyce closed the hearing. Commissioner Jacobs moved to approve Resolution R25-13: In the Matter of the Adoption of a Budget and Levy of Taxes for the Fiscal Year 2025/26 as Required by ORS (Oregon Revised Statutes) 294.456. Commissioner Mendiola seconded and the motion passed unanimously. Total Appropriation is: \$313,320. See instrument # [2025-2152](#)

TREASURE VALLEY PARAMEDICS

Mr. Logan explained that he and Ms. Land were present for the discussion and possible decision concerning the repayment plan with TVP and the County for past dispatch fees. TVP has requested a 5-year repayment plan for the past dispatch fees (\$73,000). Commissioner Jacobs noted the matter has been previously discussed and that he recognizes the financial challenges for TVP; and moved to approve a 5-year repayment plan, with no interest, with TVP for the \$73,000. Commissioner Mendiola seconded and the motion passed unanimously.

Mr. Logan and Ms. Land left the meeting.

COURT MINUTES

Commissioner Mendiola moved to approve Court Minutes of June 18, 2025 as written. Commissioner Jacobs seconded and the motion passed unanimously.

FAIR ADVISORY BOARD

Commissioner Jacobs moved to appoint Misty King to the Fair Advisory Board. Commissioner Mendiola seconded and the motion passed unanimously.

COMMUNITY IN ACTION (CinA) GRANT APPLICATION

Commissioner Jacobs moved to support Community in Action's Emergency Solutions Grant (ESC) application. Commissioner Mendiola seconded and the motion passed unanimously. Funding will assist with shelter operations, and homeless and street outreach services. See instrument # [2025-2153](#)

PUBLIC HEARING - ADOPTION OF EXTENSION TAX DISTRICT BUDGET

The Court met as the governing body of the Malheur County Agricultural Educational Extension Service District. Judge Joyce opened the public hearing for consideration of Resolution 25-14 adopting the Extension tax district budget; notice of the hearing was published in the Argus Observer. No changes were made to the Approved Budget. No public comments were received. Judge Joyce closed the hearing. Commissioner Jacobs moved to approve Resolution R25-14: In the Matter of the Adoption of a Budget and Levy of Taxes for the Fiscal Year 2025/26 as Required by ORS 294.456. Commissioner Mendiola seconded and the motion passed unanimously. Total Appropriation is \$2,366,015 and the tax rate is \$0.23 per \$1,000 of assessed value. See instrument # [2025-2154](#)

PUBLIC HEARING - ADOPTION OF COUNTY BUDGET

Judge Joyce opened the public hearing for consideration of Resolution R25-15 adopting the County budget; notice of the hearing was published in the Argus Observer. No public comments were received. Several changes were made to the Approved Budget prior to adoption and Ms. DuBois provided those changes to the Court members in advance of the hearing; changes in the General Fund include increasing the Physicians Services Contract in the Jail budget, additional Homeland Security Grant funds in the Emergency Management budget, adding back to the budget Contracted Services in the Planning and Zoning budget, adding funding for a portion of the Marine Deputy in the Sheriff's Office budget due to a reduction in State Marine Board funds (loss of the Marine Board funds is reflected in the Boat License budget), several adjustments to the the Marine and Park budget (removal of MAP Funds, increasing Caretaker salary, and breaking out the expenses into numerous line items to provide greater clarification of expenses), adding \$2,000 in Tax/Treasurer Fees, increasing WIC funding and Health Specialist expense in the Health Department budget, and adding funds for Dues and Time Tracking in the Administrative Office budget. Funding was moved in the Community Corrections budget to allow for a key employee who is retiring to work additional hours for training purposes with the new-hire; additionally, Community Corrections is receiving additional DOC Grant In Aid funding and Reinvestment Grant funding than was anticipated – this is due to increasing supervision numbers and it is proposed to hire an additional P&P Officer; and the Fair received a facility improvement grant. Commissioner Mendiola requested the County Surveyor be increased from 37.5 to 40 hours per week. Commissioner Jacobs concurred with Commissioner Mendiola. Judge Joyce stated the hearing would be continued to later in the meeting to allow time for Ms. DuBois to change the budget documents. Mr. McKrola expressed support for the possible implementation of an electronic Time Tracking system.

COMMUNITY CORRECTIONS

Sheriff Travis Johnson and Lieutenant Jim St. Michell met with the Court. Sheriff Johnson and Lt. St. Michell provided additional information on the increase in Grant In Aid and Reinvestment funding and the request to hire an additional P&P deputy to accommodate the rise in persons on supervision. The new position would be assigned to the Downward Departures caseload. Last biennium a P&P deputy was requested to cover the Downward Departures caseload and it was anticipated there would be approximately 35-40 offenders in that caseload; there are currently 69 offenders in the Downward Departures caseload. Commissioner Mendiola moved to approve the hiring of one additional P&P deputy in the 2025/2026 fiscal year. Commissioner Jacobs seconded and the motion passed unanimously.

PUBLIC HEARING – ORDINANCE NO. 237

Judge Joyce opened the first public hearing for consideration of Ordinance No. 237: An Ordinance Permitting Accessory Dwelling Units (ADUs) in the Rural Residential Zone. Notice of the hearing was published in the Argus Observer on June 18, 2025. The ordinance would allow for one accessory dwelling unit, no larger than 900 square feet on a lot at least two acres in size in a rural residential zone not within an urban reserve area (with an existing single-family dwelling); the ADU is to be served by the same water source as the existing dwelling, be served by the same septic system if feasible, and the ADU shall be no further than 100 feet from the existing dwelling (and not attached to the existing dwelling). No written comments were received. No public comments were received. A second public hearing is scheduled for July 9, 2025. Judge Joyce closed the hearing.

Mr. Rembowski left the meeting.

OREGON DEPARTMENT OF AGRICULTURE – GRASSHOPPER GRANT AGREEMENT

Casey Prentiss with Oregon Department of Agriculture (ODA) reported on grasshoppers and Mormon crickets. ODA did scouting and the numbers are low for grasshoppers and a few Mormon crickets were found. Landowners in the southern part of the county report large numbers of crickets in Idaho. Lake, Klamath, and Crook counties have a significant amount of grasshoppers. The Court members discussed if they wanted to accept the Oregon Department of Agriculture grant funds for mitigation of grasshoppers/Mormon Crickets on agricultural crops. If the County does not accept the funding the funds would be divided up among the other five counties that have grasshopper/Mormon cricket funding allocations. The County can carry the funding over if not expended in this season. Funding can also be used to contract directly with ODA for future surveying efforts. (There will be no further surveying through ODA as its funding is depleted.) The County could also distribute some of its funding to another county in need later in the year. After discussion, Commissioner Mendiola moved to sign Oregon Department of Agriculture Grasshopper and Mormon Cricket General Fund Allocation Grant 2025 Grant Agreement – Grant #GHMC-6-2025. Commissioner Jacobs seconded and the motion passed unanimously. See instrument #[2025-2160](#)

CONTINUATION OF PUBLIC HEARING - ADOPTION OF COUNTY BUDGET

Judge Joyce continued the public hearing for adoption of the County budget. Ms. DuBois presented the changes to the budget as requested by the Court (increasing the Surveyor position to 40 hours per week). Judge Joyce closed the hearing. Commissioner Mendiola moved to approve Resolution R25-15: In the Matter of the Adoption of a Budget and Levy of Taxes for the Fiscal Year 2025/26 as Required by ORS 294.456. Commissioner Jacobs seconded and the motion passed unanimously. The total sum of the budget for the 2025/26 fiscal year is \$69,611,201; and the tax rate is \$2.5823 per \$1,000 of assessed value. See instrument # [2025-2156](#) for the document listing the changes to the Approved budget prior to Adoption; and instrument # [2025-2155](#) for Resolution R25-15.

COMMITTED FUND BALANCES

Judge Joyce moved that the Malheur County Court hereby report the 2024/2025 ending fund balances of the following Special Revenue Funds as "Committed Fund Balances". These committed fund balance amounts can only be used for the specific purposes for which they were imposed unless the Malheur County Court removes or changes the specified use by taking the same type of action (legislation, resolution, or ordinance) it employed to previously commit those amounts. The Special Revenue Funds are: Major Bridge, Surveyor Corner Preservation, Community Corrections, Law Library, Boat License, Corrections Assessment, DA Enforcement, Taylor Grazing, Task Force, Ambulance Service District, Juvenile Crime Prevention, Federal Forfeitures Fund, Agricultural Educational Extension Service District, LATCF (Local Assistance and Tribal Consistency Fund), 911 Fund, Traffic Safety, Court Facilities Security, State Drug Court, State Mediation, CVSO (County Veterans Services Officer) Expansion, Search & Rescue, GIS (Geographical Information Systems) Maintenance, Clerk's Record Fund, Special Transportation Fund, Work Release Construction, Economic Development, American Rescue Plan, and Opioid Settlement. Commissioner Mendiola seconded and the motion passed unanimously. This motion is effective as of June 25, 2025.

PUBLIC COMMENTS

Judge Joyce asked for public comments; there were none.

COURT ADJOURNMENT

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

MALHEUR COUNTY COURT MINUTES

July 9, 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. Present in the meeting room were Administrative Officer Lorinda DuBois, Economic and Community Development Coordinator Taylor Rembowski, Building Official Adele Schaffeld, and Antonio Sunseri with the Argus Observer. Notice of the meeting was posted on the County website, Courthouse bulletin board and emailed to the Argus Observer and those persons who have requested notice. The agenda is recorded as instrument # [2025-2271](#)

PUBLIC HEARING - RATE INCREASE FOR ONTARIO SANITARY SERVICE

Present for the public hearing for consideration of a rate increase for Ontario Sanitary Service was Travis Williams from Ontario Sanitary Service/Waste Connections. Notice of the hearing was published in the Argus Observer on June 25, 2025. Judge Joyce opened the hearing. A rate increase of 3% was proposed. Mr. Williams explained the proposed increase is based on the CPI (Consumer Price Index) for the state of Oregon and will increase the most frequently utilized service \$0.69 a month (residential service). Ontario Sanitary has invested approximately \$750,000 in operations over the last year (2 new trucks and additional containers). No written comments were received; no oral comments were received. Commissioner Jacobs noted that costs continue to rise and the requested increase was reasonable. The hearing was closed. Commissioner Jacobs moved to approve the requested rate increase. Commissioner Mendiola seconded and the motion passed unanimously. The changes are effective August 1, 2025. See instrument # [2025-2272](#) for the rate schedule

CROSSING PERMITS

Commissioner Jacobs moved to approve the following Crossing Permits to Rally Networks for burying of fiber optic communications cable: Permit #55-25 on 2nd Ave W #950; Permit # 56-25 on 3rd Ave W #1086; Permit #57-25 on Alder Road #1007; Permit # 58-25 on Anderson Drive #1511; Permit # 59-25 on Arabian Drive #1102; Permit #60-25 on Arrow Lane #875; Permit #61-25 on Birch Road #1002; Permit #62-25 on Butte Drive #885; Permit #63-25 on Cedar Road #945; Permit #64-25 on Daisy Lane #1559; Permit #66-25 on Foothill Drive #869; Permit # 67-25 on Freese Lane #872; Permit #68-25 on Frontier Lane #873; Permit # 69-25 on Greenfield Road #1009; Permit #70-25 on Hale Road #951; Permit #71-25 on Halliday Road #1073; Permit #72-25 on Haul Road #1514; Permit # 73-25 on Hillcrest Drive #872; Permit #74-25 on Hillside Drive #1076; Permit #75-25 on Hoffman Drive #1512; Permit #76-25 on Honeysuckle Lane #617; Permit # 77-25 on Hood Road #592; Permit # 78-25 on Kochsmeier Road #509; Permit # 79-25 on Lagoon Drive #869; Permit #80-25 on Lee Road #882; Permit #81-25 on Morgan Avenue #926; Permit #82-25 on Netcher Lane #595; Permit #83-25 on Onion Avenue #1102; Permit #84-25 on Railroad Avenue #874; Permit # 85-25 on Saddlehorn Lane #879; Permit # 86-25 on Saddler Lane #594; Permit # 87-25 on Smith Drive #1509; Permit # 88-25 on Stage Road #1011; Permit #89-25 on Tattletale Lane #638; Permit #90-25 on Thousand Springs Road # 1558; Permit #91-25 on Valeview Road #877; Permit #92-55 on Valley View Road #616; Permit #93-25 on Yakima Street #1510; and Permit #94-25 to High Tech Utilities/Sparklight for work on Alberta Avenue #768 and Park Avenue #857. Commissioner Mendiola seconded and the motion passed unanimously. Original permits will be kept on file at the Road Department.

COURT MINUTES

Commissioner Mendiola moved to approve Court Minutes of June 25, 2025 as written. Commissioner Jacobs seconded and the motion passed unanimously.

AGREEMENT - DR SMITH

Acting as the governing body of the Ambulance Service District, Commissioner Jacobs moved to approve Professional Service Agreement Supervising Physician to Emergency Medical Service Providers within Malheur County with Morris H. Smith, MD. Commissioner Mendiola seconded and the motion passed unanimously. The agreement expires June 2026; compensation is \$500 per month. See instrument # [2025-2273](#)

CHECK REGISTER

Commissioner Jacobs moved to approve Accounts Payable Registers for April and May 2025. Commissioner Mendiola seconded and the motion passed unanimously.

AGREEMENT – 3J CONSULTING

Commissioner Jacobs moved to approve Agreement for Consulting Services with 3J Consulting, Inc. Commissioner Mendiola seconded and the motion passed unanimously. 3J Consulting will provide land use planning services (including floodplain management) to the County as needed.

VACATION ORDER - PORTION OF ROADS IN BROGAN

Commissioner Jacobs moved to approve Order No. GO-06-25: In the Matter of the Vacation of a Portion of Third Avenue, Second Avenue and Clark Street in Brogan. Commissioner Mendiola seconded and the motion passed unanimously. This matter was considered by the Court in May. The petitioner was Trent Kleinkopf; Mr. Kleinkopf is the landowner owning 100% of the land abutting the vacated portions of the roads. See instrument # [2025-2274](#)

Mr. Sunseri left the meeting.

PUBLIC HEARING – ORDINANCE NO. 237

Judge Joyce opened the second public hearing for consideration of Ordinance No. 237: An Ordinance Permitting Accessory Dwelling Units (ADUs) in the Rural Residential Zone. Notice of the hearing was published in the Argus Observer on June 18, 2025. County Counsel Stephanie Williams explained that ADUs were created by legislation a few years ago and the proposed

ordinance follows state statute; and there is a need and desire for the ordinance. An ADU cannot be used for a vacation rental or a commercial rental. The ADU must be a detached dwelling; the ADU cannot be attached to the primary dwelling, nor can a garage be converted to an ADU. The ADU can be no larger than 900 square feet and the lot or parcel must be at least two acres. The Planning Department has a form to apply for an ADU and the application fee is \$200. The ordinance applies to the County rural residential zone; cities have their own ordinances regarding ADUs. Ms. Schaffeld commented that the State has permit ready plans for ADUs and those plans will be placed on the Building Department's website. (Use of the permit ready plans is not required but will be available for those who wish to use them.) No written comments were received. No public comments were received. Judge Joyce closed the hearing. Commissioner Mendiola moved to approve Ordinance No. 237: An Ordinance Permitting Accessory Dwelling Units (ADUs) in the Rural Residential Zone. Commissioner Jacobs seconded and the motion passed unanimously. The ordinance has an emergency provision and takes effect immediately upon passage. See instrument # [2025-2275](#)

AMENDMENT - DEPARTMENT OF ENERGY

Commissioner Jacobs moved to approve Amendment No. 3 to Intergovernmental Agreement (IGA) No. 19-035 with Oregon Department of Energy (ODOE). Commissioner Mendiola seconded and the motion passed unanimously. The termination date of the IGA is extended to June 30, 2027. See instrument # [2025-2279](#)

PUBLIC COMMENTS

Judge Joyce asked for public comments; there were none.

COURT ADJOURNMENT

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

Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
Printed: 7/17/2025 2:32 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	PRFED	PAYROLL TAXES	06/05/2025	767.34
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	06/05/2025	40.79
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	06/05/2025	161.45
ACH	PRPERS	OREGON PERS	06/05/2025	1,500.26
133292	879948	A+ Plus Awards	06/05/2025	54.00
133293	0143466	Amazon Capital Services	06/05/2025	175.00
133294	037600	AT&T	06/05/2025	25.71
133295	637828	Century Link Communications, LLC	06/05/2025	48.74
133296	879445	Connected Professional Accountants, LLC	06/05/2025	6,425.00
133297	878926	Jared Cutler	06/05/2025	892.00
133298	879736	Desert Sage Event Center	06/05/2025	2,697.06
133299	879757	Dirty Girl Construction, LLC	06/05/2025	35,294.10
133301	&260	Four Rivers Cultural Center	06/05/2025	21,436.41
133302	376000	Idaho Power	06/05/2025	1,622.60
133303	879191	Kristy Lynn Janti	06/05/2025	216.00
133304	461607	MicroTechnology Systems, Inc.	06/05/2025	10,327.00
133305	879751	Charlotte New	06/05/2025	167.50
133306	539200	Ontario Area Chamber of Commerce	06/05/2025	16,918.87
133307	879469	SBRK Finance Holdings, Inc.	06/05/2025	1,681.00
133308	788402	TransUnion Risk & Alternative Data Soluti	06/05/2025	75.00
133309	879263	Casey Walker	06/05/2025	360.00
133310	879733	Waste Connections of Oregon, Inc.	06/05/2025	515.35
133311	879635	Western Building Maintenance, Inc.	06/05/2025	4,441.47
133312	879898	Avidity Solutionz	06/05/2025	1,940.10
133313	22427	Conсор North America, Inc.	06/05/2025	2,606.00
133314	879530	Nicholas Ducote	06/05/2025	660.00
133315	879819	Express Services, Inc.	06/05/2025	200.00
133316	842030	Warrington Construction Corporation of Or	06/05/2025	10,212.30
Total for 6/5/2025:				121,461.05
133318	0143466	Amazon Capital Services	06/12/2025	2,857.25
133319	032000	Andrews Seed Co., Inc.	06/12/2025	6,622.32
133320	033300	Argus Observer 117-A	06/12/2025	527.42
133321	879869	AT&T Global Legal Demand Center	06/12/2025	700.00
133322	879637	Bryant Lovlien & Jarvis PC Attorneys at La	06/12/2025	12,010.50
133323	637830	Century Link	06/12/2025	530.99
133324	180798	CIS Trust	06/12/2025	1,021.50
133325	284000	Farmers Supply Co-Op	06/12/2025	10,909.27
133326	879417	LightSpeed Networks, Inc.	06/12/2025	1,377.88
133327	441140	Looks Nu, Inc.	06/12/2025	182.00
133328	451600	Malheur County Administration Office	06/12/2025	200.00
133329	451750	Malheur County Sheriff's Office	06/12/2025	57,218.82
133330	879301	Net Assets Corporation	06/12/2025	300.00
133331	516494	State of Oregon Department of Transportati	06/12/2025	370.17
133332	528405	Oster Professional Group, CPA's PC	06/12/2025	27,503.91
133333	UB*12261	ALICIA PILLATZKE	06/12/2025	108.11

Check No	Vendor No	Vendor Name	Check Date	Check Amount
133334	642093	Red's Automotive Repair, Inc.	06/12/2025	77.78
133335	879998	Sand Hollow Fire District	06/12/2025	1,785.00
133336	UB*12263	MELISSA SCHON	06/12/2025	14.51
133337	879997	Tanner Smith	06/12/2025	3,718.00
133338	516825	Smith's Pack & Ship, LLC	06/12/2025	23.91
133339	687233	Snake River Valley Training Officers Assoc	06/12/2025	600.00
133340	130950	Sparklight Business	06/12/2025	281.44
133341	879553	Training & Employment Consortium	06/12/2025	288.00
133342	UB*12262	PAOLA URRIBARRI	06/12/2025	77.62
133343	854205	Veteran Advocates of Ore-Ida	06/12/2025	20.00
133344	879733	Waste Connections of Oregon, Inc.	06/12/2025	790.16
133345	879151	Waste-Pro	06/12/2025	50.24
133346	190549	Wienhoff Drug Testing	06/12/2025	80.00
133347	461607	MicroTechnology Systems, Inc.	06/12/2025	14,634.00
133348	516494	State of Oregon Department of Transportati	06/12/2025	48.00
133349	644110	Riverside, Inc.	06/12/2025	10,439.62
133350	879996	High Country Plastics, Inc.	06/12/2025	25,000.00
133351	879993	Elizabeth S. Muniz	06/12/2025	6,000.00
133352	879995	Munoz Building Center, LLC	06/12/2025	25,000.00
133353	879994	Benjamin T. Peterson, DDS, PC	06/12/2025	25,000.00
133354	879991	Andrew R Robertson	06/12/2025	6,000.00
133355	434008	Lexipol, LLC	06/12/2025	15,558.18
Total for 6/12/2025:				257,926.60
ACH	878915	Jacobs Engineeering Group, Inc.	06/18/2025	530,154.64
ACH	878915	Jacobs Engineeering Group, Inc.	06/18/2025	1,572.55
ACH	878915	Jacobs Engineeering Group, Inc.	06/18/2025	864.73
133356	879948	A+ Plus Awards	06/18/2025	50.00
133357	0143466	Amazon Capital Services	06/18/2025	2,983.99
133358	879745	AT&T Mobility, LLC	06/18/2025	1,987.85
133359	BENSON	Clint Benson	06/18/2025	1,112.00
133360	626400	Campo & Poole Distributing, LLC	06/18/2025	11,224.82
133361	144000	Cascade Natural Gas Corporation	06/18/2025	85.82
133362	879451	CDR Labor Law, LLC	06/18/2025	3,010.00
133363	879641	Garrett's Dry Cleaning, LLC	06/18/2025	20.57
133364	&509	Matsy's Restaurant & Catering	06/18/2025	60.00
133365	242083	State of Oregon Department of Transportati	06/18/2025	3.00
133366	879999	Spar Tactical, LLC	06/18/2025	1,550.00
133367	738002	Symbol Arts, LLC	06/18/2025	461.50
133368	879553	Training & Employment Consortium	06/18/2025	372.00
133369	879680	U.S. Bank Equipment Finance	06/18/2025	1,497.00
133370	594388	Oregon Fire Chiefs Association	06/18/2025	120.00
133371	666052	SAIF Corporation	06/18/2025	107,781.99
133372	802400	Union Pacific Railroad Company	06/18/2025	571.98
133373	879240	Advanced Control Systems, LLC	06/18/2025	5,040.00
133374	T110	Coley's Glass Company, LLC	06/18/2025	190.00
133375	879992	Selina B. Martinez	06/18/2025	6,000.00
Total for 6/18/2025:				676,714.44
ACH	PRFED	PAYROLL TAXES	06/20/2025	2,176.94
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	06/20/2025	96.21
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	06/20/2025	634.31
ACH	PRPERS	OREGON PERS	06/20/2025	1,326.39
Total for 6/20/2025:				4,233.85

Check No	Vendor No	Vendor Name	Check Date	Check Amount
133376	495505	4 imprint, Inc.	06/26/2025	845.33
133377	0143466	Amazon Capital Services	06/26/2025	375.33
133378	880000	CASPR Rescue	06/26/2025	18,198.80
133379	637830	Century Link	06/26/2025	714.62
133380	879736	Desert Sage Event Center	06/26/2025	3,914.06
133381	&260	Four Rivers Cultural Center	06/26/2025	31,533.00
133382	UB*12266	CRYSTAL HAVERMAN	06/26/2025	92.99
133383	376000	Idaho Power	06/26/2025	3,006.24
133384	470102	Motorola Solutions, Inc.	06/26/2025	1,895.06
133385	539200	Ontario Area Chamber of Commerce	06/26/2025	26,444.10
133386	362285	Oregon Trail Motel	06/26/2025	117.18
133387	UB*12265	JESSE ORTIZ	06/26/2025	41.75
133388	879226	PortaPros	06/26/2025	627.00
133389	21014	Snake River Economic Development Allian	06/26/2025	10,000.00
133390	T7125	Snake River Valley EAA Chapter 837	06/26/2025	600.00
133391	702008	Staples Business Credit	06/26/2025	1,113.49
133392	879845	Student Loan Fund of Idaho Marketing Ass	06/26/2025	2,375.00
133393	879764	T&Z Hardware, Inc.	06/26/2025	50.94
133394	UB*12264	JERRY WARD	06/26/2025	38.20
133395	879635	Western Building Maintenance, Inc.	06/26/2025	4,441.47
133396	879653	FileOnQ, Inc	06/26/2025	650.00
133397	470102	Motorola Solutions, Inc.	06/26/2025	9,475.44
133398	T7125	Snake River Valley EAA Chapter 837	06/26/2025	600.00
133399	879576	Trio Systems, LLC	06/26/2025	591.00
133400	879550	Albert L. Christiani Construction, LLC	06/26/2025	20,000.00
133401	T110	Coley's Glass Company, LLC	06/26/2025	1,133.94
133402	22427	Consor North America, Inc.	06/26/2025	33,033.65
133403	412500	Keller Associates, Inc.	06/26/2025	868.75
133404	468350	Motion Industries, Inc.	06/26/2025	7,782.61
133405	879896	RH2 Engineering, Inc.	06/26/2025	6,144.11
133406	644110	Riverside, Inc.	06/26/2025	15,093.65
133407	729500	Storage On Site	06/26/2025	4,323.00
133408	22427	Consor North America, Inc.	06/26/2025	1,915.50
133409	468350	Motion Industries, Inc.	06/26/2025	12,894.69
133410	468350	Motion Industries, Inc.	06/26/2025	6,312.34
Total for 6/26/2025:				227,243.24
ACH	PRAFLAC	AMERICAN FAMILY LIFE ASSURANCE	06/30/2025	534.37
ACH	PRAMERF	AMERICAN FUNDS GROUP	06/30/2025	300.00
ACH	PRCCIS	E B S TRUST	06/30/2025	78,709.20
ACH	PRCOLONI	COLONIAL LIFE	06/30/2025	688.02
ACH	PRFED	PAYROLL TAXES	06/30/2025	91,175.14
ACH	PRIDCHIL	IDAHO CHILD SUPPORT RECEIPTING	06/30/2025	240.00
ACH	PRNATW	NATIONWIDE RETIREMENT SOLUTIO	06/30/2025	500.00
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	06/30/2025	635.04
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	06/30/2025	3,804.33
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	06/30/2025	24,090.73
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	06/30/2025	2,900.61
ACH	PRPERS	OREGON PERS	06/30/2025	123,115.79
133411	PRSFIRE	UMPQUA BANK	06/30/2025	750.00
Total for 6/30/2025:				327,443.23

Check No	Vendor No	Vendor Name	Check Date	Check Amount
Report Total (141 checks):				1,615,022.41