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, OCTOBER 14, 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 October 10, 2025. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

4) MOTION TO ADOPT THE AGENDA

5) CONSENT AGENDA

A) Adoption of City Council Meeting Minutes: September 23, 2025

6) 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.

7) PRESENTATIONS

A) Silverhawk Fixed Base Operation (FBO) Update: Brandon Sweeney

8) OLD BUSINESS

A) Accept DLCD Grant: Fund the Conforming Development Code Amendment

9) NEW BUSINESS

A) Ordinance #2841-2025: Extending the Terms of the Waste Connections (Ontario Sanitary Services) Franchise Agreement and Fees
B) Ordinance #2836-2025 Farmer Mutual Telephone Franchise Agreement
C) Resolution #2025-124: Official Compensation Package for Employees & Volunteers (Food & Beverage Policy)
D) Resolution #2025-125: Amend Building Fund Budget to Fund a New Vehicle Purchase and Bid Award

10) DEPARTMENT HEAD UPDATES

A) Finance: Monthly Report

11) DISCUSSION ITEMS

A) Downtown Sweeping and Sidewalks

12) HAND-OUTS

A) Minutes:
Airport 09-02-2025; County Court 09-17-2025, 09-24-2025, 10-01-2025
B) Check Register - August 2025

13) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

14) 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
September 23, 2025

The scheduled meeting of the Ontario City Council was called to order by Mayor Deborah Folden at 6:00 p.m. on Tuesday, September 23, 2025, in the Council Chambers of City Hall. Council members present were Deborah Folden, Ken Hart, Susann Mills, Michael Braden, Penny Bakefelt, and Adrianna Contreras. John Kirby arrived at 6:10 p.m.

Staff present were Dan Cummings, Corinna Hysell, Laura Reyes, Clint Benson, Tatiana Burgess, Karit Ott, Jason Cooper, Al Haun, and Marshall Pierce.

AGENDA

This Agenda was posted Friday, September 19, 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-out; Bakefelt-yes; Folden-yes. Motion carried 6/0/1.

CONSENT AGENDA

BAKEFELT moved, HART seconded, **TO ADOPT THE CONSENT AGENDA, WHICH CONSISTED OF ADOPTION OF THE COUNCIL MEETING MINUTES OF SEPTEMBER 9, 2025.** Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-out; Bakefelt-yes; Folden-yes. Motion carried 6/0/1.

Councilor Kirby arrived at 6:10 p.m.

PRESENTATION

Downtown Christmas Lights

McShane Erlebach, Ontario, stated: *I'm just representing downtown businesses that like four others here. It's not necessarily just about downtown Christmas lights. We're actually wanting to do a light up clean up Ontario project in the downtown, just due to the condition of the city streets, the sidewalks, and making it a safe place to bring your family. So, our clean up project is actually we've been meeting with local businesses, so we're gonna start taking on walks and start cleaning it business by business. And that's just kind of a step, or a phase one. We'd also like to add lights, like more Christmas lights, just to make it more of a destination type area, make it more friendly, make it lighter, brighter. Seems to take the unsavory people away when you do have better and nice things in your community. So here are some of the things, like 15% of consumer say they avoid businesses entirely due to outward appearances. So that's what our little committee is trying to do. We're trying to improve the outward look of our downtown. If you guys go down there, you can tell the difference between say like a new poured sidewalk on the corner versus the old ones. So that's also part of why we're up here, so we'd like to see if we could get or if the city would have some funding to help us business owners pressure wash the sidewalks. That'd be one of our steps. A second thing would be to see the street sweeper actually sweep the streets, maybe more consistently. It's extremely unpleasant. Broken glass, bottles, anything is on the sidewalks and on the curb and gutter right now. And I don't think they've been cleaned in months. I don't even, if they've been cleaned this year, right? So, that's kind of, that's where we're going, so we have community members that donated any kind of lights we want, so it wouldn't be a cost to the city. I've talked to Idaho Power, Idaho Power said to actually come and bring this as a presentation. They will allow us, under you guy's agreement, to put lights on their poles. We just have to have a presentation to it, and then there's a conversation that goes, you know, community member, City Council, and it moves forward, then it goes to a meeting with Idaho Power, just to make sure that things are safe. Liability wise, would be the next question. The city is already having liability with those 50 pound pots that are sitting up there currently, on brackets* *that the city hung up with straps that the city hung up, and using outlets that are on the poles. So, the electricity load shouldn't change with LEDs and the nice high efficiency things that are out there on the market today. They're a lot better than anything that's involved. So, that's kind of what we're proposing, the city is to think about allowing us community members, business owners, to make the downtown great. We're looking for a partnership in the city, so community members want to partner with our city to help us to improve the downtown, to bring in businesses, and to just make the community a better place, right? So, if we can get the downtown looking good, Moore Park looking better, and then bring in more outside community members, Payette, Fruitland, the Treasure Valley, come in, that's what we're aiming for. So, you know, if you guys would like to partner with us, we'd like to see if we can come up with some funding maybe, to, again, pressure wash the sidewalks so we can get the gum, the oil, everything off of that, making it look nice. Again, it's just the downtown and the perception of it, is, I guess, not beneficial to the outlook of the city, of what, I believe, the community is looking for at the city, compared to Caldwell, Nampa, Meridian, Boise, or even Fruitland, looks a lot better than Ontario. And you can keep going, you know what I mean? We can go New Plymouth, Middleton, I mean, all these little towns are trying to make their community the heart of their community into something that everybody wants to come to with business, So, do you guys want, again, I'm not sure how you make the next step of a proposal to you guys to find some money to help support our downtown. If we can come together to hang lights, again, as community members. I think a good discussion is in order, and so hopefully you guys can, you know, come up with a way that we can move forward one more step. Again, the lights are free. So the city is not paying for them, they've been donated.*

Mayor Folden verified he had said there were 10,000 lights donated? That's a lot.

Mr. Erlebach: *Yeah, and we can, they will donate what we need, so, again, the lights are free. We're just going step by step. So we got a donation of free Christmas lights, for lights to put up downtown, and now we're looking on how we can do it, what it could look like, and what the process is. So I know currently you guys don't have a process for that. I went to the downtown, or the downstairs area, and there's no permits or anything of that nature online right now, currently, so it's just another step in the road. You guys…*

Councilor Bakefelt asked if he had a budget of what he's thinking they'd need?

Mr. Erlebach: *For like pressure washing? I think that we did get, we're having a couple of bids, in a sense.*

Comment: *We have someone working on a bid. We're supposed to be getting an answer for that in early October.*

Mr. Erlebach: *So we are looking for a better price with bulk, so we already met with one gentleman, I think I got ahold of another guy, and I'm waiting back on him. So, if we could get a bulk deal, they'll give us a bulk discount. Are hardest, or the biggest detour right now is access to water, actually. So the people that will do this have to go business to business, make sure if they do it, that they don't damage any of the building or property, flood basements, things like that, so they have to go business to business, walk around it, make sure nothing can be damaged or hurt, and then, you know, they can say how many businesses want to participate. And that's kind of where we're at. About half of them want to, and the other half haven't really gotten back just 'cuz we're waiting on how much it costs. So, I know, I think I asked the guy how much it costs for from my place and that's 50 feet, and he was going to do $200, which would be like a chemical spray so it'd make it almost new looking, and then it actually, he'd spray our front of our buildings to help, in a sense, buyers might want to be attracted to them. We're trying to get the budget worked out and see how much it costs for something like that. I know on the Christmas light thing, again, we got the lights, the only real setback, again, is having a conversation, open conversation with the city. As per your guys' agreement with Idaho Power, the city has to install them. That's just kind of black and white. Again, I talked to Idaho Power several times now, and he says yes, it is possible, and they actually told me to make a proposal to you guys, so that's kind of his, or Idaho Power's, step as well, a proposal and then go from there.*

Mayor Folden stated she loved the idea of cleaning up downtown.

Mr. Erlebach: *Yeah, we're trying to, you know, we know it's a, you know, one little portion of the whole city, so if the community members, business owners, can help with that, as well as partner with the city itself, then we can make it actually happen.*

Mayor Folden stated with the lights, what about Moore Park, lighting it up, if we could do something like that. Could they get sponsors?

Mr. Erlebach: *Yeah, and again, we could, like I said, we have somebody that will provide lights currently, for free, and it's kind of their business. They just want to make a social media, you know, type video, and that helps them out by advertising their services, and it helps us out. So we can do multiple ways, again, we just need a conversation with somebody that wants to listen, wants to participate.*

Comment: *We all, we all, I'm sure we all have something to say, I mean we're all, do you want me to go up there?*

Mayor Folden stated yes, absolutely.

Mr. Erlebach: *Again, I don't know how you get to getting a street sweeper downtown, or how that process is, but that would also be very nice. That's another thing we'd like to discuss.*

Councilor Bakefelt stated she thought they should put together a plan, on paper, on what their vision is, along with a budget. That would help.

Mr. Erlebach: *Yeah, it'll help you guys out, but again, the first step is to bring it up to you guys, figure out what we can do, what you guys want to see, what we want to see, get our visions aligned, and then go from there. Maybe in our budget for, we're really just getting the lights free, so it's just installation, you know, again, we can work around, I don't know how we could work around that. I could probably, somebody donate a bucket truck that we could use if the city didn't have one, so, you know, we can always find community members that want to help, 'cuz obviously it's, anything's better than current, right? So, another business.*

Comment [later in comment identified as owner of Aubree's]: *Yeah, these are all business owners from Ontario. I don't know if you guys recognize all the people that are here, but this is what's happening. We're all coming together as a group, and we are trying to make a difference downtown because downtown, for a very long time, has been known for being dirty. I have shopped there since I was a kid, like I have, I'm like one of the OG members of Care-O-Sell. Like I got one of those really low numbers because I've been shopping at Care-O-Sell forever. I've been shopping at all, like Vintage Rose, all those businesses that have been there, Jolts-n-Juice, I've been going there. And you know what? There was a time I feel like it was a little bit cleaner, but now, it's just, it's so dirty, so many people, I've had a business, I'm Aubree's in case you guys didn't know. Aubree's is located across from Tacos Mi Ranchito, and since I have been there, God, it's been really hard to get anything done. You guys have seen me before, but just to get, I feel like this is the move that we're waiting for, this is all business owners that are from downtown Ontario, and whatever we gotta do, or lead us in the right direction, to make sure that these things do happen. I've been trying to pressure wash my business forever. I own a pressure washer. I have zero access to water. I have a little sink in the back, and man, I get my bucket, I go out there, and I try to wash the dogshit off of my front that just gets left and smashed all the time. I take pride in my business. My business is really pretty. If you've ever been in, I mean, I work really hard and I take pride. I am a local, I grew up here, I want to make Ontario better. This is how I'm giving back, so, I'm winging it right now, so hopefully this is okay, but, I mean, we have newer businesses downtown that really care and really want to make a different. I mean, Sugar Mama's, she's moved downtown just because she grew up here and she wants to be a part of it and wants it to be special and wants it to be beautiful, and I think that there's enough business owners that care if we can all work together and we're all on the same team, if you guys can help us, we want the pressure washer. These lights? What a beautiful, amazing idea that these people have given us and that they're going to go ahead and do it for free, 'cuz we don't really have all the money. We're putting the money into our business and trying to make them look as beautiful as possible, and they're going to go ahead and just do this, so if there is anything that we can do to make this happen, because if you're told that oh my gosh, you're going to get something for free, and then we're like oh man, we can't do it, like we gotta make it happen because if we're trying to make a difference here and we just want, you know, anybody* *who's local here…that was the downtown, it's iconic. It's got a lot of iconic stores, and we all have huge followings in this community and we're trying to grow and we're trying to make our downtown beautiful.*

Councilor Kirby asked if she had any relationship with Revitalize Ontario?

Aubree's Shop: *We have had, I used to go to all the meetings back in the day. We always, for some reason, we would try and get things done on the downtown, but I feel like focus's would be other places than the downtown. That was always my experience going to the meetings, that they were trying to work on the tower, and get lights on the tower was such a big deal. I mean, I stopped going to those meetings because I have three kids. I was very pregnant at the last meeting, and I was like, I can't do this anymore, I can't go to both meetings, but I really feel like that there's just, there was like a separation between the two, and I know that there are people from the downtown that have tried to go to those meetings.*

Councilor Kirby stated his understanding of Revitalize, that was a downtown group.

Aubree's Shop: *Well, that's what we thought, too, so every time at the meetings that would always be the joke, but I mean, I think that there's just been some butting heads over the years, and, I mean, like I said, I'm always saying well we're all on the same team, but I think that their ideas are working on other things and the downtown just isn't the main focus. And I know that back in the day when there was those grants to do the store fronts and stuff like that, it was a focus, but I think that the focus got shifted. I don't know if it had to do with the leadership that was involved. That was just my experience of going to the meetings that I felt like that they did not really care about the downtown and it was just, it was weird that we couldn't work together for some reason.*

<u>Ashton Chapman [ProSoul Games]:</u> *Did you have, want to have a question first? Okay, My name is Ashton Chapman. I live in Caldwell, but I do have a business down here in downtown Ontario, ProSoul Games. Very happy to be here. Came here to Ontario because I saw a need, and I wanted to bring it to a community that needed it. Mr. Kirby, I'd like to address that. I, with Revitazlie, their focus did start as a downtown project, and then the longer they've existed, the more they have considered themselves an all Ontario project, or at least that's what they have expressed to me. Also, with that, have we worked with that? Yes and no. I will be honest. There has been a lot of infighting and a lot of causticness from downtown businesses in the past decade, and Revitalize got tired of it, and I don't blame them. It was exhausting. A lot of that infighting is subsiding, and a lot of the causticness, I am putting my best effort into putting a foot to it and I'm addressing the causticness where the causticness is. I have no control, but I have my piece to say, and I'm trying to encourage people to be calmer, politer, and less caustic. And I think that also has happened here. I think that there's been a lot of causticness brought to the Council. That sucked. We are not those people, okay? I'm the oldest business sitting here. Ashley, at Aubree's, is the second oldest business sitting here, and everybody else is younger, and we don't want what the previous regime had. We want to be involved in putting forth our efforts. We're not asking entirely for you all to be our effort. We're asking for us to be a portionate effort, and for you guys to help us on the other side that we can't help. So, for example, the issue with the lights. Lights are free. Power…what's the budget? The budget is hanging the lights, and I don't know that McShane can give you that budget, because McShane doesn't have the cost of your man hours, so the budget really is what's the truck, what's the power, the people putting it up, and then the removal, and I don't mind being involved in discussing that, and assessing it, not my area of expertise. I do also know, I want to comment, like we're bringing six things to you at once because we're excited, okay? We're excited. We want newness for our, what's going to make our business grow, and we believe what's going to make our business grow is going to help the city overall. Street sweepers….I don't' know what's going on with them. I have not seen a street sweeper in the seven years that I've been there. That's not to say it isn't there. It's saying I haven't seen it. And we are constantly, constantly fighting litter in our downtown area. Well, we're going to fight that, okay? As McShane mentioned, we are uniting and we are going to put together a cleaning effort. I was last asked by Connie, I don't know if that's useful, but Connie and I last discussed it and I said I would like to take a front on designing how that unity is going to work and we as the businesses are going to break up that responsibility. I am working on that. To me, it's going to look something like each business takes a rotating day and has a report back to a form saying here's what I've done. And then how's the enforcement? There isn't. We're just going to kick each other. Hey, you didn't do your cleanup day, okay? But also on the kicking front, don't tell the cops, if any of them do come*

be mean to you, tell me and we'll handle it. Okay? Sorry that the past is caustic. I want a non-caustic future. I am not going to participate in caustic, so if you don't see me, it's because it's caustic.

Chelsea Skeen [Sugar Mama]: *I just, I mean, I'll just say really quick. I moved to the downtown to add to the downtown, to make it beautiful. I was in my old location for five years. A lot of people said to me, why would you move downtown, it's disgusting, people don't want to go down there. And I want to be part of that change.*

Councilor Hart stated they raised a bunch of great questions. On street sweeping, the Council had held that discussion before, how was the sweeping being done? Was the job not getting done? Was it being done at 1:00 a.m. so no one saw it being done? If it was okay to tow cars to get the street sweeping done, and people didn't get mad about that, then start towing the cars. What was the actual schedule for street sweeping?

Al Haun, Public Works Assistant Project Manager, stated he contacted the street sweeper driver. He generally went in between 3:00-4:00 a.m. to avoid the traffic and cars parked on the streets. Usually, it was once a month that was being swept downtown. If it wasn't being seen, and garbage was accumulating, that was generally being done by those individuals who were downtown. That was just South Oregon Street.

Comment: *There's been glass in front of her business for three weeks now. Broken glass all over the road.*

Comment: *Yeah, there's no way that he's….*

Mr. Haun stated he could only get so close to the curbs with the sweeper, and with the bulb outs, it was very difficult to get there, without getting out of the sweeper with a broom. There were other businesses that had landscaping that was blown out off the sidewalks into the streets, which blew down the street, which impacted the businesses further down the street.

Comment: *So do you think that once a month, though, is good? Like, I mean, shoot, I have to sweep my house every day. It's a disaster. I mean, people out there are constantly littering. Like, do you think that because it's such a high traffic area that, is that, like, is that, am I asking something that's kind of ridiculous to say that can we have two times, every other week, at least, because it is…*

Councilor Hart stated it was just money, and the city did what they were asked to do.

Comment: *Okay, and I'm not trying to be malicious or anything….*

Councilor Hart stated there was a contractor…

Comment: *I don't know if I'm asking dumb questions.*

Councilor Hart stated that was more for Dan. Maybe as Councilor Bakefelt stated previously, those questions in writing to the City Manager, stated some of the things that they'd like them to consider….

Comment: *Okay.*

Councilor Hart continued….and Dan had the authority to say no or yes, or take it back before Council, to see what could be done with Jacobs, under their contract. They were paid to do what they were paid to do. If the decision of the Council was to try to find the money to do the street sweeping once a week, he didn't know if that could be done, but it was just money, right?

Comment: *Even an every other, I mean, a month just seems like a long time, to me.*

Councilor Hart stated his appreciation for the comments. He knew the streets were being done, but if it didn't look like it, that was perception issue.

Comment: *We're trying to come at this as a non, we're, we just, we're trying to change as a group together.*

Mr. Cummings stated that under the contract with Jacobs, they were sweeping more than budgeted. If the Council wanted more sweeping done down there, they'd let them know the cost of that, and if the budget was approved with the increase, it would be done. He would work with Jacobs to ensure what they were supposed to be doing was actually being done under the existing contract price. But he'd check with the Public Works Director to see what it would cost to add a once-a-week sweeping, and the Council would then need to decide if they wanted to approve the budget to do that.

Councilor Hart stated it sounded like the ask was that they'd received lights, so could Jacobs put them on the poles. One of the issues was that they'd pull staff off of doing something else, and there was only so many staff under that contract.

Mr. Cummings stated there seemed to be different conversations about this. He initially thought they wanted to string lights across from pole to pole, and he told them that wasn't allowed by Idaho Power, unless the city wanted to take ownership of all the poles and accompanying things such as the wiring, meters, etc. He wanted a plan from the downtown group. The city was allowed to put the Christmas decorations on the poles, but anything done on the poles, the city had to do that. No third party could do the work. Just putting the lights on the poles could probably be done under the franchise agreement with Idaho Power, but crossing the right of way, pole to pole, that wouldn't happen. However, they could do that on their own buildings. Also, the right of way was up to the face of the building. Anything put out there would require a right of way permit from the city. Apply, it would be reviewed by city staff, and if it met the requirements, it would be approved. But, with the power washing, it seemed they were asking the city to help fund that, and staff could acquire costs and the Council could approve or not approve that. If trading new lights out that weighed less than what was put up there now, and less usage, that was the plan needed to convince Idaho Power. Basically, anything put on those poles, the city had to do that under the franchise agreement, and the city had to take on the full risk. If anything happened to any of the poles, Idaho Power would only replace it with a wooden pole, which would look awful. To replace it with anything else, the city would have to purchase the pole, and take ownership of the pole from that point forward.

Councilor Hart asked with regard to the power washing of the sidewalks, would they need consent from every business? Was it their sidewalk, or could the city power wash, whether they say okay or not?

Mr. Cummings reminded the Council that around seven years ago, the city did the downtown clean up through Revitalize Ontario, and a lot of city personnel and some business owners, did power wash and sweep the streets and sidewalks. He, personally, was chewed out by four different property owners to stay out of their alcove, or behind their building. So, based on that, steam cleaning or power washing, yes, get every property owner down there to give permission to do it. He indicated to someone in the audience that she was there when that occurred.

Comment: *Yeah, but that, it wasn't, that was right after COVID, right, when you guys closed down the street? I think it was 'cuz they closed down the street. We were all closed for eight weeks, and then they closed down the street and nobody could get to us.*

Mr. Cummings stated not, it was just a weekend cleanup.

Comment: *Oh, okay, 'cuz I was thinking, 'cuz after…*

Mr. Cummings stated staff went down

Comment: *Oh, I thought you were talking about when they poured the, like the….*

Mr. Cummings stated it was before the rebuild.

Comment: *It must have been before I was there. I don't ever remember anybody….*

Mr. Cummings agreed it might have been before. It was on a Saturday.

Comment:*…and I'm in my seventh year.*

Mr. Cummings stated he was shocked how much staff was chewed out by the business owners for trying to help clean it up.

Comment: *Well, we can be the bridge to make sure that that doesn't happen, because I would think that, for the most part, we are all obviously on the same page of having it cleaned up. And yes, Ashton's brought up that his basement could be flooded. I mean, there's people that know their building, and I'm sure if you talk to each business owner, 'cuz we're already planning to talk to everybody, trying to get this all figured out. So we will have it organized…*

Mr. Cummings agreed the water would be the issue. He didn't know if it would be something larger than the city's large water truck. But, again, they would need all the business owners on board to protect their front entrances. Messing up and hitting the side of a building would take the paint off, and would create a mad property owner.

Comment*: Well, that's again where if we could sub-contract that out, obviously you'd have to have insurance and liability, and that's where we're kind of going at it. You would hire somebody that is their main business, is pressure washing sidewalks, driveways, things like that, then they have their liability insurance. You know, we pre, your going to have pre-meetings with all of them, and that's where the guy, a couple of them have said that they'll come over and look at every building, talk to every owner, figure out what the issues are, and how we can mitigate any risks or liability to him, obviously, so…I mean, that'd be the smart way to do it. But, we just need water access. Just seems like there's not any down here. You know, I can bring out a couple hundred feet of hose to get some, but….*

Mr. Cummings stated almost everything talked about took money. Public Works was a contractor to the city. Anything done extra required extra compensation. That's why they were before Council. Personally, he loved Christmas and would love to see the downtown area lit up, but it had to be done properly, and not put the city at any risk. Were they trying to string lights across the right of way?

Mr. Erlebach: *I'd just like a conversation 'cuz we've actually never talked about how or what it would look like, so that's again, the first step in the conversation between the city and community members.*

Comment: *Who's restricting us from going across the street?*

Mr. Cummings stated the problem was the light poles. They belonged to Idaho Power, and he'd already spoken with them multiple times, and the answer was always no. Even though they told Mr. Erlebach it was the city's franchise, and that was true, and he had spoken with the same person who was speaking with Mr. Erlebach, and he specifically told him that he had told Mr. Erlebach absolutely not. Anu private entity could not hook to those poles, and if the city did it….and he told Mr. Erlebach how to handle it. If the property owners wanted to string lights from building to building, they just need permission and an engineer showing the connection points were strong enough. They'd need a cable to hook the lights to. Those connections and cables had to be engineered to handle wind loads, etc. Same with the connections to the buildings. All that would be done by a right of way permit, showing what they wanted to do, and then, most importantly, the building owner's permission to connect to their building.

Comment: *So that's like a yes, right? It's yes if the business owners say that you can connect onto, and it has to obviously meet code.*

Mr. Cummings stated yes. To meet code, make sure someone was certifying the connection points, the cable that's being used, and meeting the minimum clearing height across the road, which was 18 feet from the road surface.

Mr. Erlebach: *I measured a couple of those new cable lines. There's one that runs through your parking lot and it's attachment point at the pole is 17 feet, so the crown in the middle of the road would be more like 16, so I'm not sure, you know, I mean like, is that a, is that just for us, or is that for the utility people that are running them across their main street here?*

Mr. Cummings stated it was for everyone because any lower wouldn't meet code. The code was out of the state codes. That was a state highway street crossing regulation the city had to abide by. He couldn't swear that there weren't any saggy lines, but if the line was hit, whoever's line it was, would get the bill.

Mr. Erlebach: *Since you're asking about engineering connection points and stuff, would that be a budget item for the city to help pay for? I mean, I don't really, you got Christmas lights which would be, what, 10 pounds for a 100 feet or less? Five pounds? So the, you know, 'cuz if you're wanting business owners now to split that bill, I mean, I don't know how much a right of way permit is.*

Mr. Cummings stated it was cheap. It would be up to the Council if they wanted to hire an engineer to do that. Did the Council want the city doing that, or did they want the business owners to do it.

Comment: *So, again, we're back to the, you know, the second stage. First, presentation, second get you guys together whether it's here or a different meeting style.*

Mayor Folden voiced her appreciation for their enthusiasm. It was exciting that they all wanted to make the downtown area beautiful. She encouraged them to stay motivated, because together maybe they could get something going.

Mr. Cummings stated the first step was to get a plan submitted. The city currently paid Jacobs to hang the existing lights and the flowerpots. If that was going to be swapped for something different, but he didn't know if that was what everyone wanted. The Chamber provided the wreaths that were currently installed for the holidays.

Councilor Bakefelt encouraged the presentation to include a return on investment. Something that could be that when there were large lighting displays, it drew in visitors. Maybe find some numbers from other areas, like Caldwell, to see what's happened to their downtown. That would be good information to have in their plan. That would help sell the idea.

Mr. Erlebach: *Yeah, no, actually the Chamber of Commerce, they have an app that tracks that. It tracks the phones at an event in a specific area, time and place, so, you know, we could actually, he could do like even a before and after, or see, you know, what the traffic was before, so we can, we can kind of track that. Technology, ya.*

Councilor Bakefelt stated he could also get some data from like Caldwell, as to what they've seen. It was a wonderful idea, and it would bring in a lot of cars and people who would eat and shop. Great idea, but it's like all in the presentation.

Mr. Erlebach: *Ya, no, it is. I mean, we've, I think downtown just having the Tater Tot Festival move from downtown to the park lost business all weekend. Like a significant drop. Businesses were shutting down at 4 o'clock or earlier, just because nobody was down there. So, again, Revitalize….what they're supposed to be doing, or their mission statement on their website and what they're founded by was historic downtown improvement, and now they've moved away from that and it's significantly dropping traffic, just with the one even they put on. So, and again, I've been trying to actually contact them, get into their meetings, they don't have it scheduled anymore online, and then they don't really want to, they were busy with the Tater Tot Festival so they couldn't really set up meetings to be able to do that because we do have one, two, we probably have four different entities that don't work together right now. So that's the frustrating part, is four visions that need to come together to make one great step for the community.*

Comment: *Revitalize says that they have open meetings, but then they obfuscate access to them.*

Comment: *With them also moving the Saturday market, absolutely killed all of us on the weekends. I mean, that was absolutely the worst thing for us on the weekends. We, we dropped sales probably over 50%, you know, and that just is, honestly, it's making it tough for us little businesses downtown to actually want to be there and actually want to survive at this point.*

Mayor Folden stated she thought their ideas were great and she appreciated all the time they had put into it. She wanted to hear more, and encouraged them to put something together.

Ashlee: *That's what we have to do. Basically, so we have to come, if we come with a quote and all the business say yes that we want this done and what do we have to have signatures and things like that? Just everybody saying this this is what we want, and then with a quote, and then we present it to you guys so that we can hopefully get the funds to do it? To Dan? So you're the one that we're supposed to be nice to, so we can get this? Does he like cookies?*

Mr. Cummings laughed and stated no, they didn't have to be nice. That's just where it started. And he did like cookies. He stated they needed to get their plan to him, he'd review it, and then bring a proposal to the Council for budgeting if that was their direction. He had dealt with the downtown area since '74, with many different groups and owners, but they were correct, Right now, there were four different entities and it was frustrating that they couldn't get them all working together. He provided Mr. Erlebach the rules the city had to abide by.

Comment: *I have a question. I am curious. So, other towns that do light up their downtown, are we to assume that they're using the power poles, that the city owns those poles, not Idaho Power?*

Mr. Cummings stated it was his understanding that yes, most of those were. The city had planned to place new light poles downtown that would have been owned by the city. They had budgeted around $800-900K to get that project done. But, what stopped that from moving forward was the city discovering that not only would the city have to accept ownership of all the poles, but all the underground power lines to each one, and the mainline was in the alley behind all that. Idaho Power was exempt from the state electrical codes. When a new connection was placed, a new meter on one side and new pole on the other side, they were supposed to upgrade all the wire, too. He obtained a quote for that, it was $1.5M. So the million dollar project turned into a two and half million, plus future maintenance of all of that, all on the city. Budgetarily, that put a stop to the project. He had been told directly by Idaho Power on numerous occasions that any poles damaged in that area, they would only replace it with the wood pole. If the city wanted to change it at all, with a metal pole, or a decorative pole, whatever, the city would have to pay for it and take ownership. That's why the city was protecting those down there, as best as possible. He would address it if someone ran into a pole and damaged it, and Idaho Power wanted to replace it with a wood pole, he'd be saying no to the wood pole. He would want to remove the damaged pole to see if it could be rebuilt and reinstalled.

Comment: *Do we rent the poles, or…? I'm sorry. That might be a dumb question. Do we rent the poles? Do you guys rent the poles, as a city or no?*

Mr. Cummings stated no. The city paid a blank fee for power to those poles. Idaho Power maintained them.

Comment: *Then how long has that been a thing?*

Mr. Cummings believed it was in the '60s.

Comment: *And so we don't own them still, because, okay.*

Mr. Cummings stated no. Idaho Power was trying to change that, and ODOT. All the new poles going through Nyssa and Vale on the state highway side of things, those were put in by ODOT and owned by Idaho Power. They were not doing those programs anymore. If someone wanted anything but a wooden pole, the city would have to own them. From East Idaho North, on North Oregon, all those poles did belong to the city. That was done during the rehab of North Oregon.

Comment: *So we could hang lights down there then, like going across?*

Mr. Cummings stated if they met the rules, then yes. They'd have to make sure the light poles, north of Idaho, he wasn't sure if they were tall enough to meet the height requirement.

Comment: *…that down were 25 feet, so even if you have like a two foot sag in the middle, which you have no matter what, even if you have a cable, it'd meet the requirement of 18 feet.*

Mr. Cummings stated he was referring to the new ones. He didn't think they were that high.

Comment: *So why did we buy those ones and not the ones downtown?*

Comment: *Infrastructure costs. Idaho Power….*

Mr. Cummings stated that was a total rehab/rebuild. Idaho Power was going to put wood poles, but the city said no. Revitalize Ontario was part of that.

Councilor Kirby stated he was a downtown merchant at that time and there was a Local Improvement District, and new sidewalks were installed and repaved the parking lots. This group was coming to the Council to pay, but back then, the downtown merchants and property owners got together and formed an LID. They taxed themselves for 10 years, so everyone paid. They could always tax themselves to do a big project.

Mr. Cummings stated he believed if memory served, that only purchased the land and built the parking lots, but did not do any improvements on North Oregon.

Councilor Kirby stated many of the buildings had freight elevators down from sidewalk level, so there were walk spaces underneath that all had to be filled in.

Mr. Cummings reiterated he was in support of anything to make the downtown area nice, but it came down to who was going to pay for it.

Councilor Mills asked if all the businesses downtown were showing interest in participating in the holiday venture, or had they been able to contact any of them besides themselves?

Mr. Erlebach: *There is a significant group of people that are, that have gotten together. Again, we do have push back from people that don't want to see change, which is kind of surprising in a positive manner. But yeah, we're getting good feedback from, and they're actually, most of these gals here are putting on a new event kind of in lieu of the Frosty Fest, a Hometown Holiday, and we already have lots of vendors and tons of people and activities. We're also having the business owners make activities as well, so people will not only just be vendors on the street, but they'll be coming into the businesses doing activities, you know, like making ornaments or kind of quilting things, so we're trying to make it a community event, so yeah, we're getting everybody together that we can.*

Councilor Mills asked if the businesses were just limited to main street in town, or was it extending to some other business streets.

Mr. Erlebach: *So far, we've just tried to get the historic area up. Again, once you get a heartbeat, an area, again, like Indian Creek, I mean, that, if you guys haven't been over to Caldwell, that, I mean, they put on events, they'll bring in the fire department to spray the kids with hoses during the summertime; they're having an Oktoberfest here shortly. So I mean, once you get a heartbeat, now you can see what happens and the community starts coming down there, people from other communities start coming over, right, and that brings, again, buying stuff. We're lucky enough where we don't have sales tax, so then we can, you know, get more people from Idaho to come over here. So that's the goal, and then, you know, expanding. I don't' know if you're talking like you know from South Idaho up is it westward, or you know, I'm not sure what the expansion area you're tying to get towards.*

Councilor Mills stated she was thinking of some of the main 4th Avenue, Idaho Avenue, maybe 1st and 2nd Streets. It was just curiosity.

Mr. Erlebach: *Yeah, we're trying to get a heartbeat back.*

Comment: *I would say we're definitely very, we're very *** right now, and then definitely we're focusing on the positive because in the past what we had, we just had some negative people and now we're looking at what can we do all the time to move forward as a group, and I think that we're making the effort to community with all the businesses now on Oregon Street because of them before were never even approached or anything like that so we're just, we're coming together and we're trying to make sure that we're all on the same page. Because some business owners, they don't even, you know, they just don't know. They've neve been approached and they don't know what they have to do to make it. If we said hey, you know, we've got this money to spray your thing, I highly doubt we're going to find anybody down there that's going to say no, we don't want our business clean, our business front clean.*

Comment: *To me, it's kind of like when you think of Caldwell. I instantly think to Indian Creek. That is the heartbeat of Caldwell. Downtown Ontario? That would be goal eventually. Downtown Ontario would be Indian Creek for Ontario.*

Comment: *And there's some really great shops. We have great shops that have moved in, so, I mean, if you haven't been into any of the new stores, I mean, Moonflower Merc is pretty awesome, Silly Goose obviously, there's Select Players. These are businesses that have come down here because they want to make the difference, so we do have beautiful businesses downtown. Now, we just have to clean up. Like they said – that 50% of the people don't' come into the businesses because of the store front, and they'll say it's so dirty, your sidewalks are so dirty outside, but love your business, I'll still come because they know us, but we don't, we're kind of having those people that are just bypassing us right because they're over here saying, oh, downtown is scary. So, we'll work on getting our, everybody together so we can get that street cleaned for sure, because that's a big thing for all of us.*

Mayor Folden thanked them again for attending the meeting, and she was looking forward to their plan.

OLD BUSINESS

Ordinance #2840-2025: Repealing OMC 2-14 and Dissolving the Diversity Advisory Committee
Dan Cummings, City Manager, presented.

Due to concerns about losing federal funding and federal grants based on the current federal government administration and Executive Orders and repercussions thereof, the City Council determined it was in the best interest of the Ontario citizens to dissolve the city committee, known as the Ontario Diversity Advisory Committee.

The city had already received several federal grants, as well as a few preliminary approvals, and was moving forward with those grants. Also, staff applied for other federal grants that could be at risk of losing funds under the current federal administration.

The City Council held numerous council meetings to discuss the ongoing concerns of the current federal government administration Executive Order, as they related to compliance with the Order, or the possibility of losing federal funds, along with possible fines or suits against cities that did not comply.

At the Council Meeting of August 26, 2025, the Council approved a motion to dissolve the Diversity Advisory Committee established under Ontario Municipal Code ("OMC") Title 2, Chapter 14, and directed staff to prepare and present an ordinance dissolving the Diversity Advisory Committee and repealing OMC Title 2, Chapter 14 in its entirety.

On September 9, 2025, the City Council approved Ordinance #2840-2025 on first reading and the ordinance was being presented for the second and final reading of the ordinance by title only.

It was unknown what the financial impact could be if the ordinance was not passed. It was determined that an emergency passage was applicable to ensure no loss of current federal funding.

BRADEN moved, MILLS seconded, **IN ACCORDANCE WITH SECTION 8.2(2) OF THE CITY CHARTER, THE CITY COUNCIL APPROVE ORDINANCE #2840-2025, AN ORDINANCE OF THE CITY OF ONTARIO REPEALING ONTARIO MUNICIPAL CODE TITLE 2, CHAPTER 14 IN ITS ENTIRETY, WHICH CHAPTER CONCERNED THE ESTABLISHMENT OF A DIVERSITY ADVISORY COMMITTEE ON SECOND AND FINAL READING BY TITLE ONLY AND DECLARING AN EMERGENCY.** Roll call vote: Mills-yes; Braden-yes; Hart-no; Contreras-no; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 5/2/0.

DEPARTMENT HEAD UPDATES

Fire & Rescue: Quarterly Report
Clint Benson, Fire Chief, presented.

DISCUSSION ITEMS

ODF Greenspace Master Plan
Dan Cummings, City Manager, stated this was an update of the ODF grant that the city received, plus a couple other updates.

ODF was the Oregon Department of Foresty, and this was a grant. In phase one, they'd do a study, next was to get the plan done to remove trees, and then replenish the trees. The city received three proposals for the Greenspace Master Plan. The RFP review committee, who was Michael Braden (Grant Consultant), Corinna Hysell (Grant Committee), Jay Hysell (Parks Maintenance), and Tyler Whitaker (Parks Committee) met on September 11th, and ranked the three applicants. First was Greenworks, Portland; second was Cascadia Partners, Portland; and third was Breckon Land Design, Garden City. The group would start the negotiation process with Greenworks. A meeting was scheduled for tomorrow for the scope of work discussion to make sure the consultant understood the project. That negotiation committee was him, Michael Braden, Al Haun, and Marshall Pierce. If all went well, they'd proceed with bringing a contract back before Council.

Second, regarding the traffic signal enforcement. Chief Cooper met with a firm, and had them working at reviewing the intersections, at no cost, and they would develop an evaluation, plan, and cost as to implementing the plan. There was a second contact, and the city was going to finish up with the first party before moving on with the second party.

Lastly, Council was aware the police department was having a difficult time filling some police positions. There were currently five open positions. Prior Chief Iwai asked to budget another police officer instead of an Ordinance Officer, however, there was an issue with only having one Ordinance Officer. Therefore, he was proposing to the Council to take one of the budgeted police officer position funds and to bring on an additional Ordinance Officer instead. He'd like to advertise for the position, because they could get an Ordinance Officer on board much quicker than a police officer. This request was not to imply that officer position wasn't needed, but it wasn't going to get filled for possibly another budget cycle. They needed additional staff to address the ordinance issues currently happening in the city. Further down the road when the other four positions were filled, they could return to Council seeking the funds for that last police officer. It was felt there was an immediate need to get another Ordinance Officer on board.

Councilor Hart stated he supported the thought, but as already discussed, the process of what happened if they doubled the amount of ordinance violation, tickets written, but no visible improvements in how the community looked, that didn't work. He, as a Councilor, appreciated having a better understanding of the process, but were there barriers to getting owners to do what could be done, or what the city could do to make the existing ordinance officer more productive. Where there other issues that needed resolution related to the process?

Mr. Cummings stated the City Attorney was helping them review the ordinance, and drafting procedures to do that. The city was going to beef up the codes, and ensure a good understanding of the process of enforcing the ordinances. The city also needed to work with the local judge to make sure staff wasn't wasting time citing people just to have their citations dismissed. The threats were going to stop, and enforcement was going to be done. It was something that needed to occur.

Councilor Kirby stated 8 of 10 calls he received were for weeds or graffiti, and those were called in to Vale to create a paper trail. He was very much in favor of the action.

Mayor Folden stated she was in favor, too.

Councilor Hart stated they had spoken about utilizing technology to help the officers be on the street more. Was that something being explored? That might take one time funding, but where were they at in addressing some of the shortages in staff.

Mr. Cummings stated that was part of the RFP for the body cams. That would record and go directly into the reports on their computers. The current system used for tracking ordinance citations was not good, so staff was reviewing some possible programs to make that more user friendly and easier to track reports. Costs for that were unknown currently, but staff was working to get things done as requested by Council.

Councilor Mills stated that some of the burnouts and garbage piles were being cleaned up. She was happy about that. Trish was doing an amazing job. There was definitely a need for a second Ordinance Officer. Also, the parks and cemeteries looked great. Jacobs did a great job on those.

HAND-OUTS

Minutes:
County Court: Sep 8, 2025, Sep 10, 2025

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

Councilor Kirby stated the Sister City delegation would be at City Hall on October 2nd, and there would be a western event on the 2nd. He encouraged thema all to attend. There were 29 delegates coming from Ontario's sister city Osakasayama, Japan.

ADJOURN

KIRBY moved, CONTRERAS seconded, **THE MEETING BE ADJOURNED**. Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0. Meeting concluded at 7:40 p.m.

ACCEPTED:

____
Deborah K. Folden, Mayor

ATTEST:

____
Tori Barnett, MMC, City Recorder

SILVERHAWK
Aviation Academy

Oct 2025

Ontario FBO

Silverhawk Aviation Ontario

2025 | Q1, Q2

OVERVIEW

Silverhawk Aviation Academy Ontario

- Future Improvements
- Flight School Stats

Future Plans
3 Months Out

Future Plans
6 Months Out

Monthly Stats

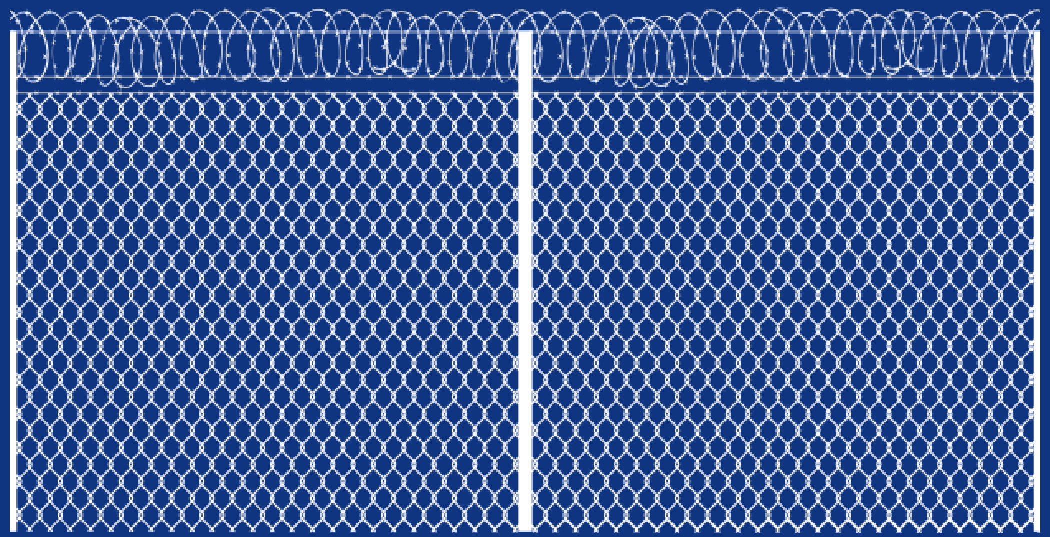
Yearly Stats

Future Planes

3 Months Out

Security Gate

FBO Access Point



Future Planes

3 Months Out

Courtesy Car
Additional FBO Car

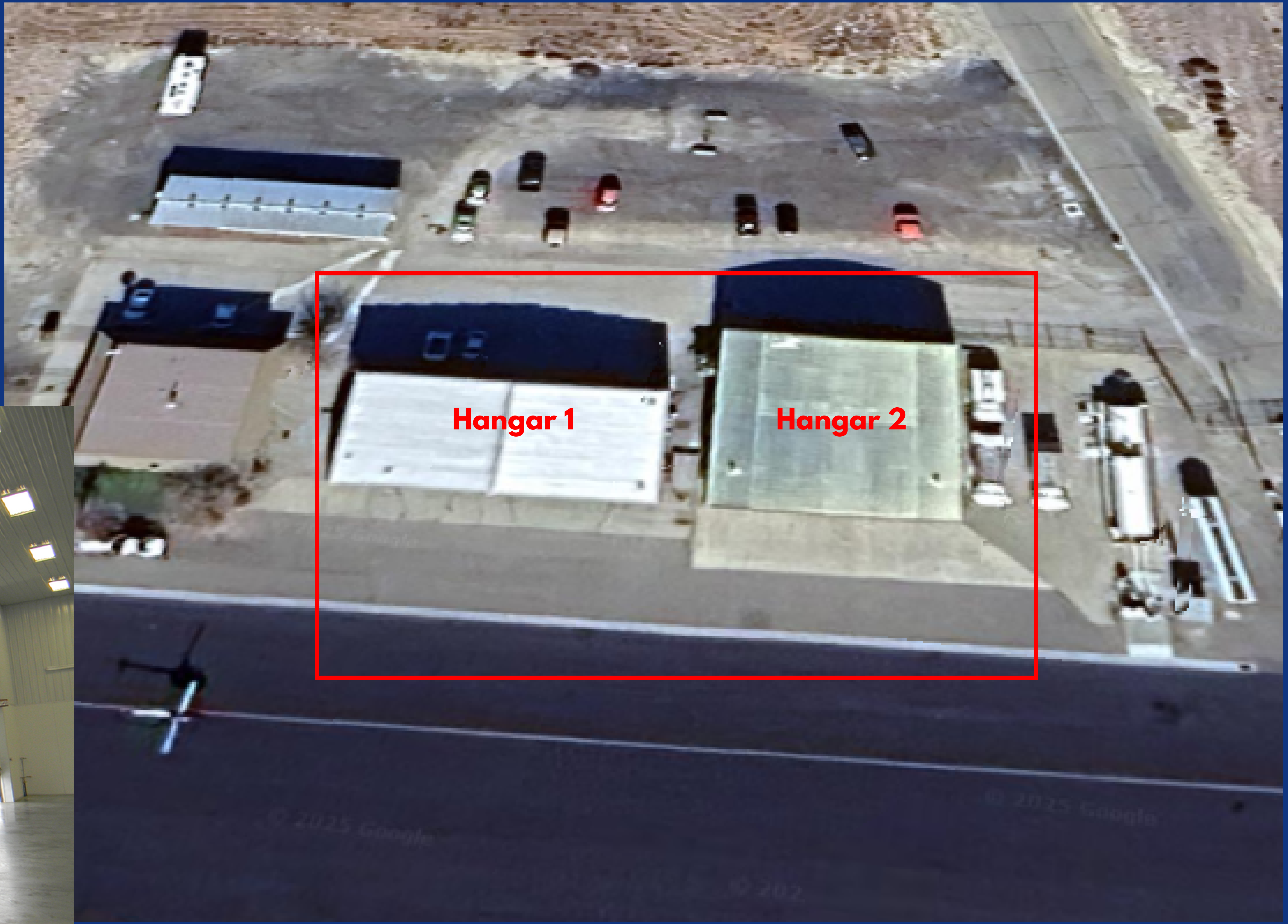
Additional Courtesy Car Stationed at Ontario Silverhawk Aviation FBO

Future Planes

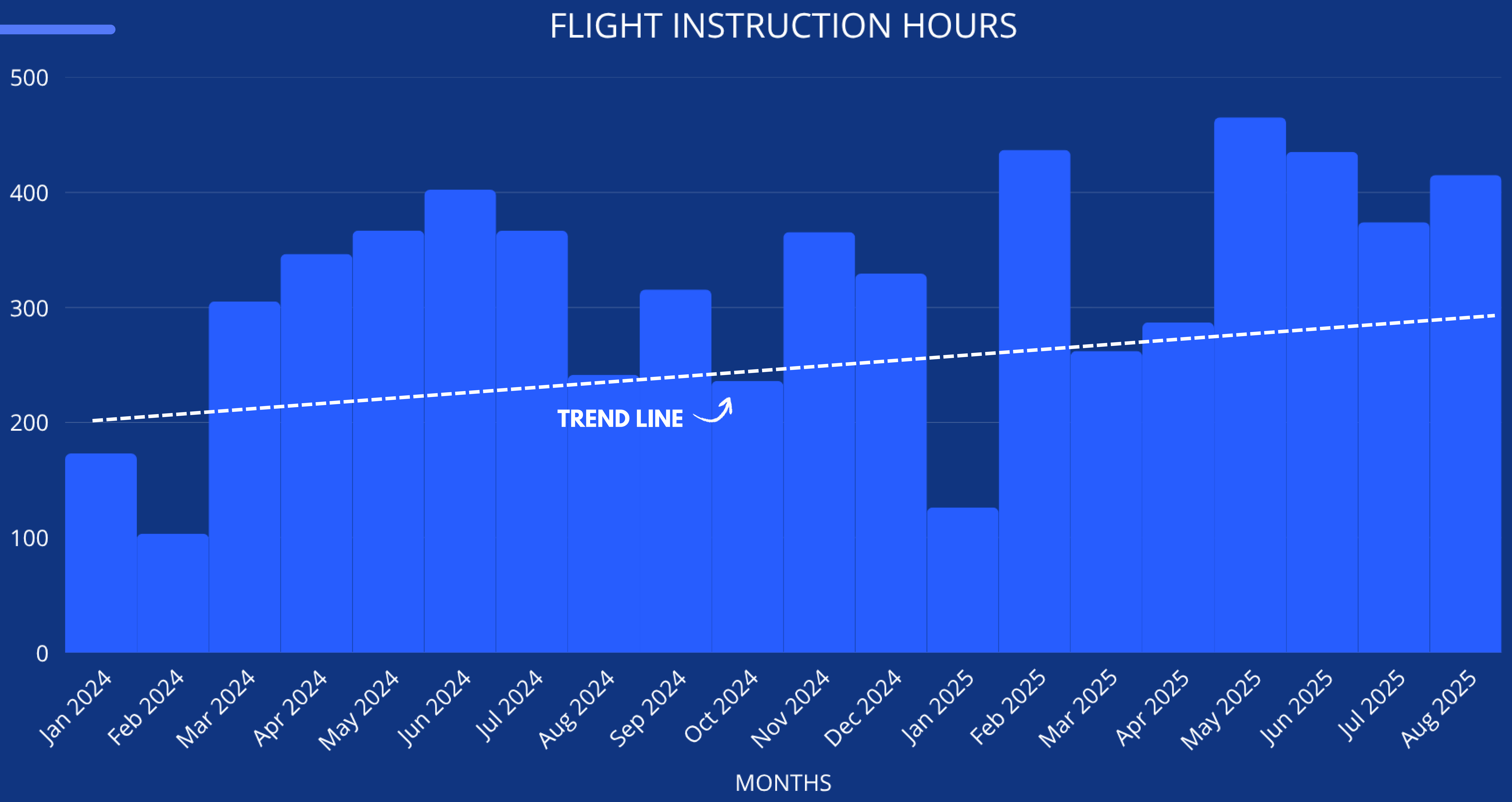
6 Months Out

Hangar Doors

New Schweiss Doors



Monthly Flight Hours

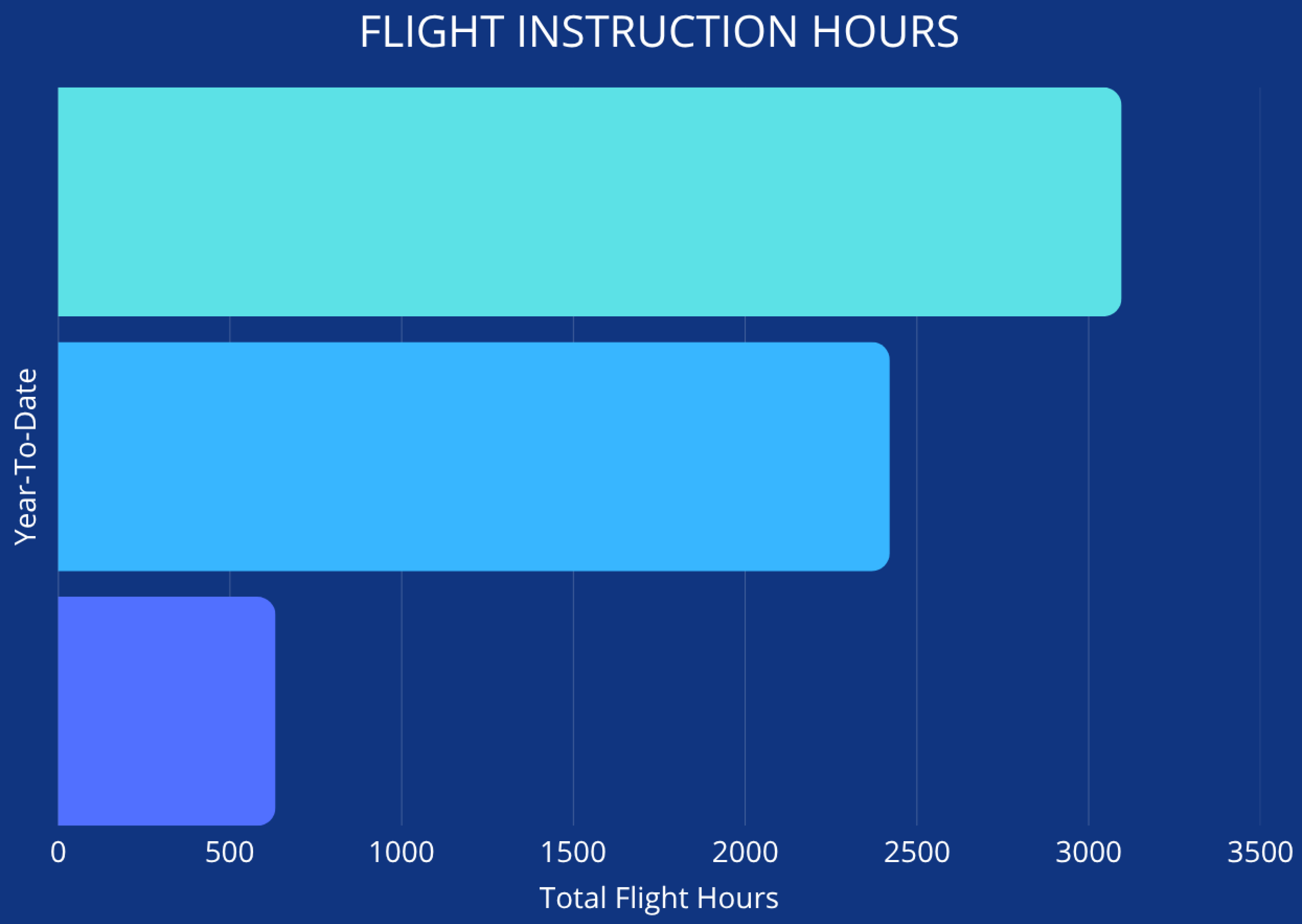


Year-To-Date Flight Hours

Comparison
Jan 1 - Oct 1

2024 → 2025
29% Growth

2023 → 2025
351% Growth



NICK'S MOUNTAIN FLYING

AGENDA REPORT
OLD BUSINESS
October 14, 2025

TO: Mayor and City Council

FROM: Tatiana Burgess, Planning Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: ACCEPT DLCD GRANT: FUND THE CONFORMING DEVELOPMENT CODE AMENDMENT

DATE: October 7, 2025

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO ACCEPT THE DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT (DLCD) GRANT AWARD AND AUTHORIZE THE CITY MANAGER TO SIGN AND APPROVE ALL DOCUMENTS TO FUND THE DEVELOPMENT CODE AMENDMENTS.

SUMMARY:

The City Council authorized submittal of a DLCD grant application to fund development code amendments on July 22, 2025, through a joint letter of support. The grant application was submitted on August 4, 2025. On October 3, 2025, the Planning Department was formally informed that it was awarded the grant.

BACKGROUND:

The City Council authorized submittal of a DLCD grant application to fund development code amendments on July 22, 2025, through a joint letter of support. The grant is intended to sponsor a DLCD-provided consultant to conduct all the work. There is not a committed specific amount of funding at this time. DLCD will determine specific funding as grant agreements and consultant contracts are refined and executed. The City of Ontario will contribute to the project by dedicating staff time as needed. There are no other monetary contingencies or required matches. The grant application was submitted on August 4, 2025. On October 3, 2025, the Planning Department was formally informed that it was awarded the grant.

CURRENT SITUATION:

On October 3, 2025, DLCD notified the city that the grant application was successful, and detailed information will be made available in the coming weeks.

ANALYSIS:

A. **STRATEGIC PLAN** This project will be critical in Ontario's preparation for the Housing Capacity Analysis (HCA) and Housing Production Strategy (HPS) due in 2029 and 2030, respectively. In addition, the code amendments will ensure compliance with all new legislative statutory requirements.

B. **FINANCIAL** The project is funded through grant funds. The city's commitment consists of staff time.

C. **TIMING** Grant acceptance is required to proceed with the execution of the project.

D. **POLICY/LEGAL** The product funded by the grant will facilitate legislative code compliance.

ALTERNATIVES:

If the City Council elects not to accept the grant funds, the city will need to fund the project.

RECOMMENDATION:

Staff recommends accepting the DLCD grant and authorize signature on the documents by the City Manager.

ATTACHMENTS:

1. Planning Assistance Award Letter

Oregon
Tina Kotek, Governor

Department of Land Conservation & Development
Housing Accountability & Production Office
635 Capitol Street NE, Suite 150
Salem, Oregon 97301-2540
Phone: 503-373-0050
Fax: 503-378-5518
www.oregon.gov/LCD

October 2, 2025

Tatiana Burgess, Planning Director
City of Ontario
123 W. California Ave
Ontario, OR 97914

SENT VIA E-MAIL

RE: Notice of HAPO Housing Planning Assistance Grant Award

Dear Tatiana Burgess:

I am pleased to offer City of Ontario a Housing Planning Assistance grant award for the 2025-2027 biennium. Your application was selected from among many proposals submitted to the Department of Land Conservation and Development (DLCD) for this biennium. The department finds that your proposal aligns well with the Housing Planning Assistance funding priorities. The department is prepared to fund the Conforming Development Code Amendment.

In the coming weeks, HAPO staff will be matching local governments with one of several qualified consultant teams to develop a detailed work program and budget. If you have specific preferences on consultant pairings, please reach out to HAPO staff so we are aware and can incorporate this into our decision-making. Once the pairing is made, that consultant team will reach out to complete a scope of work for contracting with HAPO. Once a consultant contract and grant agreement is executed by all parties, reimbursable work on the project may begin.

Please note, **HAPO has not committed a specific amount of funding to any project at this time**. The department used your application materials to estimate project tasks, deliverables, and costs. However, specific funding amounts will be determined as grant agreements and consultant contracts are refined in conjunction with local government and project team staff. Additionally, in the event of a significant change in state revenue we may be required to limit a portion of the grant award.

If you have any questions about the award, please contact Dawn Hert, DLCD Regional Representative, at (503) 956-8163 dawn.hert@dlcd.oregon.gov, and Ryan Marquardt, HAPO team staff, at (971) 375-5659, ryan.marquardt@dlcd.oregon.gov.

Thanks for your interest, and compliments on your successful application. We look forward to working with you on the project.

Sincerely,

____

Joel Madsen
Manager, Housing Accountability and Production Office

cc: Senator Mike McLane
Representative Mark Owens
Courtney Crowell, Regional Solutions Team Coordinator
Dawn Hert, DLCD Regional Representative
Ryan Marquardt, HAPO Team Staff
Emily Anderson, HAPO Administrative Specialist

AGENDA REPORT
NEW BUSINESS
October 14, 2025

TO: Mayor and City Council

FROM: Jeremy Green, City Attorney

THROUGH: Danny K. Cummings, City Manager

SUBJECT: ORDINANCE #2841-2025: EXTENDING THE TERMS OF THE WASTE CONNECTIONS (ONTARIO SANITARY SERVICES) FRANCHISE AGREEMENT AND FEES

DATE: September 15, 2025

PROPOSED MOTION:

1. I MOVE THE CITY COUNCIL TO APPROVE ORDINANCE 2841-2025, THE EXTENDED TERMS OF THE WASTE CONNECTIONS FRANCHISE AGREEMENT AS PRESENTED ON FIRST READING BY TITLE ONLY.
2. I MOVE THE CITY COUNCIL TO APPROVE ORDINANCE 2841-2025, THE EXTENDED TERMS OF THE WASTE CONNECTIONS FRANCHISE AGREEMENT AS AMENDED ON FIRST READING BY TITLE ONLY.
3. I MOVE THE CITY COUNCIL TO TABLE ORDINANCE 2841-2025, THE EXTENDED TERMS OF THE WASTE CONNECTIONS FRANCHISE AGREEMENT UNTIL THE NEXT MEETING FOR MORE INFORMATION.

SUMMARY:

Report given by City Attorney Jeremy Green

BACKGROUND:

Waste Connections of Oregon, Inc. (“WCO”), an Oregon corporation, provides certain solid waste management services within the incorporated limits of City of Ontario (“City”) in accordance with the franchise terms and conditions contained in City Ordinance No. 2328 (the “Master Franchise Agreement”).

The Master Franchise Agreement was amended by City Ordinance No. 2435 (“Amendment No. 1”) to permit discretionary garbage service rate changes after (a) obtaining the council’s prior approval, and (b) providing no less than 60 days’ prior written notice to customers.

The Master Franchise Agreement was further amended by City Ordinance No. 2810 (“Amendment No. 2”) pursuant to which, among other things, City consented to the original franchisee under the Master Franchise Agreement, Ontario Sanitary Service, Inc. (“OSS”), transferring and assigning OSS's rights and interests under the Franchise Agreement (as defined below) to WCO.

<u>CURRENT SITUATION:</u>

Subject to the terms and conditions contained in this Ordinance No. 2841-2025 (this "Ordinance"), the council desires to (a) extend the term of the Franchise Agreement for one additional term of ten (10) years, (b) increase the franchise fee to 7%, and (c) approve WCO's rate adjustment. For purposes of this Ordinance, the term "Franchise Agreement" means, individually and collectively, the Master Franchise Agreement, Amendment No. 1, and Amendment No. 2.

<u>ANALYSIS:</u>

A. **<u>STRATEGIC PLAN</u>** Having a Sanitary Service meets the Desirability, Beautifucation and Lifestyle of the Council Strategic Plan.

B. **<u>FINANCIAL</u>** The City recieves a 7% franchise fee on the gross revenue of the service.

C. **<u>TIMING</u>** Needs to be amended in a timely manner to continue the services needed in the community.

D. **<u>POLICY/LEGAL</u>** The City Council is the governing body that approves franchise agreements.

<u>ALTERNATIVES:</u>

None offered

<u>RECOMMENDATION:</u>

Staff recommends approval of the amendment.

<u>ATTACHMENTS:</u>

1. Ordinance 2841-2025 Ontario Amendment_Waster Managment Signature

ORDINANCE NO. 2841-2025

AN ORDINANCE OF CITY OF ONTARIO AMENDING ORDINANCE NO. 2328, AS AMENDED BY ORDINANCE NO. 2435 AND ORDINANCE NO. 2810-2022, TO EXTEND THE TERM OF THE WASTE CONNECTIONS OF OREGON FRANCHISE AGREEMENT, INCREASE THE FRANCHISE FEE, AND APPROVING A RATE ADJUSTMENT.

WHEREAS, Waste Connections of Oregon, Inc. ("WCO"), an Oregon corporation, provides certain solid waste management services within the incorporated limits of City of Ontario ("City") in accordance with the franchise terms and conditions contained in City Ordinance No. 2328 (the "Master Franchise Agreement"); and

WHEREAS, the Master Franchise Agreement was amended by City Ordinance No. 2435 ("Amendment No. 1") to permit discretionary garbage service rate changes after (a) obtaining the council's prior approval, and (b) providing no less than 60 days' prior written notice to customers; and

WHEREAS, the Master Franchise Agreement was further amended by City Ordinance No. 2810 ("Amendment No. 2") pursuant to which, among other things, City consented to the original franchisee under the Master Franchise Agreement, Ontario Sanitary Service, Inc. ("OSS"), transferring and assigning OSS's rights and interests under the Franchise Agreement (as defined below) to WCO; and

WHEREAS, subject to the terms and conditions contained in this Ordinance No. 2841-2025 (this "Ordinance"), the council desires to (a) extend the term of the Franchise Agreement for one additional term of ten (10) years, (b) increase the franchise fee to 7%, and (c) approve WCO's rate adjustment. For purposes of this Ordinance, the term "Franchise Agreement" means, individually and collectively, the Master Franchise Agreement, Amendment No. 1, and Amendment No. 2.

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

1. <u>Findings; Definitions</u>. The above-stated findings are hereby adopted. Except as otherwise modified under this Ordinance, all terms contained in this Ordinance and not otherwise defined herein have the meanings assigned to them in the Franchise Agreement.

2. <u>Extension; Rate Adjustment</u>.

2.1 <u>Franchise Extension</u>. Subject to the terms and conditions contained in this Ordinance, the term of the Franchise Agreement is extended for one additional term of ten (10) years, commencing on September 1, 2025 and ending on August 31, 2035 (the "Extended Term"), unless sooner extended or terminated as provided in the Franchise Agreement. Subject to the terms and conditions contained in this Ordinance, the Extended Term will be on the same terms and conditions contained in the Franchise Agreement.

2.2 <u>Annual Rate Adjustment</u>. City has reviewed WCO's proposed 2.5% sanitation rate increase (the "Rate Increase"), which proposed Rate Increase is based on the consumer price index provided in the Master Franchise Agreement. Notwithstanding Section 16 2.a. of the Master Franchise Agreement (which would have made the Rate Increase effective September 1, 2025), City approves and authorizes the Rate Increase effective January 1, 2026 (and WCO approves and accepts the Rate Increase effective January 1, 2026). WCO will provide all WCO customers located in City's incorporated limits no less than 60 days' prior written notice of the Rate Increase. Notwithstanding anything contained in this Ordinance and/or the Franchise Agreement providing otherwise, WCO's next annual rate adjustment under Section 16 2.a. of the Master Franchise Agreement will occur no earlier than September 1, 2027 (and, thereafter, subject to and in accordance with the Franchise Agreement).

3. <u>Amendment No. 1 – Section 6(2) of the Master Franchise Agreement</u>. Section 6(2) of the Master Franchise Agreement is amended and restated in its entirety to read as follows:

"Nothing in this Section 6 restricts and/or prohibits the city from suspending, modifying, and/or revoking the franchise for cause under Section 12."

4. Amendment No. 2 – Section 7 of the Master Franchise Agreement. Section 7 of the Master Franchise Agreement is amended and restated in its entirety to read as follows:

"SECTION 7. Franchise Fee:

1. In consideration of the rights, privileges, and franchise granted by City to the franchisee under this ordinance, the franchisee will pay City a franchise fee equal to seven percent (7%) of gross revenues (the "franchise fee(s)"). The franchisee will pay the franchise fee in annual installments, which annual installments will be due no later than January 31 of the calendar year immediately following the calendar year to which the franchise fee payment relates. Contemporaneously with each annual payment, the franchisee will file with City a sworn statement describing the total gross revenues the franchisee received during the immediately preceding calendar year (the "accounting statement"). City's acceptance of any payments under this Section 7 will not constitute a waiver by City of any franchisee breach under this Ordinance. For purposes of this ordinance, the term "gross revenue(s)" means all revenues (gross) the franchisee receives directly or indirectly from the franchisee's provision of solid waste management services and all other services under this ordinance, less net uncollectibles.

2. During the term of this ordinance, and for a period of three years thereafter (or such longer period as may be required under applicable law), the franchisee will maintain adequate books, records, and files concerning this ordinance and/or all solid waste management services provided under this ordinance, including, without limitation, the franchisee's billing and collection of all collection fees, charges, and assessments. After providing the franchisee no less than five days' prior written notice, City may review such franchisee books, records, documentation, and/or information City reasonably determines necessary or appropriate to audit an accounting statement and/or ascertain the franchisee's compliance with this ordinance. The franchisee will cooperate with City in conducting any inspection and/or audit and will correct any discrepancies affecting City's interest in a prompt and efficient manner. City will pay the cost of any audit provided no material irregularities are found (i.e., a franchisee fee underpayment of 5% or more in any one or more calendar years). If City discovers any material irregularities, the franchisee will pay the cost of City's audit within 30 days after City's demand. The franchisee will keep all its books, records, documentation, and/or information at the office located in Boise, Idaho."

5. Affirmation; No Waiver. WCO affirms and reaffirms to City each of WCO's representations, warranties, covenants, and agreements set forth in the Franchise Agreement, except as specifically modified under this Ordinance. This Ordinance will not be construed as an actual or implied waiver and/or release of any WCO obligation and/or liability arising out of or under the Franchise Agreement.

6. Interpretation; Severability; Errors. This Ordinance is hereby made part of the Franchise Agreement. The provisions of the Franchise Agreement that are not amended by this Ordinance remain unchanged and in full force and effect. This Ordinance will control if a conflict should arise between this Ordinance and the Franchise Agreement. All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. All prior and contemporaneous agreements, discussions, understandings, and negotiations, whether written or oral, express or implied, are merged herein, and to the extent inconsistent herewith, are of no further force and effect. The provisions of this Ordinance are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or

constitutionality of the remaining portion of this Ordinance. This Ordinance may be corrected by order of the council to cure editorial and/or clerical errors.

APPROVED AND ADOPTED by the City Council of the City of Ontario and signed by the mayor this 14th day of October, 2025.

Ayes: ________
Nays: ________
Abstentions: ________
Absent: ________

____
By: Deborah Folden, Mayor

ATTEST:

____
Tori Barnett, City Recorder

<u>Exhibit A</u>
Acceptance

The forgoing Ordinance No. 2841-2025 (adopted by the City of Ontario on October 14th, 2025) consisting of four pages (which includes this <u>Exhibit A</u>) is acknowledged, approved, accepted, and agreed upon by Waste Connection of Oregon, Inc. in all respects.

WCO:
Waste Connections of Oregon, Inc.,
an Oregon corporation

Ontario Sanitary Service
By: [signature]
Its: District Manager

AGENDA REPORT
NEW BUSINESS
October 14, 2025

TO: Mayor and City Council

FROM: Jeremy Green, City Attorney

THROUGH: Danny K. Cummings, City Manager

SUBJECT: ORDINANCE #2836-2025 FARMER MUTUAL TELEPHONE FRANCHISE AGREEMENT

DATE: October 6, 2025

PROPOSED MOTION:

1. I MOVE THE CITY COUNCIL TO APPROVE ORDINANCE 2836-2025, THE FARMERS MUTUAL TELEPHONE COMPANY FRANCHISE AGREEMENT AS PRESENTED ON FIRST READING BY TITLE ONLY.
2. I MOVE THE CITY COUNCIL TO APPROVE ORDINANCE 2836-2025, THE FARMERS MUTUAL TELEPHONE COMPANY FRANCHISE AGREEMENT AS AMENDED ON FIRST READING BY TITLE ONLY.
3. I MOVE THE CITY COUNCIL TO TABLE ORDINANCE 2836-2025, THE FARMERS MUTUAL TELEPHONE COMPANY FRANCHISE AGREEMENT UNTIL THE NEXT MEETING FOR MORE INFORMATION.

SUMMARY:

Report given by City Attorney Jeremy Green.

BACKGROUND:

This is a new franchise agreement.

CURRENT SITUATION:

The City Attorney will be giving the report and details of the negotiations between the Farmer Mutual Telephone Company, City Manager and City Attorney.

ANALYSIS:

A. **STRATEGIC PLAN**

B. **FINANCIAL**

C. **TIMING**

D. **POLICY/LEGAL** The City Council makes the final decision on agreements or authorizes the City Manager to make the final decision.

<u>ALTERNATIVES:</u>

To be determined by report

<u>RECOMMENDATION:</u>

Staff recommends the city council consider entering into this new franchise agreement.

<u>ATTACHMENTS:</u>

1. Ordinance 3826-2025 Franchise Agreement - Farmers Mutual Telephone Company

CITY OF ONTARIO
ORDINANCE NO. 2836-2025

AN ORDINANCE OF CITY OF ONTARIO GRANTING FARMERS MUTUAL TELEPHONE CO., AN IDAHO CORPORATION, THE RIGHT AND PRIVILEGE TO PROVIDE AND OPERATE A FIBER COMMUNICATIONS SYSTEM AND BUSINESS WITHIN CITY OF ONTARIO, AND TO PLACE, ERECT, LAY, MAINTAIN, AND OPERATE IN, UPON, OVER, AND UNDER THE PUBLIC STREETS, ALLEYS, AVENUES, THOROUGHFARES, HIGHWAYS, PLACES, AND GROUNDS WITHIN CITY OF ONTARIO, POLES, WIRES, FIBER OPTIC CABLE, AND OTHER APPLIANCES AND CONDUCTORS FOR TELECOMMUNICATION SERVICES PURPOSES; AND DECLARING AN EMERGENCY.

WHEREAS, Farmers Mutual Telephone Co. ("Grantee"), an Idaho corporation, desires to operate a certain telecommunications business within City of Ontario ("Grantor"), an Oregon municipal corporation; and

WHEREAS, by passage of this Ordinance No. 2836-2025 (this "Ordinance"), Grantor grants Grantee the right, privilege, and franchise to provide and operate a fiber communications system and business within Grantor's incorporated limits, subject to the terms and conditions contained in this Ordinance.

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

1. DEFINITIONS.

Unless defined elsewhere in this Ordinance, capitalized terms contained in this Ordinance have the meanings assigned to them in the attached Appendix A.

2. GRANT OF FRANCHISE.

2.1 Grant of Franchise. Subject to the terms and conditions contained in this Ordinance, Grantor grants Grantee the right, privilege, and franchise to place, replace, erect, lay, maintain, repair, and operate the Facilities in, upon, across, and/or under the Right-of-Way for Grantee's operation of the Telecommunications System for the purpose of providing Telecommunications Services within the Franchise Area. Notwithstanding anything contained in this Ordinance to the contrary, (a) Grantee's use of the Right-of-Way is limited to operation of the Telecommunications System within the Franchise Area for the purpose of providing Telecommunications Services, (b) Grantee will operate the Telecommunications System at all times subject to and in compliance with the Laws, and (c) nothing contained in this Ordinance will (y) abrogate Grantor's right to perform any public works or public improvements of any description or nature whatsoever, (z) constitute a waiver of any Laws, and/or (iii) waive and/or release Grantor's rights in and to the Right-of-Way.

2.2 Franchise Non-Exclusive. The Franchise is and will be construed as a non-exclusive franchise. Grantor reserves the right to grant franchises, licenses, permits, and/or other similar rights to other persons to use and/or place, erect, lay, maintain, and/or operate in, upon, over, and/or under the Right-of-Ways for similar or different purposes allowed under this Ordinance.

2.3 Grantee's Financial Capability. Grantee represents, warrants, and covenants to Grantor that Grantee has sufficient assets and net worth to ensure Grantee's timely and complete payment and performance of its obligations under this Ordinance. Grantee represents, warrants, and covenants that Grantee's books, accounts, records, and financial statements concerning this Franchise will (a) fairly present the financial condition of Grantee as of the dates and periods specified, (b) be prepared in accordance with sound accounting practices (e.g., generally accepted accounting practices), (c) reflect the consistent application of sound accounting practices throughout the periods involved, (d) represent actual, bona fide transactions, and (e) be maintained in accordance with sound business practices, including, without limitation, the maintenance of an adequate system of internal accounting control.

3. LOCATION; RELOCATION; REMOVAL.

3.1 Location of Facilities. For any new construction of Facilities concerning or impacting any construction or development within the Franchise Area, Grantee, with permission from Grantor to occupy such Right-of-Way, will locate its Facilities underground in accordance with this Ordinance; provided, however, Grantee will not be required to locate the Facilities underground if all other utilities in the subject Right-of-Way are located aboveground. Whenever utility services are located or relocated underground within a particular Right-of-Way, Grantee will, at Grantee's cost and expense, relocate its Facilities underground concurrently with the other affected utilities to minimize disruption of the Right-of-Way. Notwithstanding anything contained in this Ordinance to the contrary, (a) Grantee will not be permitted to place, erect, lay, maintain, and/or operate its Facilities in, upon, over, and/or under any Grantor park, trail, open space, and/or similar areas, and (b) Grantor has the authority to prescribe which Right-of-Ways will be used by Grantee for the Facilities, and the location of the Facilities within the Right-of-Ways (whether such Facilities are newly constructed, replaced, repaired, and/or otherwise).

3.2 Relocation.

3.2.1 Subject to and in accordance with applicable Laws, Grantee will remove, relocate, change, and/or alter the position or location of any Facilities located within the Right-of-Way whenever Grantor determines that such removal, relocation, change, and/or alteration is necessary for any of the following reasons: (a) an Emergency; (b) construction, repair, installation, and/or maintenance of any Grantor and/or other public work or improvement; (c) Grantor's operations (or those of other governmental entities) in, on, and/or under the Right-of-Way requires the removal, relocation, change, and/or alteration of the Facilities; (d) removal, relocation, change, and/or alteration is pursuant to a beautification, streetscape, and/or other Grantor improvement project; and/or (e) public convenience and/or necessity (as reasonably determined by Grantor). If any moving and/or relocation work is done for or at the request of a private individual, entity, developer, and/or development, the costs of such moving or relocation work will be borne by the requesting private individual, entity, developer, and/or development. Nothing contained in this Ordinance will be construed in any way to prevent Grantor from sewering, grading, planking, rocking, paving, repairing, altering, and/or improving any Right-of-Way in and/or on which the Facilities are or will be placed. Grantor will not require Grantee to remove or relocate its Facilities or vacate any Right-of-Way incidental to any public housing or renewal project under ORS Chapters 456 or 457 without reserving Grantee's right therein or without requiring Grantee to be compensated for the costs thereof.

3.2.2 Grantee will complete the removal, relocation, change, and/or alteration work described in Section 3.2.1 within thirty (30) days after Grantor's demand (or, if the removal, relocation, change, and/or alteration work is not feasible within thirty (30) days, such later date that Grantor and Grantee may agree upon in writing). Notwithstanding the immediately preceding sentence, if Grantor determines that the removal, relocation, change, and/or alteration of the Facilities is due to an Emergency, Grantee will, at Grantee's cost and expense, complete such removal, relocation, change, and/or alteration work promptly, without delay, but in no event later than forty-eight (48) hours after Grantor's demand; provided, however, if Grantee is unable to complete the Emergency removal, relocation, change, and/or alteration of the Facilities within forty-eight (48) hours due to circumstances beyond Grantee's control, Grantee will exercise its best efforts to complete such removal, relocation, change, and/or alteration work expeditiously and without delay (but in no event later than ten (10) days after Grantor's demand).

3.2.3 Grantee will pay all costs and expenses concerning or related to Facility removal, relocation, change, and/or alteration work necessary for the purpose(s) identified under Section 3.2.1 (a), (b), (c), (d), and/or (e). Notwithstanding the immediately preceding sentence, if any moving, removal, relocation, change, and/or alteration work is done for or at the request of a private individual, entity, developer, and/or development, the cost and expense of the removal, relocation, change, and/or alteration will be borne by the requesting private individual, entity, developer, and/or development.

3.3 Moving Aerials. Notwithstanding anything contained in this Ordinance to the contrary, whenever it becomes necessary to temporarily rearrange, remove, lower, and/or raise the Facilities to permit the passage of any building, machinery, and/or other object moved over any Right-of-Way (a "Temporary Adjustment"), Grantee will perform the Temporary Adjustment within seventy-two (72) hours after Grantee's receipt of written notice from the owner or contractor-mover desiring to move such building, machinery, and/or other object (the "Move Notice"). The Move Notice will (a) bear Grantor's written approval, (b) detail the route of movement of the building, machinery, and/or object, (c) provide that costs incurred by Grantee in making the Temporary Adjustment will be borne by the contractor-mover, (d) provide that the contractor-mover will indemnify and hold Grantee harmless for, from, and against all damages, claims, and/or causes of action caused directly or indirectly from the Temporary Adjustment, and (e) if required by Grantee, will be accompanied by cash deposit or a good and sufficient bond to pay any and all such costs as estimated by Grantee.

3.4 Maps. Contemporaneously with Grantee's filing of the Acceptance, and continuing annually thereafter on the anniversary of the Effective Date, Grantee will provide Grantor, for Grantor's review and approval, accurate map(s) certifying the horizontal and/or vertical location, size, and type of material for the Facilities (including, without limitation, Grantee's fiber optic cable) located within the Right-of-Way (or any portion thereof). The map(s) will show the horizontal location of the Facilities on a scale Grantor determines necessary and appropriate. Notwithstanding anything contained in this Ordinance to the contrary, Grantee's maps provided under this Section 3.4 will be in a form reasonably acceptable to Grantor. Grantee maps provided under this Section 3.4 will be subject to the confidentiality protections provided under Section 5.2.

4. CONSTRUCTION; INSTALLATION; AND OPERATION.

4.1 Telecommunications Facilities. Facilities will not interfere with Grantor's water mains, sewer mains, gas mains, and/or any other municipal uses of the Right-of-Way. Facilities will be erected and/or located so not to unreasonably interfere with the public's use of the Right-of-Way. Facilities will not interfere with the rights and reasonable convenience of property owners who own property that adjoins the Right-of-Way. Grantee will maintain, at Grantee's expense, all Facilities in a good, safe, working order, condition, and appearance and in compliance with the Laws. Grantee will perform all maintenance and repairs necessary to ensure Grantee's compliance with the immediately preceding sentence.

4.2 Construction Work. Except in the case of an Emergency, no less than fifteen (15) days prior to Grantee commencing (or causing any person to commence) any Construction Work within the Franchise Area, Grantee will (a) obtain all necessary construction permits concerning the proposed Construction Work, if any, including, without limitation, any permits required under Grantor's municipal code, if any, (b) file with Grantor maps, materials, documentation, a copy of the proposed work order, any necessary construction permits, and any other information or documentation requested by Grantor concerning the proposed Construction Work (including, without limitation, a description of the location of any Facilities), and (c) obtain Grantor's prior written consent to the proposed Construction Work. If Grantee is required to perform any Construction Work due to the occurrence of an Emergency, Grantee will be required to comply with Section 4.2(a), (b), and (c) as soon as practicable (but in no event later than five days after the occurrence of the Emergency). Grantee will conduct its operations and will perform all Construction Work, including, without limitation, any excavation and/or restoration work, in accordance with the following: (w) all Construction Work will be completed in a safe manner, taking into account all applicable traffic control rules and procedures; (x) all Construction Work will be completed so as to minimize disruption and interference of the Right-of-Way; (y) all Construction Work will be completed in accordance with this Ordinance and all applicable Laws; and (z) all Construction Work will be completed in a good workmanlike manner. Grantor will be permitted to inspect all Construction Work and demand correction of any incomplete or improper Construction Work. Grantor will process all Grantee construction permit applications timely and in accordance with applicable Laws.

4.3 Excavation Work; Restoration. Subject to the terms and conditions contained in this Ordinance and the Laws, Grantee may make all needful excavations in the Right-of-Way for the purpose of placing, erecting, laying, repairing, renewing, replacing, and/or maintaining the Facilities. Before commencing any excavation work, Grantee must obtain an excavation permit in accordance with Grantor Ordinance No. 814. Subject to and in accordance with applicable Laws, Grantee is responsible for determining the existence and exact location of all utility services and facilities (including, without limitation, those located underground) to protect the integrity thereof and will pay all costs and expenses related thereto. Before commencing any excavation work (or any other Construction Work), Grantee will carefully study and confirm the accuracy of all lines, levels, and measurements, and their relation to benchmarks, property lines, and reference lines. If Grantee disturbs and/or causes another to disturb any Right-of-Way, Grantee will, at Grantee's cost and expense, replace or restore the Right-of-Way to the same condition to which the Right-of-Way existed prior to the disruption as soon as practicable and without unreasonable delay. If Grantee fails to timely replace or restore any Right-of-Way to the same condition to which the Right-of-Way existed prior to the disruption within thirty (30) days following written notice of such failure from Grantor, Grantor may cause the replacement or restoration to be made at the expense of Grantee. Grantee will pay Grantor all costs and expenses incurred by Grantor to replace or restore the Right-of-Way to the condition to which the Right-of-Way existed prior to the disruption immediately upon Grantor's demand. The Telecommunications System will not unreasonably endanger and/or interfere with the safety of persons or property located in the Franchise Area.

4.4 Contractors; Safety Requirements; Cleanup. Grantee is responsible for obtaining, at its cost and expense, all permits, licenses, and/or other forms of approval or authorization necessary to construct, operate, maintain, and/or repair the Telecommunications System, or any part thereof, prior to the commencement of any such activities. Construction, installation, and maintenance of the Telecommunications System will be performed in a safe, thorough, and reliable manner using materials of good and durable quality. Grantee will use only licensed and bonded contractors familiar with the Laws and of good reputation to perform all Construction Work and will diligently prosecute completion of all Construction Work. Grantee will, at its cost and expense, undertake all necessary and commercially appropriate actions and efforts to maintain its work sites in a safe manner to prevent failures and accidents that may cause damage, injuries, and/or nuisances. To this end, Grantee will daily clean and remove from the Right-of-Way all rubbish, debris, and surplus materials caused by Grantee's operations.

4.5 Trimming of Trees and Shrubbery. Trees and shrubs will not be removed without Grantor's prior written authorization. Grantee will not damage roots of any tree by compacting or filling on or around its base or make excavations in the soil within a foot of the tree's roots unless appropriate measures are taken to prevent the exposed soil from drying out. After any excavation or grinding work, the ground will be restored to a smooth and level surface. Any required grinding of a stump will be completed promptly after removal of the tree or shrub (provided, however, in no event will the removal be completed later than seventy-two (72) hours after the tree or shrub removal). All "pruning" will be performed in a careful and systematic manner so as not to damage other parts of the plant or tree as a whole.

4.6 Hazardous Substances. Grantee will not cause and/or permit any Hazardous Substances to be spilled, leaked, disposed of, and/or otherwise released in, upon, across, and/or under the Right-of Way and/or any surrounding areas. Grantee will comply with all Environmental Laws and will exercise the highest degree of care in the use and handling of any Hazardous Substances and will take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used and/or handled in, on, and/or over the Right-of-Way.

4.7 Oversight of Franchise. Grantor has the right to oversee and periodically inspect the construction, operation, repair, and/or maintenance of the Telecommunications System to determine compliance with the Laws and this Franchise. Nothing contained herein places any obligation and/or requirement that Grantor inspect. If Grantor makes any inspections, including those inspections permitted under Section 4.2, such inspections are made solely for Grantor's benefit and will not be deemed an acceptance or guaranty of any kind or nature related to the Telecommunications System, Facilities, Construction Work, and/or any portion or aspect thereof.

4.8 Removal of Facilities. Upon the termination of this Ordinance (and the Franchise granted hereunder) for any reason or no reason, Grantor may require Grantee to remove Facilities located in the Right-of-Way. Removal of the Facilities will be at Grantee's cost and expense. Upon removal, the Right-of-Way and all surrounding areas will be restored by Grantee to a condition substantially similar to that which the Right-of-Way and surrounding areas existed as of the Effective Date.

5. FRANCHISE FEES.

5.1 Payment of Franchise Fees. In consideration of the rights, privileges, and franchise granted by Grantor to Grantee under this Ordinance, Grantee will pay Grantor a franchise fee equal to the greater of the following amounts (the "Franchise Fee(s)"): (a) seven percent (7%) of Gross Revenues; or (b) $500.00 per month. Grantee will pay the Franchise Fee in quarterly installments, which quarterly installments will be due on or before the last day of the month immediately following the end of each calendar year quarter. Contemporaneously with each quarterly payment, Grantee will file with Grantor a sworn statement (the "Accounting Statement") identifying the total Gross Revenues Grantee received during the immediately preceding quarter. Grantor's acceptance of any payments under this Section 5.1 will not constitute a waiver by Grantor of any Grantee breach under this Ordinance. Notwithstanding anything contained in this Ordinance to the contrary, upon ninety (90) days' prior written notice to Grantee, Grantor may increase or decrease the Franchise Fee by resolution of the Council.

5.2 Inspection of Books and Records; Coordination. During the term of this Ordinance, and for a period of three years thereafter (or such longer period as may be required under any applicable Laws), Grantee will maintain adequate books, records, and files concerning the Telecommunications System and the Franchise. On ten (10) days' advance written notice to Grantee, Grantor may review such corporation books, records, documentation, and/or information Grantor reasonably determines necessary or appropriate concerning the Franchise to audit an Accounting Statement and/or ascertain Grantee's compliance with this Ordinance. Grantee will reasonably cooperate with Grantor in conducting any inspection and/or audit and will correct any discrepancies affecting Grantor's interest in a prompt and efficient manner. Grantor will pay the cost of any audit provided no irregularities are found (if Grantor discovers any irregularities, Grantee will pay the cost of Grantor's audit immediately upon Grantor's demand). Grantee will keep all its books, records, documentation, and/or information stored electronically or at the office located at the address set forth in Appendix A. If Grantee provides any books, records, and/or information to Grantor that Grantee reasonably believes to be confidential or proprietary, and Grantee clearly and specifically identifies such books, records, and/or information as confidential or proprietary upon initial submission to Grantor, Grantor will take reasonable steps to protect the confidentiality of such books, records, and/or information subject to Grantor's obligations under Oregon's Public Records Law. Grantor will not be required to incur any costs to protect any confidential or proprietary books, records, and/or information, other than Grantor's routine internal procedures for complying with Oregon's Public Records Law.

5.3 Annexation. Grantor will exercise its reasonable efforts to provide notice of any annexation of territory, including a map of the annexed territory, a legal description of the boundary change, each site address to be annexed as recorded on county assessment and tax rolls, and a copy of the annexation ordinance within thirty (30) days after the annexation. Grantee's obligation to pay Franchise Fees on revenue generated by service to the newly annexed property will commence ten (10) days after Grantor's notice is provided.

6. INSURANCE; INDEMNIFICATION.

6.1 Insurance. Grantee, at its cost and expense, will obtain and maintain in full force and effect during the term of this Ordinance (and for a period of two years immediately thereafter) the following insurance coverage and their respective minimum limits: (a) workers' compensation insurance within statutory limits; (b) employer's liability insurance with limits of no less than $1,000,000.00 per occurrence, $2,000,000.00 in the aggregate; (c) comprehensive general liability insurance with limits of no less than $3,000,000.00 for bodily injury or death to each person, $3,000,000.00 for property damage resulting from any one accident, and $3,000,000 for all other types of liability; and (d) automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Grantee and its employees with limits of $1,000,000.00 for each person, $3,000,000.00 for each accident. Each liability insurance policy Grantee is required to obtain and maintain under this Section 6.1 will name Grantor and its officers, employees, and agents as additional insureds. Grantee will exercise its commercially reasonable efforts to provide Grantor no less than thirty (30) days' prior written notice of any cancellation, expiration, modification, and/or reduction in amount or scope of insurance coverage required under this Section 6.1. All insurance Grantee is required to obtain and maintain under this Section 6.1 will be issued only by insurance companies licensed in Oregon. Prior to Grantor's execution and acceptance of this Ordinance, and at any other time thereafter within ten (10) days after Grantor's written request, Grantee will provide Grantor with certificates of insurance and endorsements evidencing Grantee's compliance with this Section 6.1. Notwithstanding anything contained in this Ordinance to the contrary, Grantor may increase the minimum levels of insurance Grantee is required to carry under this Ordinance as Grantor determines necessary or appropriate to ensure Grantee's coverage limits at least equal the applicable Oregon Tort Claims Act liability limits for state or local agencies by providing Grantee ninety (90) days' prior written notice.

6.2 Grantee Indemnification. Except to the extent caused by Grantor's gross negligence or willful misconduct, Grantee will defend, indemnify, and hold Grantor and each Grantor employee, officer, agent, contractor, and representative harmless for, from, and against all claims, actions, proceedings, damages, liabilities, losses, and expenses of every kind, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) the acts or omissions of Grantee and/or its Agents, whether such acts or omissions are authorized, allowed, or prohibited by this Ordinance; (b) damage, injury, and/or death to person or property caused directly or indirectly by the acts or omissions of Grantee and/or its Agents; and/or (c) Grantee's breach and/or failure to perform any Grantee representation, warranty, covenant, and/or obligation contained in this Ordinance. Grantee's indemnification obligations provided in this Section 6.2 will survive the termination of this Ordinance.

7. TERM OF FRANCHISE.

7.1 Term of Franchise; Termination for Cause. Unless sooner terminated as provided in this Ordinance, this Ordinance (and the Franchise granted hereunder) will be in full force and effect for a period of ten years commencing on the Effective Date. This Ordinance may be terminated at any time by the parties' mutual written agreement. Notwithstanding anything contained in this Ordinance to the contrary, but subject to the notice requirements provided under Section 7.2, if applicable, either party may terminate this Ordinance (and the Franchise granted hereunder) by notice to the other party on the occurrence of any of the following events (each an "Event of Default"): (a) the other party fails to comply with any Law; and/or (b) the other party breaches and/or otherwise fails to perform any of the other party's representations, warranties, covenants, and/or obligations contained in this Ordinance.

7.2 Notice of Default. No party act or omission will be considered an Event of Default under this Ordinance unless and until the alleged defaulting party has received thirty (30) days' prior written notice from the non-defaulting party specifying with reasonable particularity the Event of Default the non-defaulting party believes exist (the "Default Notice"). Commencing from the defaulting party's receipt of the Default Notice, the alleged defaulting party will have thirty (30) days within which to cure or remedy the Event of Default (the "Cure Period") before the defaulting party will be deemed in default of this Ordinance; provided, however, if the nature of the Event of Default is such that it cannot be completely remedied or cured within the Cure Period, there will not be a default by the alleged defaulting party under this Ordinance if the alleged defaulting party begins correction of the Event of Default within the Cure Period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practicable. Subject to the immediately preceding sentence, if the alleged defaulting party fails to cure or remedy the Event of Default(s) within the Cure Period, the non-defaulting party may terminate this Ordinance based on such Event of Default(s) and may pursue all rights and remedies available to the non-defaulting party under this Ordinance and/or applicable Law. Notwithstanding anything contained in this Ordinance to the contrary, (a) a non-defaulting party is not required to provide, and the alleged defaulting party is not entitled to receive, a Default Notice upon the alleged defaulting party's commitment of a default under this Ordinance for which the alleged defaulting party has previously received a Default Notice within the immediately preceding twelve (12) months (commencing from the date of the previous default), and (b) no Default Notice is required to be provided by Grantor to Grantee for Grantee's failure to timely pay the Franchise Fee.

7.3 Remedies. If a party breaches and/or otherwise fails to perform any of the party's representations, warranties, covenants, and/or obligations contained in this Ordinance, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Ordinance, pursue all remedies available to the non-defaulting party at law and/or in equity. All available remedies are cumulative and may be exercised singularly or concurrently. Termination of this Ordinance will not constitute a waiver or termination of any rights, claims, and/or causes of action a party may have against the other party.

8. MISCELLANEOUS.

8.1 Assignment or Transfer of Franchise. Subject to the terms and conditions contained in this Ordinance, Grantee will not Transfer all or any part of the Facilities, Grantee's interest in or to this Franchise, and/or the Telecommunications System without Grantor's prior written consent, which consent will not be unreasonably withheld, conditioned, and/or delayed. If Grantor consents to a Transfer, the following will apply: (a) the terms and conditions of this Ordinance (and the Franchise) will in no way be deemed to have been waived or modified; (b) consent will not be deemed consent to any further Transfer; (c) acceptance of any Franchise Fees by Grantor from any other person will not be deemed to be a waiver by Grantor of any provision of this Ordinance; (d) Grantee will pay all fees, costs and expenses incurred by Grantor in considering and/or consenting to a Transfer; and (e) no Transfer relating to this Ordinance, whether with or without Grantor's consent, will modify, relieve, and/or eliminate any liabilities and/or obligations Grantee may have under this Ordinance. Grantor may consent to subsequent assignments, subletting, and/or amendments or modifications to this Ordinance with assignees of Grantee without notifying Grantee, or any successor of Grantee, and without obtaining its or their consent thereto and such action will not relieve Grantee of any liability under this Ordinance. Subject to the terms and conditions contained in this Section 8.1, this Ordinance will be binding on the parties and their respective heirs, executors, administrators, successors, and assigns and will inure to their benefit.

8.2 Severability; Conflict; Governing Law; Venue. Each section, sentence, and/or provision contained in this Ordinance will be treated as a separate and independent section, sentence, and/or provision. The unenforceability of any one section, sentence, and/or provision will in no way impair the enforceability of any other section, sentence, and/or provision contained herein. Any reading of a section, sentence, and/or provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. This Ordinance supersedes all Grantor ordinances, resolutions, and/or policies in conflict with this Ordinance (but only to the extent in conflict with this Ordinance). To the extent an actual conflict exists between the terms of this Ordinance (and the Franchise granted hereunder) and another Grantor ordinance in full force and effect as of the Effective Date, the terms and provisions of this Ordinance (and Franchise) will control. If any federal, state, and/or local laws, rules, ordinances, and/or regulations preempt a provision or limit the enforceability of a provision of this Ordinance, then the provision will be read to be preempted to the extent and the time required by law. This Ordinance is subject to all applicable Laws. Any action or proceeding arising out of or concerning this Ordinance will be litigated in courts located in Malheur County, Oregon, or the United States District Court for the District of Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Malheur County, Oregon, or the United States District Court for the District of Oregon.

8.3 Attorney Fees; Action by the Parties. If a suit, action, arbitration, and/or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Ordinance, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law. In any action mandated or permitted by Grantor or Grantee under this Ordinance, such party will act in a reasonable, expeditious, and timely manner. Whenever the approval or consent of either Grantor or Grantee is required under this Ordinance, such consent will not be unreasonably withheld, conditioned, or delayed.

8.4 Compliance with Laws; Notices. Grantor and Grantee will comply with all applicable Laws concerning or related to this Franchise. The rights and privileges granted by Grantor to Grantee under this Ordinance extend only to the extent of Grantor's right or authority to grant a franchise to occupy and use the Right-of-Ways for the Facilities. All notices or other communications required or permitted by this Ordinance must be in writing, must be delivered to the parties at the addresses set forth in Appendix A, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

8.5 Person; Interpretation; Expenses. For purposes of this Ordinance, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The words "include," "includes," and "including" are not limiting. The word "or" is not exclusive. Reference to "days" means calendar days, with any deadline falling on a day other than a business day being extended to the next business day. Notwithstanding anything contained in this Ordinance to the contrary, Grantee will bear all fees, costs, and expenses incurred or arising out of Grantee's performance of its obligations under this Ordinance.

8.6 Entire Agreement; Corrections; Late Fees. This Ordinance contains the entire agreement and understanding between the parties with respect to the subject matter of this Ordinance and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Grantee has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Ordinance. This Ordinance may be corrected by order of the Council to cure editorial and clerical errors. If any Franchise Fees and/or other payment due from Grantee is not received by Grantor within thirty (30) days after it is due, Grantee will pay a late fee equal to ten percent (10%) of the payment or Two Hundred Dollars ($200.00), whichever is greater (a "Late Fee"). In addition, a charge of one and one-half percent (1.5%) per month on the amount past due (a "Late Charge") will be charged from the due date for such payment until the past due amount is paid in full. Grantor may levy and collect a Late Fee and/or a Late Charge in addition to all other remedies available for Grantee's failure to timely pay any Franchise Fees and/or other payment due from Grantee.

8.7 Grantee Acceptance. Grantee represents, warrants, and covenants the following to Grantor: (a) Grantee is a duly organized Idaho corporation validly existing and with full legal right and authority to operate in the State of Oregon; (b) Grantee has full power and authority to sign and deliver the Acceptance and to perform all Grantee's obligations under this Ordinance; and (c) Grantee's obligations under this Ordinance are legal, valid, and binding obligations of Grantee, enforceable against Grantee in accordance with their terms. Within ten (10) days after Grantor's passage of this Ordinance, Grantee will file with Grantor the written acceptance attached hereto as Exhibit A (the "Acceptance"). If Grantee fails to timely file the Acceptance with Grantor, this franchise (and the rights granted to Grantee herein) will be deemed null, void, and repealed by Grantor in all respects without further act by Grantor.

8.8 Emergency Declaration. The council finds that passage of this Ordinance is necessary for the immediate preservation of the peace, health, and safety of City's citizens. The council further finds that a delay of thirty (30) days prior to the effective date of this Ordinance may result in acts, omissions, and/or conditions detrimental to City and/or public welfare. Therefore, an emergency is hereby declared to exist and this Ordinance will be in full force and effect upon its passage and adoption by the council and signing by the mayor.

[end of franchise agreement – signature page immediately follows]

APPROVED AND ADOPTED by the Council and signed by the mayor this 14th day of October, 2025.

Ayes: ________
Nays: ________
Abstentions: ________
Absent: ________
Vacancies: ________

____
By: Deborah Folden, Mayor

ATTEST:

____
By: Tori Barnett, City Recorder

Appendix A
Definitions

"Acceptance" has the meaning assigned to such term under Section 8.7.

"Accounting Statement" has the meaning assigned to such term under Section 5.1.

"Agent(s)" means the affiliates, officers, directors, shareholders, members, managers, employees, agents, contractors, subcontractors, and/or volunteers of the identified party or person.

"Construction Work" means any construction activity in, on, over, and/or under any Right-of-Way, including, without limitation, any excavation, maintenance, improvement, repair, extension, and/or relocation work.

"Council" means Grantor's then-elected legislative body (i.e., the city council).

"Cure Period" has the meaning assigned to such term in Section 7.2.

"Default Notice" has the meaning assigned to such term in Section 7.2.

"Effective Date" means October 14, 2025, subject to the terms and conditions contained in this Ordinance.

"Environmental Law(s)" means all federal, state, and/or local statutes, regulations, and/or ordinances, and/or any judicial or other governmental orders pertaining to the protection of health, safety, and/or the environment.

"Event of Default" has the meaning assigned to such term under Section 7.1.

"Facility(ies)" means all Grantee underground, surface, and/or aerial facilities necessary to provide Telecommunications Services into, within, and through the Franchise Area, including, without limitation, optical fiber cable, wires, conductors, appliances, conduits, pipes, cables, apparatus, ducts, poles, guys, anchors, vaults, pedestals, supports, fixtures, fiber optic cables, and related equipment; the term "Facility(ies) does not include small wireless facilities and/or small-cell facilities.

"Franchise" means the franchise granted by Grantor to Grantee under this Ordinance.

"Franchise Area" means the present legal boundaries of Grantor as of the Effective Date and any additions thereto by annexation or other legal means.

"Franchise Fee(s)" has the meaning assigned to such term under Section 5.1.

"Grantee" has the meaning assigned to such term in the first recital, whose address is 319 SW 3rd Street, Fruitland, Idaho 83619.

"Grantor" has the meaning assigned to such term in the first recital, whose address is 444 SW 4th Street, Ontario, Oregon 97914.

"Gross Revenue(s)" means all revenues (gross) Grantee receives directly or indirectly from Grantee's provision of Telecommunications Services within the Franchise Area, less net uncollectibles, including, without limitation, revenues from the use, rental, and/or lease of the Facilities.

"Hazardous Substance(s)" means any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any Environmental Law, and will include petroleum oil and its fractions.

"Law(s)" means all applicable federal, state, county, and/or local laws, rules, regulations, codes, and ordinances, including, without limitation, the Americans with Disabilities Act of 1990 ("ADA") and any regulations of any administrative agency thereof, and all Environmental Laws and laws related to Hazardous Substances, all as heretofore or hereafter adopted, promulgated, and/or established from time to time.

"Late Charge" has the meaning assigned to such term under Section 8.6.

"Late Fee" has the meaning assigned to such term under Section 8.6.

"Move Notice" has the meaning assigned to such term under Section 3.3.

"Ordinance" has the meaning assigned to such term in the second recital.

"Right-of-Way(s)" means the public streets, alleys, avenues, thoroughfares, highways, places, and grounds located within the Franchise Area which are owned and/or controlled by Grantor.

"Temporary Adjustment" has the meaning assigned to such term under Section 3.3.

"Telecommunication(s) Service(s)" means fiber optic two-way switched access and/or transport of voice, video, and/or data communications, including, without limitation, local exchange service, long distance telephone service, and internet access. Telecommunications Services does not include the following: (a) services directly related to internet access; (b) services provided by radio common carrier; (c) one-way transmission of television signals; (d) the provision of cable television; (e) surveying; (f) private telecommunications networks; and/or (g) communications of the customer which take place on the customer side of on-premises equipment.

"Telecommunication(s) System(s)" means the Facilities operated in the Franchise Area for the purposes of providing Telecommunications Services.

"Transfer" means any transfer and/or conveyance, including, without limitation, any sale, assignment, mortgage, sublet, lien, sublease, license, conveyance, and/or encumbrance, whether directly, indirectly, voluntarily, involuntarily, or by operation of law; the term "Transfer" includes the sale, assignment, encumbrance, or transfer – or series of related sales, assignments, encumbrances, and/or transfers – of fifty percent (50%) or more of the shares, membership units, and/or other ownership interest of Grantee, 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.

<u>Exhibit A</u>
Acceptance

The forgoing Ordinance No. 2836-2025, approved and adopted by City of Ontario on October 14, 2025 and consisting of 12 pages, including this <u>Exhibit A</u>, is approved, accepted, and agreed upon by Grantee.

Dated: October ___, 2025.

Famers Mutual Telephone Co.,
an Idaho corporation

____
By: _______________________________

AGENDA REPORT
NEW BUSINESS
October 14, 2025

TO: Mayor and City Council

FROM: Tori Barnett, City Recorder

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **RESOLUTION #2025-124: OFFICIAL COMPENSATION PACKAGE FOR EMPLOYEES & VOLUNTEERS (FOOD & BEVERAGE POLICY)**

DATE: October 1, 2025

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE RESOLUTION #2025-124: A RESOLUTION ADOPTING AN OFFICIAL COMPENSATION PACKAGE FOR EMPLOYEES AND VOLUNTEERS.

SUMMARY:

The Oregon Government Ethics Commission [OGEC] has issued a statement relating to providing food and/or beverages (non-alcoholic) to any employee or volunteer working for the government, indicating those items must be added to their compensation package to negate the need to add the cost of said items when filing their tax returns.

BACKGROUND:

OGEC was asked to review ORS 2440.040, which prohibits a public body from providing food or beverages to its employees, elected, or appointment officials unless such food and beverages are made a part of the compensation package. The city typically provides both food and/or beverages at various city-sponsored events to those individuals.

CURRENT SITUATION:

Upon review of ORS 244.040, in connection with OAR 199-008-0005(3), the Commission issued Advisory Opinion #25-126A in May 2025. This opinion outlined the steps each entity needed to take to add correct and appropriate language to the compensation package which would allow for food and beverages to be provided to employees, elected, or appointed officials.

Adopting Resolution #2025-124 would add the proposed language to the compensation package for employees, elected, or appointed officials to allow food and beverages to be provided at city-sponsored or city-related business events.

The resolution also stipulates which areas would not fall under the proposed package.

If adopted, the Employee and Volunteer Food and Beverage Policy will be immediately incorporated herein by reference to the City of Ontario Personnel Policy Update First Amended and Restated Employee Handbook, dated June 1, 2025, and included in the next run of the Employee Handbook, under Section 15. Employee Benefits, Subsection a. Employee Benefits - General.

ANALYSIS:

A. **STRATEGIC PLAN** None.

B. **FINANCIAL** No more than is already being expended.

C. **TIMING** Staff would like to get this included in the compensation package as directed by the Oregon Governement Ethics Commission.

D. **POLICY/LEGAL** The City Council is the approving body for all resolutions.

ALTERNATIVES:

The Council could choose not to add the resolution in the compensation package, and staff would cease to provide food and/or beverages at city-sponsored or city-related business events.

RECOMMENDATION:

Staff recommends the Council adopt Resolution #2025-124.

ATTACHMENTS:

1. Reso 2025-124 Food & Beverage Compensation
2. OAR 199-008-0005(3) Official Compensation Package
3. ORS 244.040 & 244.040(2)(a) Compensation Package

RESOLUTION #2025-124

A RESOLUTION ADOPTING AN OFFICIAL COMPENSATION PACKAGE FOR EMPLOYEES AND VOLUNTEERS

WHEREAS, the Oregon Government Ethics Commission (OGEC) concluded that ORS 244.040 prohibits a public body from providing food or beverages to its employees and elected or appointed officials unless such food or beverages are made a part of the official or employee's compensation package; and

WHEREAS, the City of Ontario may provide food, beverage, and other related items to employees, elected, or appointed officials as part of their official compensation package when such provisions occur during the performance of city business and/or sponsored events; and

WHEREAS, the City Council of the City of Ontario wishes to adopt a policy in accordance with ORS 244.040(2)(a) and related Oregon Administrative Rules, including OAR 199-008-0005(3), to ensure compliance with OGEC guidance (Advisory Opinion No. 25-126A, May 9, 2025).

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

Section 1: As part of their official compensation package as that term is used under ORS 244.040(2)(a), employees and elected or appointed officials may receive the following from the City of Ontario:

a. Food, beverage, and other related items provided by the City of Ontario to employees, elected, or appointed officials, including during a City of Ontario related event such as, but not limited to, meetings, team building activities, potlucks, volunteer appreciation events, retirement parties, retreats, and conferences.
b. Items with the City of Ontario or city department logo provided to them in their role as an employee, elected, or appointed official, such as clothing, water bottles, pens, paper, etc.
c. Awards and other items provided to employees, elected, or appointed officials in recognition of achievements and special events, such as employment anniversaries, holidays, illness, bereavement, retirement, etc.
d. This policy does not apply to:
    i. Food, lodging, transportation, and other related costs reimbursed by the City of Ontario and covered under existing reimbursement policies.
    ii. Food, beverage, and other related items provided by the City of Ontario to the employee, elected, or appointed official that are also available to the public at large.
    iii. Items that are considered "gifts" under ORS 244.020(7).
    iv. Compensation provided as part of an official compensation package may be subject to income tax per the IRS rules on taxable fringe benefits.

Section 2: The recitals set forth above are incorporated into the body of this resolution as if fully set forth herein.

Section 3: The recitals as set forth shall, upon adoption, become part of the adopted Employee Manual.

Section 4: This resolution is effective immediately upon its passage.

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

AYES:

NAYES:

ABSENT:

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

ATTEST:

___________________________ ____________________________

Deborah K. Folden, Mayor Tori Barnett, MMC, City Recorder

Oregon Government Ethics Commission

Chapter 199

Division 8
COMPLIANCE AND SANCTIONS

199-008-0005
Definitions of terms in ORS Chapter 244

(1) The purpose of this rule is to define certain terms and to clarify substantive provisions of ORS Chapter 244.

(2) The term "official duties" means that the public official's actions are directly related to serving the state of Oregon or any of its political subdivisions or any other public body as a public official.

(3) The term "official compensation package" means the wages and other benefits provided to the public official. To be part of the public official's "official compensation package", the wages and benefits must have been specifically approved by the public body in a formal manner, such as through a union contract, an employment contract, or other adopted personnel policies that apply generally to employees or other public officials. "Official compensation package" also includes the direct payment of a public official's expenses by the public body, in accordance with the public body's policies.

(4) The term "reimbursement of expenses" means the payment by a public body to a public official serving that public body, of expenses incurred in the conduct of official duties on behalf of the public body. Any such repayment must comply with any applicable laws and policies governing the eligibility of such repayment. Expenses paid by the public body to their own public officials need not be reported by the public official under ORS 244.060.

(5) "Confidential information" means any record that is exempt from public disclosure or inspection under state law, or any information obtained in the course of or by reason of holding position as a public official that is not publicly disclosed. The record or information is no longer confidential if it has been voluntarily disclosed by the public body, or been disclosed through a public records disclosure order or court order.

(6) As used in ORS 244.047, a public contract is "authorized by" a public official if the public official performed a significant role in the selection of a contractor or the execution of the contract. A significant role can include recommending approval or signing of the contract, including serving on a selection committee or team, or having the final authorizing authority for the contract.

(7) As defined in ORS 244.020(15), a public official includes anyone serving the State of Oregon or any of its political subdivisions or any other public body in any of the listed capacities, including as an "agent." An "agent" means any individual performing governmental functions. Governmental functions are services provided on behalf of the government as distinguished from services provided to the government. This may include private contractors and volunteers, depending on the circumstances. This term shall be interpreted to be consistent with Attorney General Opinion No. 8214 (1990).

(8) "Ministerial Acts" as used in ORS 244.177 means any act that a public official may take in the ordinary course of performing their official duties that has no financial impact on a relative or household member who seeks employment with, is employed by, or who otherwise serves the same public body. Such acts may include taking meeting minutes, notarizing documents, taking messages, filing or duplicating documents.

Statutory/Other Authority: ORS 244.290
Statutes/Other Implemented: ORS 244.020, 244.047, 244.040, 244.042, 244.177 & 244.045
History:
GEC 13-2021, amend filed 12/07/2021, effective 12/30/2021
GEC 9-2021, renumbered from 199-005-0035, filed 07/29/2021, effective 07/30/2021
GEC 1-2010, f. 3-12-10, cert. ef. 3-15-10
GEC 2-2008, f. & cert. ef. 3-7-08

(c) Any individual for whom the public official or candidate has a legal support obligation;
(d) Any individual for whom the public official provides benefits arising from the public official's public employment or from whom the public official receives benefits arising from that individual's employment; or
(e) Any individual from whom the candidate receives benefits arising from that individual's employment.
(17) "Statement of economic interest" means a statement as described by ORS 244.060 or 244.070.
(18) "Zoning commission" means an entity to which is delegated at least some of the discretionary authority of a planning commission or governing body relating to zoning and land use matters. [1974 c.72 §2; 1975 c.543 §1; 1977 c.588 §2; 1979 c.666 §5; 1987 c.566 §8; 1989 c.340 §2; 1991 c.73 §1; 1991 c.770 §5; 1993 c.743 §8; 1995 c.79 §85; 1997 c.249 §75; 2001 c.200 §1; 2003 c.14 §115; 2005 c.574 §1; 2007 c.865 §8; 2007 c.877 §16a; 2009 c.68 §2; 2009 c.689 §§1,2; 2013 c.42 §1; 2015 c.620 §1; 2015 c.665 §1]

244.025 Gift limit. (1) During a calendar year, a public official, a candidate or a relative or member of the household of the public official or candidate may not solicit or receive, directly or indirectly, any gift or gifts with an aggregate value in excess of $50 from any single source that could reasonably be known to have a legislative or administrative interest.
(2) During a calendar year, a person who has a legislative or administrative interest may not offer to the public official or a relative or member of the household of the public official any gift or gifts with an aggregate value in excess of $50.
(3) During a calendar year, a person who has a legislative or administrative interest may not offer to the candidate or a relative or member of the household of the candidate any gift or gifts with an aggregate value in excess of $50.
(4) This section does not apply to public officials subject to the Oregon Code of Judicial Conduct. [2007 c.877 §18; 2009 c.68 §3]

244.030 [1974 c.72 §24; repealed by 2007 c.865 §41]

244.040 Prohibited use of official position or office; exceptions; other prohibited actions. (1) Except as provided in subsection (2) of this section, a public official may not use or attempt to use official position or office to obtain financial gain or avoidance of financial detriment for the public official, a relative or member of the household of the public official, or any business with which the public official or a relative or member of the household of the public official is associated, if the financial gain or avoidance of financial detriment would not otherwise be available but for the public official's holding of the official position or office.
(2) Subsection (1) of this section does not apply to:
(a) Any part of an official compensation package as determined by the public body that the public official serves.
(b) The receipt by a public official or a relative or member of the household of the public official of an honorarium or any other item allowed under ORS 244.042.
(c) Reimbursement of expenses.
(d) An unsolicited award for professional achievement.
(e) Gifts that do not exceed the limits specified in ORS 244.025 received by a public official or a relative or member of the household of the public official from a source that could reasonably be known to have a legislative or administrative interest.

AGENDA REPORT
NEW BUSINESS
October 14, 2025

TO: Mayor and City Council

FROM: Tatiana Burgess, Planning Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **RESOLUTION #2025-125: AMEND BUILDING FUND BUDGET TO FUND A NEW VEHICLE PURCHASE AND BID AWARD**

DATE: October 7, 2025

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE THE BUILDING FUND BUDGET AMENDMENT RESOLUTION #2025-125 AND TO APPROVE THE BID AWARD TO STEVE'S HOMETOWN TOYOTA, FOR $31,541.33 AND AUTHORIZE THE CITY MANAGER TO SIGN ALL DOCUMENTS.

SUMMARY:

The Building Department has been planning on budgeting for a new vehicle in the upcoming fiscal year 2026-2027. The Building Department is seeking approval to amend its budget to authorize the purchase of a new vehicle in the current 2025-2026 fiscal year. To expedite the onboarding of a new code enforcement officer, the Building Department is willing to pass its current vehicle on to the Police Department, as a temporary and immediately available vehicle.

BACKGROUND:

The vehicle currently utilized by the Building Department was purchased through the General Fund in November 2001; it is a 2002 Ford Ranger 4x4. The Building Department has been planning on budgeting for a new vehicle in the upcoming fiscal year 2026-2027. During the September 23, 2025, Council meeting, the Council consented to the hiring of an additional code enforcement officer. To expedite the onboarding of a new code enforcement officer, the Building Department is willing to pass its current vehicle on to the Police Department, as a temporary and immediately available vehicle. The Building Department currently has the funds available to purchase a new vehicle. Three required bids were secured, should the Council authorize the purchase. The bids were for the purchase of a new 2025 all-wheel drive Toyota RAV4.

CURRENT SITUATION:

The vehicle that the Building Department has been using is 24 years old. The Building Department has been planning a new vehicle purchase in the 2026–2027 fiscal year. There is no budget allocation for a new vehicle purchase in the current year. The Building Department and its operations are funded by the Building Fund, dedicated through legislation to exclusively fund the administration and enforcement of the Building Program (ORS 455.210(3)(c)). The Building Fund is able to support this additional expense at the present time. The Building Department is willing to expedite this process, if authorized, as it fully supports the onboarding of a second code enforcement officer. The entire Community Development Department relies on the effective work performed by the Code Enforcement Officer, and sees the great need to fully support her and offer additional help.

ANALYSIS:

A. **STRATEGIC PLAN** This proposal is consistent with the Building Department's long-term operations plan.

B. **FINANCIAL** The resolution appropriates $32,000 from the Building Fund contingency, leaving a balance of $685,566. The $32,000 should cover the vehicle and licensing.

C. **TIMING** Amending the Building Department's budget would authorize an immediate vehicle purchase, which would translate into the availability of the 2002 Ford Ranger. Once made available, the Ford Ranger needs to be properly equipped per the Police Department's needs, which can be time-consuming. The goal is to have the vehicle ready for use as soon as the new code enforcement officer is available to work. The faster the Building Department is able to acquire its new vehicle, the sooner it can release the Ford Ranger on to the Police Department.

D. **POLICY/LEGAL** The requested budget resolution would amend the adopted budget line by less than 10%. The City Council is the approving authority for this action.

ALTERNATIVES:

Not amend the budget and requested bid, which would delay the full onboarding of the new code enforcement officer.

RECOMMENDATION:

Staff recommends approval of the budget resolution and of the bid award to Steve's Hometown Toyota, in the amount of $31,541.33.

ATTACHMENTS:

1. Bid-Quote-Track Form with bids
2. Resolution #2025-125 Building Dept Vehicle

City of Ontario

444 SW 4th Street
Ontario, OR 97914

Bid or Quote Tracking Form

Item: 2025 Toyota RAV4 LE AWD — Item On State Bid List? N/A [X] [ ]

City Representative: Chief Jason Cooper — Budgeted Amount:

Date: 10/03/25 — Line Item: 027-010-711200

Vendor #1 Name: Hometown Toyota-Ontario, OR

Contact Person:	Carlos Pantoja	Phone #	541-889-3151		
First Attempt:	Contact Date: 10/3/25	Contact Time: 1337hrs	Response? Yes [X]	No [ ]	
Second Attempt:	Contact Date:	Contact Time:	Response? Yes [ ]	No [ ]	
Bid Attached?	Yes [X] No [ ]	Verbal Quote? [ ]	Written Quote? [X]	Amount:	$31,541.33

Notes: In stock

***Out the door cost/No Blind Sport monitoring system (Value$ 590.00)/Has Dual USB Power Port (Value $129.00) & Mudguards (Value 155.00)

Vendor #2 Name: Edmark Toyota-Nampa, ID

Contact Person:	Carlos Diaz	Phone #	208-249-8040		
First Attempt:	Contact Date: 10/3/25	Contact Time: ~1430hrs	Response? Yes [X]	No [ ]	
Second Attempt:	Contact Date:	Contact Time:	Response? Yes [ ]	No [ ]	
Bid Attached?	Yes [X] No [ ]	Verbal Quote? [ ]	Written Quote? [X]	Amount:	$31,632.00

Notes: In Stock

***Out the door cost/Blind Spot monitoring system included in package/Has Dual USB Power Port (Value $129.00) & Mudguards (Value 155.00)

Vendor #3 Name: Peterson Toyota-Boise, ID

Contact Person:	Alisha Yeates	Phone #	208-680-1616		
First Attempt:	Contact Date: 10/3/25	Contact Time: ~1500hrs	Response? Yes [X]	No [ ]	
Second Attempt:	Contact Date:	Contact Time:	Response? Yes [ ]	No [ ]	
Bid Attached?	Yes [X] No [ ]	Verbal Quote? [ ]	Written Quote? [X]	Amount:	$32,527.00

Notes: Mid November

***Out the door cost/Blind Spot monitoring system included in package/ No Dual USB Power Port (Value $129.00) & Mudguards (Value 155.00)

VENDOR #1

- No BLIND SPOT MONITORING

TOYOTA

Hometown Toyota
313 SE 13th Street
Ontario OR 97914
541-889-3151

2025 **RAV4**

RAV4 LE

Model: 2025 RAV4 LE 2.5L 4-Cyl. Engine All-Wheel Drive 4432G

VIN: 2T3F1RFV1SC556736

Stock: 23193

Engine: 2.5L 4-Cyl. Engine

Transmission: Direct Shift 8-Speed Electronically Controlled automatic Transmission with intelligence (ECT-i) and sequential shift mode

EXTERIOR Magnetic Gray Metallic

INTERIOR Black Fabric

PRICE

Base MSRP *	$30,950.00
Port Installed Packages & Accessories	$698.00
Delivery Processing and Handling	$1,450.00
Total Suggested Retail Price	**$33,098.00**

FUEL ECONOMY

30 MPG	27 MPG	34 MPG
Combined City/Hwy	City	Highway

INSTALLED PACKAGES & ACCESSORIES

50 State Emissions	FIO	$0.00
Mudguards Help protect your paint finish from road debris and the damage it causes. . Designed to integrate with RAV4 exterior styling . Set includes four mudguards.	PIO	$155.00
Dual USB Power Port: Rear Only Power ports provide additional capability to your vehicle giving you access and power to charge your multimedia USB devices. Includes: . Two rear USB ports . Innovative smart USB connector, either way is up . Two fast charging 2.4A power ports . Blue LED power status light shines through flip cap.	PIO	$129.00
Preferred Accessory Package w/ All-Weather Floor Liners Comprehensive package of preferred protection accessories. Includes:. • First Aid Kit • All-Weather Floor Liner, Cargo Liner • Cargo Net-Spider	PIO	$414.00
Total Optional Equipment		$698.00
Vehicle Base Model		$30,950.00
Delivery Processing and Handling		$1,450.00

FEATURES

Mechanical & Performance

- Capability: Hill Start Assist Control (HAC)
- Body Construction: Reinforced unitized steel body
- Drive Modes: Multi-Terrain Select (MTS) dial with MUD & SAND, ROCK & DIRT, SNOW, and NORMAL drive modes
- Drivetrain: All-Wheel Drive (AWD)
- Steering: Electric Power Steering (EPS); power-assisted rack-and-pinion
- Tow Prep Equipment: Automatic transmission fluid cooler
- Engine: Stop and Start Engine System (S&S)
- Engine: Emission rating: Ultra Low Emission Vehicle (ULEV)
- Brakes: Active Cornering Assist (ACA)
- Engine: 2.5L 4-Cyl. Engine
- Weight Rating: 4610 lbs
- Suspension: Independent MacPherson strut front suspension with stabilizer bar; multi-link rear suspension with stabilizer bar
- Drive Modes: SPORT, Eco, and NORMAL drive modes
- Drivetrain: All-Wheel Drive Integrated Management (AIM) with Multi-Information Display (MID) monitor
- Transmission: Direct Shift-8-speed Electronically Controlled automatic Transmission with intelligence (ECT-i) and sequential shift mode
- Tow Prep Equipment: Heavy-duty battery with upgraded starting motor and 130-amp alternator
- Engine: Compression ratio: 13.0:1
- Engine: 2.5-Liter Dynamic Force 4-Cylinder DOHC D-4S Injection with Dual Variable Valve Timing with intelligence (VVT-i), with SPORT, Eco, NORMAL Modes, 203 hp @ 6,600 rpm; 184 lb.-ft. @ 5,000 rpm
- Engine: Induction system: (D-4S) Dual-Injection (Direct-Injection and Port-injection) EFI with Electronic Throttle Control System with intelligence (ETCS-i)
- Brakes: Power-assisted ventilated 12.0-in. front disc brakes; ventilated 11.1-in. rear disc brakes
- Direct Shift 8-Speed Electronically Controlled automatic Transmission with intelligence (ECT-i) and sequential shift mode

Steering

- Electric Power Steering (EPS); power-assisted rack-and-pinion S

Exterior

- 17-in. steel wheels with silver 6-spoke wheel covers
- Color-keyed upper front bumper, and black lower front bumper, overfenders and rear bumper
- Aerodynamic underbody panels with vortex generators, front and rear wheel spats, and integrated rear spoiler
- Intermittent windshield wipers and intermittent rear window wiper
- Black power outside mirrors with folding feature
- Color-keyed outside door handles
- Color-keyed roof-mounted shark-fin antenna
- LED Daytime Running Lights (DRL)
- Privacy glass on all rear side, quarter and liftgate windows
- Dual chrome-tipped exhaust
- Black hexagon-patterned bar front grille
- LED projector low- and high-beam headlights with chrome accent, Automatic High Beams (AHB)
- LED taillights

Interior

- Rear liftgate window defogger
- LED front-seat reading lights, dome light and cargo area light
- Center console with covered storage compartment, two cup holders, drive mode, Multi-Terrain Select (MTS), Electric Parking Brake (EPB) and automatic Brake Hold controls, and front storage tray
- 2 front and 2 rear cup holders; 2 front and 2 rear bottle holders
- Sun visors with illuminated vanity mirrors
- Day/night rearview mirror
- Three USB ports— USB media port in front storage tray and two additional charge ports in front center console
- Power windows with auto up/down and jam protection in all positions
- Black in-dash storage trays
- Soft-touch dash and armrests, with stitched dash accents
- Climate control system with dust and pollen filter and rear-seat vents
- Shift lever with sequential mode
- Urethane tilt/telescopic 3-spoke steering wheel with controls for audio, Multi-Information Display (MID), Bluetooth® hands-free
- Fabric-trimmed seats; 6-way adjustable front driver's seat; 4-way adjustable front passenger seat with seatback pocket
- Height-adjustable rear cargo area deck board
- Passenger-side lockable glove compartment
- Front-door storage pockets with bottle holders
- Black carpet flooring with driver-side footrest
- Electric Parking Brake (EPB) with Brake Hold
- One 12V/120W auxiliary power outlet in front instrument panel storage tray and one 12V/120W auxiliary power outlet in second row
- 60/40 split reclining fold-flat rear seat with center armrest and cup holders
- Ash Gray fabric-trimmed headliner
- Remote keyless entry system with lock, unlock, panic functions and remote illuminated entry
- Digital speedometer and instrumentation with analog tachometer, coolant temperature, and fuel gauges; 7-in. digital Multi-Information Display (MID) with customizable settings, odometer, tripmeters, clock, outside temperature, rear passenger seatbelt indicators, fuel economy information, trip timer, shift-position and

phone, voice-command, Dynamic Radar Cruise Control (DRCC), Lane Departure Alert (LDA) and Lane Trace Assist (LTA)
- Black interior door handles

scheduled maintenance indicators, and warning messages
- Power door locks with shift-linked automatic lock/unlock feature
- Turn signal stalk with headlight controls and one-touch 3-blink lane change turn signals
- Overhead console with maplights, sunglasses storage and Safety Connect® button

Audio Multimedia

- 8-in. Toyota Audio Multimedia, six speakers, with wireless Apple CarPlay® & Android Auto™ compatible, SiriusXM® with 3-month trial. See toyota.com/audio-multimedia for details. S

ToyotaCare

- No cost maintenance plan $0 (No Cost)
- 24-hour Roadside Assistance $0 (No Cost)

Safety & Convenience

- Trailer-Sway Control (TSC)
- Hill Start Assist Control (HAC)
- Adjustable front shoulder anchors
- LATCH (Lower Anchors and Tethers for Children) includes lower anchors on outboard rear seats and tether anchors on all rear seats
- Front and rear side-impact door beams
- Toyota Safety Sense™ 2.5 — Pre-Collision System w/Pedestrian Detection , Full-Speed Range Dynamic Radar Cruise Control , Lane Departure Alert w/Steering Assist , Lane Tracing Assist , Automatic High Beams , Road Sign Assist
- Tire Pressure Monitor System (TPMS) with direct pressure readout and individual tire location alert
- Anti-theft system with engine immobilizer
- 3-point seatbelts for all seating positions; driver-side Emergency Locking Retractor (ELR) and Automatic/Emergency Locking Retractor (ALR/ELR) on all passenger seatbelts
- Front and outboard second-row seatbelts with seatbelt pretensioners with force limiters
- Star Safety System™ — includes Vehicle Stability Control (VSC), Traction Control (TRAC), Anti-lock Brake System (ABS), Electronic Brake-force Distribution (EBD), Brake Assist (BA) and Smart Stop Technology® (SST)
- Child-protector rear door locks and power window lockout control
- Eight airbags — includes driver and front passenger Advanced Airbag System, driver and front passenger seat-mounted side airbags, driver's knee airbag, front passenger seat cushion airbag, and front and rear side curtain airbags
- Backup camera with dynamic gridlines

Connected Services

- Drive Connect — includes Cloud Navigation with Google Points of Interest (POI) data, Intelligent Assistant with Hey, Toyota, and Destination Assist. Subscription required after trial. 4G network dependent. Capable, subscription required
- Service Connect — receive personalized maintenance updates and vehicle health reports. Subscription required after trial. 4G network dependent. Up to 10-year trial subscription
- Safety Connect® — includes Emergency Assistance Button, Enhanced Roadside Assistance, Automatic Collision Notification, and Stolen Vehicle Locator. Subscription required. 4G network dependent. Up to 10-year trial subscription
- Wi-Fi Connect — includes AT&T Wi-Fi hotspot and Integrated Streaming (Apple Music® and Amazon Music) compatibility. 1-month trial subscription for music services. Subscription required after trial. 4G network dependent. Up to 30-day/3 GB trial subscription
- Remote Connect — remotely interact with your vehicle through the Toyota app via your smartwatch. Depending on grade, allows you to lock/unlock doors, start and stop the vehicle, locate your last parked location, check vehicle status and monitor guest drivers. Subscription required after trial. 4G network dependent. Subscription required, select features only

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* Base MSRP excludes manufacturer, distributor and dealer options, taxes, title and license and dealer fees and charges. Also excludes the Delivery, Processing and Handling of $1,195 for Cars (Corolla, Corolla HV, Corolla HB, GR Corolla, Camry, Prius, Prius Plug-in Hybrid, Toyota Crown, Mirai, GR86, GR Supra), $1,450 for Entry SUV (Corolla Cross, Corolla Cross HV), $1,450 for Small SUV (RAV4, RAV4 HV, RAV4 Plug-in Hybrid, bZ), $1,495 for Mid SUV/Van (4Runner, 4Runner HV, Highlander, Highlander HV, Grand Highlander, Grand Highlander HV, Sienna, Land Cruiser, Toyota Crown Signia), $1,595 for Small Pickup (Tacoma, Tacoma HV), $2,095 for Large Pickup/Large SUV (Tundra, Tundra HV, Sequoia). (Historically, vehicle manufacturers and distributors have charged a separate fee for processing, handling and delivering vehicles to dealerships. Toyota's charge for these services is called the "Delivery, Processing and Handling Fee" and is based on the value of the processing, handling and delivery services Toyota provides as well as Toyota's overall pricing structure and may be subject to change at any time. Toyota may make a profit on the Delivery, Processing and Handling Fee.) The Delivery, Processing and Handling Fee in AL, AR, FL, GA, LA, MS, NC, OK, SC and TX will be higher. Dealer price will vary.

ToyotaCare, which covers normal factory scheduled maintenance for 2 years or 25,000 miles, whichever comes first, is included as part of the sales price of the vehicle for qualifying buyers. See participating dealer for eligibility and coverage details.

Date/Time: 10/3/2025 1:37:37 PM

Buyer: City of Ontario
Home Phone: (541) 881-3217
Address: 444 Sw 4th Street
Ontario, OR 97914

Salesperson: Carlos Pantoja

2025 Toyota RAV4 LE 23193

VIN: 2T3F1RFV1SC556736
Odometer: 15
Color: 01g3
Body Type: Sport Utility

MSRP/Retail	$33,098.00
Selling Price	$30,900.00
Rebate	0.00
Government Fee	$106.00
Proc/Doc Fee	$250.00
Safety & Security	0.00
Total Taxes	$285.33
Trade Allowance	0.00
Trade Payoff	0.00
Cash Down	0.00
Amount Financed	$31,541.33 → OUT THE DOOR

OAC on Approved Credit.
Safety and Security are Preinstalled on Every Vehicle.

X ______________________ Customer Signature

______________ Date

X ______________________ Manager Signature

______________ Date

VENDOR #2

TOYOTA

Edmark Toyota
15933 Idaho Center Blvd
Nampa ID 83687
208-468-8000

2025 RAV4

RAV4 LE

Model: 2025 RAV4 LE 2.5L 4-Cyl. Engine All-Wheel Drive 4432G

VIN: 2T3G1RFVXSC560823

Stock: 5760000

Engine: 2.5L 4-Cyl. Engine

Transmission: Direct Shift 8-Speed Electronically Controlled automatic Transmission with intelligence (ECT-i) and sequential shift mode

EXTERIOR
Magnetic Gray Metallic

INTERIOR
Black Fabric

PRICE

Base MSRP *	$30,950.00
Factory Installed Packages & Accessories	$680.00
Port Installed Packages & Accessories	$613.00
Delivery Processing and Handling	$1,450.00
Total Suggested Retail Price	**$33,693.00**

FUEL ECONOMY

30 MPG Combined City/Hwy
27 MPG City
34 MPG Highway

INSTALLED PACKAGES & ACCESSORIES

Blind Spot Monitor (BSM) with Rear Cross-Traffic Alert (RCTA) Blind Spot Monitor (BSM) with Rear Cross-Traffic Alert (RCTA) — includes color-keyed heated power outside mirrors with turn signal and blind spot warning indicators.	FIO	$590.00
50 State Emissions	FIO	$0.00
Rear cargo area cover	FIO	$90.00
Mudguards Help protect your paint finish from road debris and the damage it causes. . Designed to integrate with RAV4 exterior styling . Set includes four mudguards.	PIO	$155.00
Dual USB Power Port: Rear Only Power ports provide additional capability to your vehicle giving you access and power to charge your multimedia USB devices. Includes: . Two rear USB ports . Innovative smart USB connector, either way is up . Two fast charging 2.4A power ports . Blue LED power status light shines through flip cap.	PIO	$129.00
All-Weather Liner Package Precision-fit and crafted from durable weather-resistant material, all weather liners and cargo liner help protect the interior. Includes:. • All-Weather Floor Liners • Cargo Liner	PIO	$329.00

Total Optional Equipment	$1,293.00
Vehicle Base Model	$30,950.00
Delivery Processing and Handling	$1,450.00

FEATURES

Mechanical & Performance

- 2.5L 4-Cylinder Engine w/ Start-Stop
- 8-Speed Automatic Transmission
- Drive Modes: Multi-Terrain Select (MTS) dial with MUD & SAND, ROCK & DIRT, SNOW, and NORMAL drive modes
- Drivetrain: All-Wheel Drive (AWD)
- Steering: Electric Power Steering (EPS); power-assisted rack-and-pinion
- Tow Prep Equipment: Automatic transmission fluid cooler
- Engine: Stop and Start Engine System (S&S)
- Engine: Emission rating: Ultra Low Emission Vehicle (ULEV)
- Brakes: Active Cornering Assist (ACA)
- Engine: 2.5L 4-Cyl. Engine
- Weight Rating: 4610 lbs
- 203 hp @ 6600 rpm / 184 lb-ft @ 5000 rpm
- All-Wheel Drive w/ Multi-Terrain Select
- Drivetrain: All-Wheel Drive Integrated Management (AIM) with Multi-Information Display (MID) monitor
- Transmission: Direct Shift-8-speed Electronically Controlled automatic Transmission with intelligence (ECT-i) and sequential shift mode
- Tow Prep Equipment: Heavy-duty battery with upgraded starting motor and 130-amp alternator
- Engine: Compression ratio: 13.0:1
- Engine: 2.5-Liter Dynamic Force 4-Cylinder DOHC D-4S Injection with Dual Variable Valve Timing with intelligence (VVT-i), with SPORT, Eco, NORMAL Modes, 203 hp @ 6,600 rpm; 184 lb.-ft. @ 5,000 rpm
- Engine: Induction system: (D-4S) Dual-Injection (Direct-Injection and Port-injection) EFI with Electronic Throttle Control System with intelligence (ETCS-i)
- Brakes: Power-assisted ventilated 12.0-in. front disc brakes; ventilated 11.1-in. rear disc brakes
- Direct Shift 8-Speed Electronically Controlled automatic Transmission with intelligence (ECT-i) and sequential shift mode

Steering

- Electric Power Steering (EPS); power-assisted rack-and-pinion S

Exterior

- LED Projector Headlights
- 17-in. Steel Wheels w/ Covers
- Aerodynamic underbody panels with vortex generators, front and rear wheel spats, and integrated rear spoiler
- Intermittent windshield wipers and intermittent rear window wiper
- Black power outside mirrors with folding feature
- Color-keyed outside door handles
- Color-keyed roof-mounted shark-fin antenna
- LED Daytime Running Lights
- Privacy glass on all rear side, quarter and liftgate windows
- Dual chrome-tipped exhaust
- Black hexagon-patterned bar front grille
- LED projector low- and high-beam headlights with chrome accent, Automatic High Beams (AHB)
- LED taillights

Interior

- 8-in. Toyota Audio Multimedia w/ 6-Speakers, Wireless Apple CarPlay & Android Auto Compatibility
- 3 USB Ports
- Remote Keyless Entry
- For Full Product Details, Please Visit Toyota.com/RAV4
- Sun visors with illuminated vanity mirrors
- Day/night rearview mirror
- Three USB ports— USB media port in front storage tray and two additional charge ports in front center console
- Power windows with auto up/down and jam protection in all positions
- Black in-dash storage trays
- Soft-touch dash and armrests, with stitched dash accents
- Climate control system with dust and pollen filter and rear-seat vents
- SiriusXM w/ 3-Month Trial
- Fabric-Trimmed Seats
- Rear Air Vents
- Front-door storage pockets with bottle holders
- Black carpet flooring with driver-side footrest
- Electric Parking Brake (EPB) with Brake Hold
- One 12V/120W auxiliary power outlet in front instrument panel storage tray and one 12V/120W auxiliary power outlet in second row
- 60/40 split reclining fold-flat rear seat with center armrest and cup holders
- Ash Gray fabric-trimmed headliner
- Remote keyless entry system with lock, unlock, panic functions and remote illuminated entry
- Digital speedometer and instrumentation with analog tachometer,

- Shift lever with sequential mode
- Urethane tilt/telescopic 3-spoke steering wheel with controls for audio, Multi-Information Display (MID), Bluetooth® hands-free phone, voice-command, Dynamic Radar Cruise Control (DRCC), Lane Departure Alert (LDA) and Lane Trace Assist (LTA)
- Black interior door handles

coolant temperature, and fuel gauges; 7-in. digital Multi-Information Display (MID) with customizable settings, odometer, tripmeters, clock, outside temperature, rear passenger seatbelt indicators, fuel economy information, trip timer, shift-position and scheduled maintenance indicators, and warning messages

- Power door locks with shift-linked automatic lock/unlock feature
- Turn signal stalk with headlight controls and one-touch 3-blink lane change turn signals
- Overhead console with maplights, sunglasses storage and Safety Connect® button

Audio Multimedia

- 8-in. Toyota Audio Multimedia, six speakers, with wireless Apple CarPlay® & Android Auto™ compatible, SiriusXM® with 3-month trial. See toyota.com/audio-multimedia for details. S

ToyotaCare

- No cost maintenance plan $0 (No Cost)
- 24-hour Roadside Assistance $0 (No Cost)

Safety & Convenience

- Toyota Safety Sense 2.5 w/ Pre-Collision
- Connected Services Capable. 4G Network Dependent. See Toyota.com For Details.
- Backup Camera w/ Dynamic Gridlines
- LATCH (Lower Anchors and Tethers for Children) includes lower anchors on outboard rear seats and tether anchors on all rear seats
- Front and rear side-impact door beams
- Toyota Safety Sense™ 2.5 — Pre-Collision System w/Pedestrian Detection , Full-Speed Range Dynamic Radar Cruise Control , Lane Departure Alert w/Steering Assist , Lane Tracing Assist , Automatic High Beams , Road Sign Assist
- Tire Pressure Monitor System (TPMS) with direct pressure readout and individual tire location alert
- 8 Airbags; Star Safety System
- LATCH-Lower Anchor & Tether For CHildren
- Front and outboard second-row seatbelts with seatbelt pretensioners with force limiters
- Star Safety System™ — includes Vehicle Stability Control (VSC), Traction Control (TRAC), Anti-lock Brake System (ABS), Electronic Brake-force Distribution (EBD), Brake Assist (BA) and Smart Stop Technology® (SST)
- Child-protector rear door locks and power window lockout control
- Eight airbags — includes driver and front passenger Advanced Airbag System, driver and front passenger seat-mounted side airbags, driver's knee airbag, front passenger seat cushion airbag, and front and rear side curtain airbags
- Backup camera with dynamic gridlines

Connected Services

- Drive Connect — includes Cloud Navigation with Google Points of Interest (POI) data, Intelligent Assistant with Hey, Toyota, and Destination Assist. Subscription required after trial. 4G network dependent. Capable, subscription required
- Service Connect — receive personalized maintenance updates and vehicle health reports. Subscription required after trial. 4G network dependent. Up to 10-year trial subscription
- Safety Connect® — includes Emergency Assistance Button, Enhanced Roadside Assistance, Automatic Collision Notification, and Stolen Vehicle Locator. Subscription required. 4G network dependent. Up to 10-year trial subscription
- Wi-Fi Connect — includes AT&T Wi-Fi hotspot and Integrated Streaming (Apple Music® and Amazon Music) compatibility. 1-month trial subscription for music services. Subscription required after trial. 4G network dependent. Up to 30-day/3 GB trial subscription
- Remote Connect — remotely interact with your vehicle through the Toyota app via your smartwatch. Depending on grade, allows you to lock/unlock doors, start and stop the vehicle, locate your last parked location, check vehicle status and monitor guest drivers. Subscription required after trial. 4G network dependent. Subscription required, select features only

2025 TOYOTA RAV4 LE - 2T3G1RFVXSC560823

* Base MSRP excludes manufacturer, distributor and dealer options, taxes, title and license and dealer fees and charges. Also excludes the Delivery, Processing and Handling of $1,195 for Cars (Corolla, Corolla HV, Corolla HB, GR Corolla, Camry, Prius, Prius Plug-in Hybrid, Toyota Crown, Mirai, GR86, GR Supra). $1,450 for Entry SUV (Corolla Cross, Corolla Cross HV). $1,450 for Small SUV (RAV4, RAV4 HV, RAV4 Plug-in Hybrid, bZ). $1,495 for Mid SUV/Van (4Runner, 4Runner HV, Highlander, Highlander HV, Grand Highlander, Grand Highlander HV, Sienna, Land Cruiser, Toyota Crown Signia). $1,595 for Small Pickup (Tacoma, Tacoma HV). $2,095 for Large Pickup/Large SUV (Tundra, Tundra HV, Sequoia). (Historically, vehicle manufacturers and distributors have charged a separate fee for processing, handling and delivering vehicles to dealerships. Toyota's charge for these services is called the "Delivery, Processing and Handling Fee" and is based on the value of the processing, handling and delivery services Toyota provides as well as Toyota's overall pricing structure and may be subject to change at any time. Toyota may make a profit on the Delivery, Processing and Handling Fee.) The Delivery, Processing and Handling Fee in AL, AR, FL, GA, LA, MS, NC, OK, SC and TX will be higher. Dealer price will vary.

ToyotaCare, which covers normal factory scheduled maintenance for 2 years or 25,000 miles, whichever comes first, is included as part of the sales price of the vehicle for qualifying buyers. See participating dealer for eligibility and coverage details.

Disclaimer: This document is not meant to replace or substitute the actual window sticker on the vehicle. Toyota Motor Sales, U.S.A., Inc. is not responsible and disclaims any liability for inaccuracies. Please contact your dealer with any questions or if you require additional information.

EDMARK TOYOTA

10/3/25 3:27pm
Sales Representative
Manny Armendariz

Guest Information

CITY OF ONTARIO	Home Phone:	Miles Driven:
	Work Phone:	Months Driven:
	Cell Phone:	Annual Routine:
	Email:	Annual Miles: 12000

Vehicle Of Interest

2025 NEW TOYOTA RAV4 4D WAGON LE AWD (4432)
VIN: 2T3G1RFVXSC560823 Stock No: 5760000 Color: Magnetic Gray Metall Miles: 0

Vehicle, Added Options

MSRP:	**$33693.00**
Aftermarket Accessor:	**$0.00**
MSRP(New) Market Value :	**$33693.00**

Cash Purchase Option (including installed accessories)

Total Retail Value:	**$33693.00**
Discount:	**$-2680.00**
Selling Price:	**$31013.00**
Sales Tax:	**$0.00**
Dealer Doc. Fees:	**$499.00**
Other Fees & Taxes:	**$120.00**
Subtotal:	**$31632.00**
Total Cash Due:	**$31632.00**

I WILL RECEIVE A DISCOUNT OF $____________ TO FINANCE WITH TFS AT A STANDARD INTEREST RATE AND KEEP THE LOAN IN PLACE FOR A MINIMUM OF 6 MONTHS. YES________ NO __________ X__________________________

YOU ARE SATISFIED WITH THE ABOVE FIGURES AND AGREE TO COMPLETE A TRANSACTION BASED ON THE ABOVE.

By signing this authorization form, you certify the completeness and accuracy of the above information and authorize the release of your credit and employment history for the purpose of evaluating the extension of credit to you in connection with a vehicle sale or lease.

UNDER THE FAIR CREDIT REPORTING ACT, I GRANT PERMISSION TO CHECK MY CREDIT SOURCES, EMPLOYMENT HISTORY AND REFERENCES.

Guest Approval **Management Approval**

VENDOR # 3

-NO DUAL USB PORT
-NO MUD GUARDS

TOYOTA

Peterson Toyota
9101 West Fairview Avenue
Boise ID 83704
208-378-9000

2025 **RAV4**

RAV4 LE

Model: 2025 RAV4 LE 2.5L 4-Cyl. Engine All-Wheel Drive 4432K
VIN: 2T3G1RFV1SC48J685
Stock: N/A
Engine: 2.5L 4-Cyl. Engine
Transmission: Direct Shift 8-Speed Electronically Controlled automatic Transmission with intelligence (ECT-i) and sequential shift mode

EXTERIOR
Magnetic Gray Metallic

INTERIOR
Black Fabric

PRICE

Base MSRP *	$31,200.00
Factory Installed Packages & Accessories	$680.00
Port Installed Packages & Accessories	$329.00
Delivery Processing and Handling	$1,450.00
Total Suggested Retail Price	**$33,659.00**

FUEL ECONOMY

30 MPG Combined City/Hwy | 27 MPG City | 34 MPG Highway

INSTALLED PACKAGES & ACCESSORIES

Blind Spot Monitor (BSM) with Rear Cross-Traffic Alert (RCTA) Blind Spot Monitor (BSM) with Rear Cross-Traffic Alert (RCTA) — includes color-keyed heated power outside mirrors with turn signal and blind spot warning indicators.	FIO	$590.00
50 State Emissions	FIO	$0.00
Rear cargo area cover	FIO	$90.00
All-Weather Liner Package Precision-fit and crafted from durable weather-resistant material, all weather liners and cargo liner help protect the interior. Includes:. • All-Weather Floor Liners • Cargo Liner	PIO	$329.00
Total Optional Equipment		$1,009.00
Vehicle Base Model		$31,200.00
Delivery Processing and Handling		$1,450.00

FEATURES

Mechanical & Performance

- Capability: Hill Start Assist Control (HAC)
- Body Construction: Reinforced unitized steel body
- Drive Modes: Multi-Terrain Select (MTS) dial with MUD & SAND,
- Suspension: Independent MacPherson strut front suspension with stabilizer bar; multi-link rear suspension with stabilizer bar
- Drive Modes: SPORT, Eco, and NORMAL drive modes

ROCK & DIRT, SNOW, and NORMAL drive modes
- Drivetrain: All-Wheel Drive (AWD)
- Steering: Electric Power Steering (EPS); power-assisted rack-and-pinion
- Tow Prep Equipment: Automatic transmission fluid cooler
- Engine: Stop and Start Engine System (S&S)
- Engine: Emission rating: Ultra Low Emission Vehicle (ULEV)
- Brakes: Active Cornering Assist (ACA)
- Engine: 2.5L 4-Cyl. Engine
- Weight Rating: 4610 lbs
- Drivetrain: All-Wheel Drive Integrated Management (AIM) with Multi-Information Display (MID) monitor
- Transmission: Direct Shift-8-speed Electronically Controlled automatic Transmission with intelligence (ECT-i) and sequential shift mode
- Tow Prep Equipment: Heavy-duty battery with upgraded starting motor and 130-amp alternator
- Engine: Compression ratio: 13.0:1
- Engine: 2.5-Liter Dynamic Force 4-Cylinder DOHC D-4S Injection with Dual Variable Valve Timing with intelligence (VVT-i), with SPORT, Eco, NORMAL Modes, 203 hp @ 6,600 rpm; 184 lb.-ft. @ 5,000 rpm
- Engine: Induction system: (D-4S) Dual-Injection (Direct-Injection and Port-injection) EFI with Electronic Throttle Control System with intelligence (ETCS-i)
- Brakes: Power-assisted ventilated 12.0-in. front disc brakes; ventilated 11.1-in. rear disc brakes
- Direct Shift 8-Speed Electronically Controlled automatic Transmission with intelligence (ECT-i) and sequential shift mode

Steering

- Electric Power Steering (EPS); power-assisted rack-and-pinion S

Exterior

- 17-in. steel wheels with silver 6-spoke wheel covers
- Color-keyed upper front bumper, and black lower front bumper, overfenders and rear bumper
- Aerodynamic underbody panels with vortex generators, front and rear wheel spats, and integrated rear spoiler
- Intermittent windshield wipers and intermittent rear window wiper
- Black power outside mirrors with folding feature
- Color-keyed outside door handles
- Color-keyed roof-mounted shark-fin antenna
- LED Daytime Running Lights (DRL)
- Privacy glass on all rear side, quarter and liftgate windows
- Dual chrome-tipped exhaust
- Black hexagon-patterned bar front grille
- LED projector low- and high-beam headlights with chrome accent, Automatic High Beams (AHB)
- LED taillights

Interior

- Rear liftgate window defogger
- LED front-seat reading lights, dome light and cargo area light
- Center console with covered storage compartment, two cup holders, drive mode, Multi-Terrain Select (MTS), Electric Parking Brake (EPB) and automatic Brake Hold controls, and front storage tray
- 2 front and 2 rear cup holders; 2 front and 2 rear bottle holders
- Sun visors with illuminated vanity mirrors
- Day/night rearview mirror
- Three USB ports— USB media port in front storage tray and two additional charge ports in front center console
- Power windows with auto up/down and jam protection in all positions
- Black in-dash storage trays
- Soft-touch dash and armrests, with stitched dash accents
- Climate control system with dust and pollen filter and rear-seat vents
- Shift lever with sequential mode
- Urethane tilt/telescopic 3-spoke steering wheel with controls for audio, Multi-Information Display (MID), Bluetooth® hands-free phone, voice-command, Dynamic Radar Cruise Control (DRCC), Lane Departure Alert (LDA) and Lane Trace Assist (LTA)
- Black interior door handles
- Fabric-trimmed seats; 6-way adjustable front driver's seat; 4-way adjustable front passenger seat with seatback pocket
- Height-adjustable rear cargo area deck board
- Passenger-side lockable glove compartment
- Front-door storage pockets with bottle holders
- Black carpet flooring with driver-side footrest
- Electric Parking Brake (EPB) with Brake Hold
- One 12V/120W auxiliary power outlet in front instrument panel storage tray and one 12V/120W auxiliary power outlet in second row
- 60/40 split reclining fold-flat rear seat with center armrest and cup holders
- Ash Gray fabric-trimmed headliner
- Remote keyless entry system with lock, unlock, panic functions and remote illuminated entry
- Digital speedometer and instrumentation with analog tachometer, coolant temperature, and fuel gauges; 7-in. digital Multi-Information Display (MID) with customizable settings, odometer, tripmeters, clock, outside temperature, rear passenger seatbelt indicators, fuel economy information, trip timer, shift-position and scheduled maintenance indicators, and warning messages
- Power door locks with shift-linked automatic lock/unlock feature
- Turn signal stalk with headlight controls and one-touch 3-blink lane change turn signals
- Overhead console with maplights, sunglasses storage and Safety Connect® button

Audio Multimedia

- 8-in. Toyota Audio Multimedia, six speakers, with wireless Apple CarPlay® & Android Auto™ compatible, SiriusXM® with 3-month trial. See toyota.com/audio-multimedia for details. S

ToyotaCare

- No cost maintenance plan $0 (No Cost)
- 24-hour Roadside Assistance $0 (No Cost)

Safety & Convenience

- Trailer-Sway Control (TSC)
- Hill Start Assist Control (HAC)
- Adjustable front shoulder anchors
- LATCH (Lower Anchors and Tethers for Children) includes lower anchors on outboard rear seats and tether anchors on all rear seats
- Front and rear side-impact door beams
- Toyota Safety Sense™ 2.5 — Pre-Collision System w/Pedestrian Detection , Full-Speed Range Dynamic Radar Cruise Control , Lane Departure Alert w/Steering Assist , Lane Tracing Assist , Automatic High Beams , Road Sign Assist
- Tire Pressure Monitor System (TPMS) with direct pressure readout and individual tire location alert
- Anti-theft system with engine immobilizer
- 3-point seatbelts for all seating positions; driver-side Emergency Locking Retractor (ELR) and Automatic/Emergency Locking Retractor (ALR/ELR) on all passenger seatbelts
- Front and outboard second-row seatbelts with seatbelt pretensioners with force limiters
- Star Safety System™ — includes Vehicle Stability Control (VSC), Traction Control (TRAC), Anti-lock Brake System (ABS), Electronic Brake-force Distribution (EBD), Brake Assist (BA) and Smart Stop Technology® (SST)
- Child-protector rear door locks and power window lockout control
- Eight airbags — includes driver and front passenger Advanced Airbag System, driver and front passenger seat-mounted side airbags, driver's knee airbag, front passenger seat cushion airbag, and front and rear side curtain airbags
- Backup camera with dynamic gridlines

Connected Services

- Drive Connect — includes Cloud Navigation with Google Points of Interest (POI) data, Intelligent Assistant with Hey, Toyota, and Destination Assist. Subscription required after trial. 4G network dependent. Capable, subscription required
- Service Connect — receive personalized maintenance updates and vehicle health reports. Subscription required after trial. 4G network dependent. Up to 10-year trial subscription
- Safety Connect® — includes Emergency Assistance Button, Enhanced Roadside Assistance, Automatic Collision Notification, and Stolen Vehicle Locator. Subscription required. 4G network dependent. Up to 10-year trial subscription
- Wi-Fi Connect — includes AT&T Wi-Fi hotspot and Integrated Streaming (Apple Music® and Amazon Music) compatibility. 1-month trial subscription for music services. Subscription required after trial. 4G network dependent. Up to 30-day/3 GB trial subscription
- Remote Connect — remotely interact with your vehicle through the Toyota app via your smartwatch. Depending on grade, allows you to lock/unlock doors, start and stop the vehicle, locate your last parked location, check vehicle status and monitor guest drivers. Subscription required after trial. 4G network dependent. Subscription required, select features only

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* Base MSRP excludes manufacturer, distributor and dealer options, taxes, title and license and dealer fees and charges. Also excludes the Delivery, Processing and Handling of $1,195 for Cars (Corolla, Corolla HV, Corolla HB, GR Corolla, Camry, Prius, Prius Plug-in Hybrid, Toyota Crown, Mirai, GR86, GR Supra), $1,450 for Entry SUV (Corolla Cross, Corolla Cross HV), $1,450 for Small SUV (RAV4, RAV4 HV, RAV4 Plug-in Hybrid, bZ), $1,495 for Mid SUV/Van (4Runner, 4Runner HV, Highlander, Highlander HV, Grand Highlander, Grand Highlander HV, Sienna, Land Cruiser, Toyota Crown Signia), $1,595 for Small Pickup (Tacoma, Tacoma HV), $2,095 for Large Pickup/Large SUV (Tundra, Tundra HV, Sequoia). (Historically, vehicle manufacturers and distributors have charged a separate fee for processing, handling and delivering vehicles to dealerships. Toyota's charge for these services is called the "Delivery, Processing and Handling Fee" and is based on the value of the processing, handling and delivery services Toyota provides as well as Toyota's overall pricing structure and may be subject to change at any time. Toyota may make a profit on the Delivery, Processing and Handling Fee.) The Delivery, Processing and Handling Fee in AL, AR, FL, GA, LA, MS, NC, OK, SC and TX will be higher. Dealer price will vary.

ToyotaCare, which covers normal factory scheduled maintenance for 2 years or 25,000 miles, whichever comes first, is included as part of the sales price of the vehicle for qualifying buyers. See participating dealer for eligibility and coverage details.

PETERSON TOYOTA

Date: *10/03/2025 3:48 PM*
Salesperson: *Alisha Yeates*
Manager: *Tate Witherspoon*

FOR INTERNAL USE ONLY

BUSINESS NAME *City Of Ontario* Home Phone: *(541) 881-3225*
CONTACT

Address : *444 SW 4th Street*
ONTARIO, OR 97914
MALHEUR
Work Phone:

E-Mail : *jason.cooper@ontariooregon.org* Cell Phone:

VEHICLE

Stock # : *T48J685* New / Used : *New* VIN : *2T3G1RFV1SC48J685* Mileage : *0*

Vehicle : *2025 Toyota RAV4* Color :

Type : *LE (A8) 4dr All*

TRADE IN

Payoff : VIN : Mileage :

Vehicle : Color :

Type :

Selling Price	33,659.00
Discount	1,652.00
Adjusted Price	32,007.00
Total Purchase	32,007.00
Trade Allowance	
Trade Difference	
Doc Fee	499.00
Non Tax Fees	21.00
Trade Payoff	
Cash Deposit	
Balance	32,527.00

Customer Approval: __________ Management Approval: __________

RESOLUTION #2025-125

A RESOLUTION TO APPROPRIATE FUNDING TO PURCHASE A VEHICLE FOR THE BUILDING DEPARTMENT

WHEREAS, The Building Department has been using a 2002 Ford Ranger vehicle that originally was purchased out of the General Fund and planned on purchasing a new vehicle in 26-27; **and**

WHEREAS, The City Council approved hiring an additional code enforcement officer in 25-26 and the department doesn't have a vehicle for the new employee; **and**

WHEREAS, The 2002 Ford Ranger can be utilized for the new code enforcement officer, so the Building Department would like to purchase the vehicle earlier than planned; **and**

WHEREAS, The City desires to modify the 2025-2026 budget in order appropriate funds from the Building Fund contingency to fund the vehicle purchase.

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
		BUILDING FUND		
027-010-871000	Operating Contingency	$717,566	($32,000)	$685,566
027-010-711200	Automotive Equip	$ -	$32,000	$32,000

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 14th day of October, 2025, by the following vote:

AYES:
NAYES:
ABSENT:

APPROVED by the Mayor this 14th day of October, 2025.

____
Deborah K. Folden, Mayor

ATTEST:

____
Tori Barnett, MMC, City Recorder

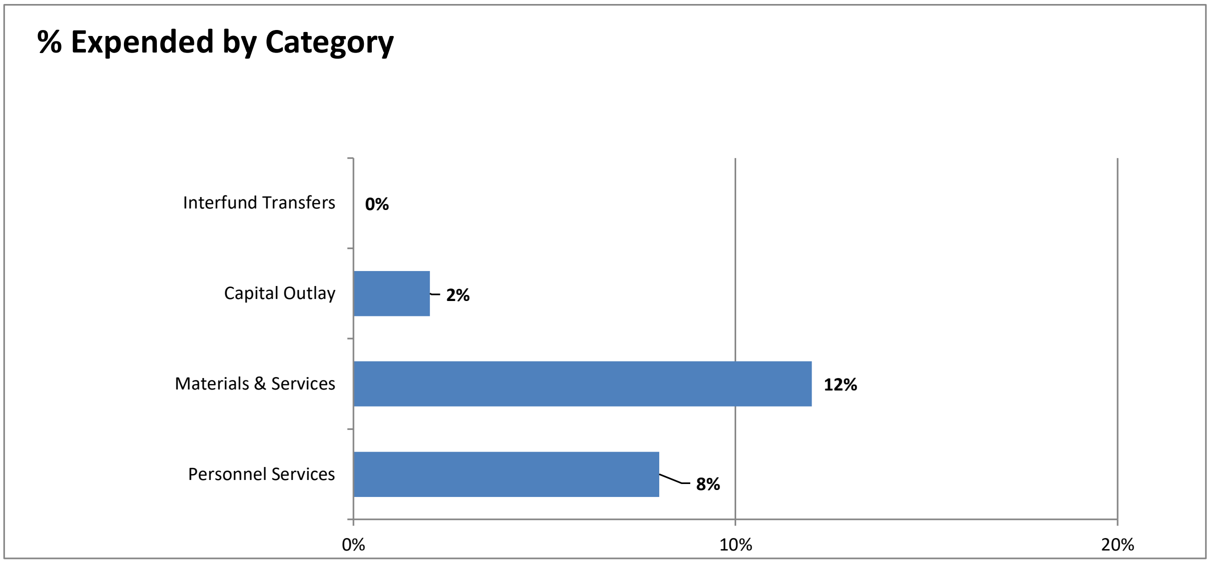
CITY OF ONTARIO
GENERAL FUND - DEPARTMENT REVENUE
FOR THE PERIOD ENDED
JULY 31, 2025

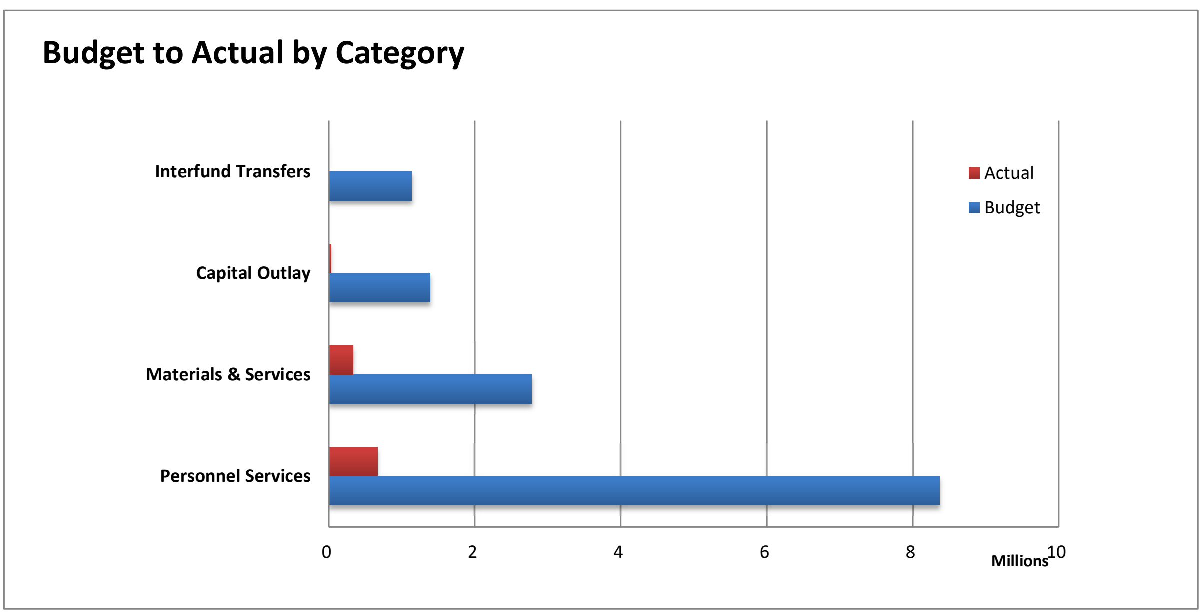
DEPARTMENT	BUDGET	ACTUAL	% REALIZED	COMMENTS
GENERAL FUND BEGINNING FUND BALANCE	*4,695,701*	*-*	*0.0%*	
Parks	111,020	70	0.1%	
Parks & Recreation	111,020	70	0.1%	
Fire	234,492	1,672	0.7%	
Code Enforcement	13,100	395	3.0%	
Police	746,885	40,841	5.5%	
Dispensary Business License	130,200	-	0.0%	
Public Safety Total	1,124,677	42,907	3.8%	
Interest	85,000	23,776	28.0%	
State Revenue Sharing	145,898	-	0.0%	
Administrative Services	497,148	41,429	8.3%	
Other General Revenues	8,000	3,656	45.7%	
Property Taxes	4,733,677	12,767	0.3%	
Alcohol Bvg License & Fee	212,129	55	0.0%	
Cigarette tax	7,005	-	0.0%	
Marijuana tax	2,500,000	-	0.0%	
Franchise Fees	1,877,480	-	0.0%	
Cemetery	30,900	3,640	11.8%	
General Government Total	10,097,237	85,323	0.8%	
Planning & Zoning	4,000	-	0.0%	
Community development	4,000	-	0.0%	
Operating Transfers In	48,090	-	0.0%	
Transfer Total	48,090	-	0.0%	
GENERAL FUND REVENUE TOTALS	$ 11,385,024	$ 128,300	1.1%	
YTD CURRENT YEAR PROFIT(LOSS)		**$ (899,932)**		
YTD BUDGET BENCHMARK			***8.3%***	-7.2%

CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENDITURES
FOR THE PERIOD ENDED
JULY 31, 2025

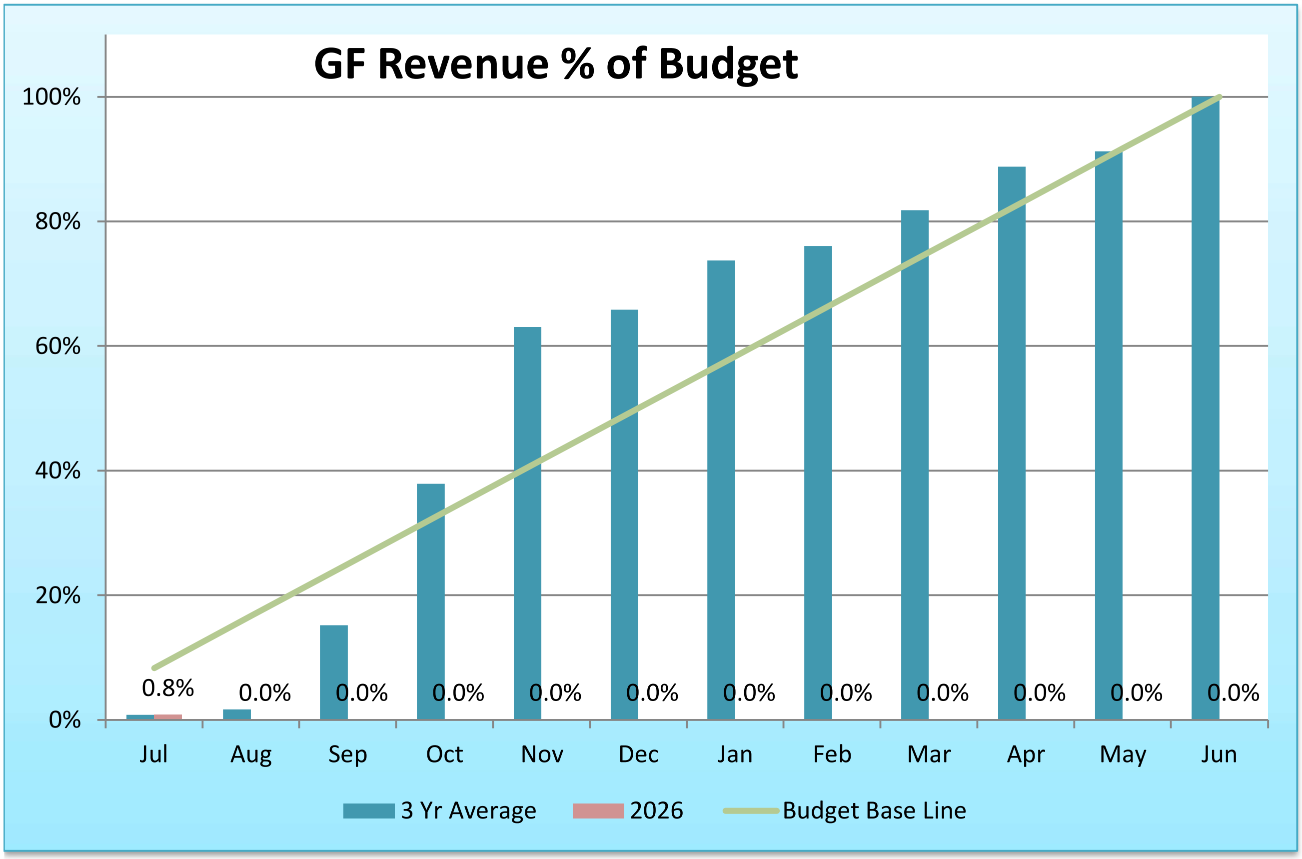
DEPARTMENT	BUDGET	ACTUAL	% EXPENDED	COMMENTS
Parks	476,419	25,189	5.3%	
Parks & Recreation	476,419	25,189	5.3%	
Fire	2,808,489	210,265	7.5%	
Code Enforcement	248,976	9,360	3.8%	
Police	6,004,047	430,750	7.2%	
Public Safety Total	9,061,512	650,374	7.2%	
Administration	638,385	45,445	7.1%	
City Council	31,857	1,057	3.3%	
Business Registration	1,100	3	0.3%	
Cemetery	140,823	22,510	16.0%	Jacobs contract prepaid
Finance	286,138	21,790	7.6%	
Technology	303,774	36,507	12.0%	
		-		
General Government Total	1,402,077	127,312	9.1%	
Community development	174,421	14,328	8.2%	
Community Development	174,421	14,328	8.2%	
Administrative Overhead	1,009,600	191,028	18.9%	Liability insurance payment annual
Non-Departmental Contributions	454,500	20,000	4.4%	
Other Total	1,464,100	211,028	14.4%	
Operating Transfers Out	1,090,544	-	0.0%	
GENERAL FUND TOTALS	$ 13,669,073	$ 1,028,232	7.5%	
YTD BUDGET BENCHMARK			*8.3%*	0.8%

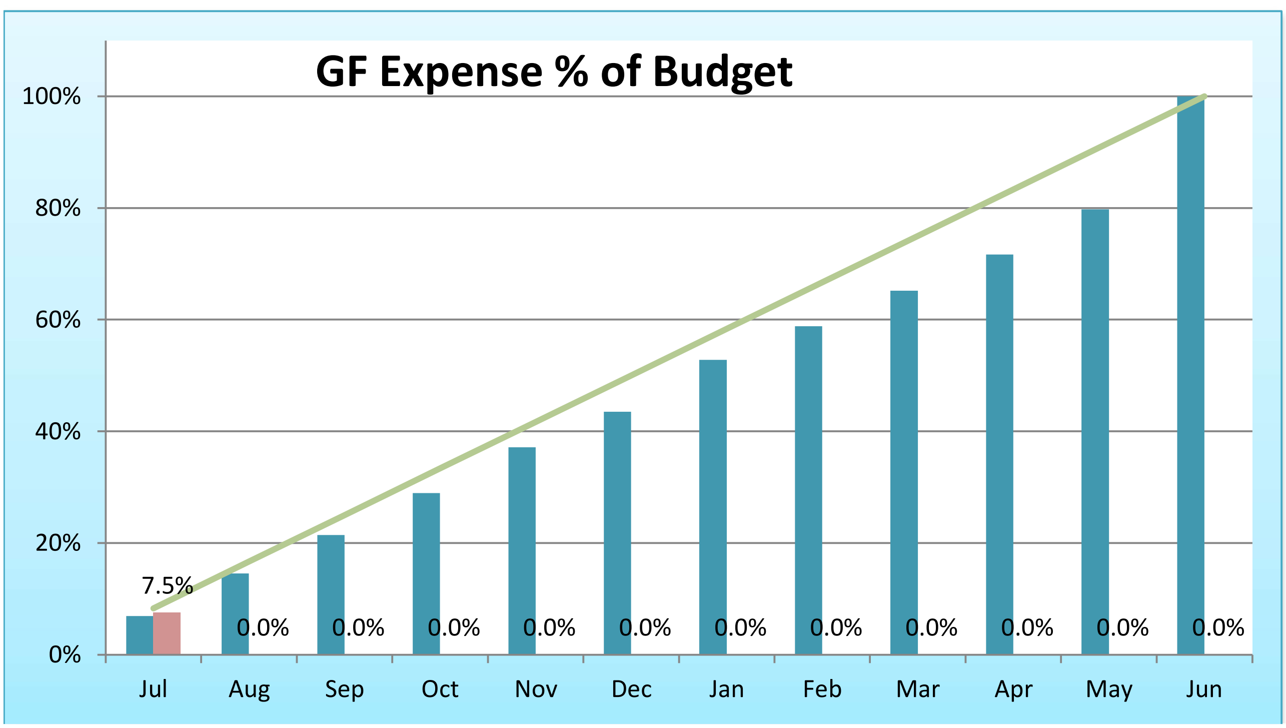
CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENDITURES
FOR THE PERIOD ENDED
JULY 31, 2025





CITY OF ONTARIO
GENERAL FUND
FOR THE PERIOD ENDED
JULY 31, 2025





CITY OF ONTARIO
OTHER FUNDS - EXPENDITURES
FOR THE PERIOD ENDED
JULY 31, 2025

	REVENUES				EXPENDITURES		
DEPARTMENT/FUND	BUDGET	ACTUAL	% REALIZED		BUDGET	ACTUAL	% EXPENDED
002 Marijuana Enforcement Fund	31,549	-	0.0%		31,549	-	0.0%
010 Grant Fund	1,200,977	-	0.0%		1,200,977	761	0.1%
027 Building Fund	957,103	13,726	1.4%		239,537	21,896	9.1%
030 Capital Projects Fund	5,611,690	38,980	0.7%		5,492,713	-	0.0%
031 SDC Fund	1,020,771	-	0.0%		1,020,771	-	0.0%
045 Street Fund	5,452,772	66,776	1.2%		5,452,772	368,940	6.8%
050 Trust Funds	1,452,158	3,960	0.3%		1,452,158	-	0.0%
055 Reserve Funds	4,401,625	28,104	0.6%		3,721,138	14,968	0.4%
060 Revolving Loan Fund	313,857	-	0.0%		313,857	10,000	3.2%
105 Water Fund	6,249,691	380,439	6.1%		4,954,039	526,216	10.6%
110 Sewer Fund	5,729,717	348,027	6.1%		4,613,711	485,858	10.5%
115 Storm Sewer Fund	492,466	10,924	2.2%		173,999	21,701	12.5%
120 Airport Fund	273,791	38,420	14.0%		273,791	30,294	11.1%
125 Aquatic Fund	1,029	-	0.0%		1,029	-	0.0%

Comments:

YTD BUDGET BENCHMARK	***8.3%***

Ontario Municipal Airport
444 SW 4th Street | Ontario, OR 97914
P: (541) 709-7651 | F: (541) 889-7121
andy.wood@ontariooregon.org

ONTARIO
OREGON

"The Gateway to Adventure"

Airport Committee Meeting Minutes

September 2, 2025

Due to Chairman and Vice Chairman's absences, Pete Morgan nominated Charlotte Hatch to act as Chair. Jim Beaumont second. The committee meeting was called to order by acting Chairman Charlotte Hatch at 6:02 pm.

1) **Roll Call**: Bill Hager-present, John Freeburg-present, Pete Morgan-present, Charlotte Hatch-present, Michael Franks-absent, Rick Todd-absent, Chairman Shawn Coleman-excused, Alternate Jim Beaumont- present.

Ex Officio members: Ken Hart (City Council)-present, Dan Cummings (City Manager)-present.

Airport Manager: Andy Wood-present

FBO: Silverhawk: Absent

2) **PLEDGE OF ALLEGIANCE:** Led by Chairman.

3) **MOTION TO ADOPT THE AGENDA**: *John Freeburg moved to adopt the agenda as presented. Jim Beaumont second.* Roll call vote: Bill-yes, John-yes, Pete-yes, Charlotte-yes, Mike-out, Rick-out, Shawn-out, and Jim-yes. *Motion carried 5/0/3.*

4) **APPROVAL OF MINUTES**: *John Freeburg moved to approve the minutes from 8/4/2025. Jim Beaumont second.* Roll call vote: Bill-yes, John-yes, Pete-yes, Charlotte-yes, Mike-out, Rick-out, Shawn-out, and Jim-yes. *Motion carried 5/0/3.*

5) **HAND-OUTS/DISCUSSION ITEMS**
   A) *Airport Budget Status Report June 2025:* Andy Wood presented that the airport is on budget for June 2025 with a slight surplus caused by seeds and weed spray. The beacon and the windsock were done under this budget period. Dan Cummings clarified Ken Hart's question on that the leftover funds will roll over. Pete Morgan asked which budget the airport fencing was in. Andy Wood confirmed those funds were put into the new fiscal year budget.
   B) *East Fence and Gate Project Update:* Andy Wood provided updates on the fencing project. The chain link portion is 50% complete, and the electronic gate is about two weeks out from delivery. The project is set to finish at the end of the month. Andy highlighted that the gate will be large enough to allow for the spray tractors. Pete Morgan commented that the road near the fence will need to be smoothed out, which Andy Wood said he would be doing to allow for clearing of tumbleweeds.

Ontario Municipal Airport
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"The Gateway to Adventure"

6) **CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS**
Pete Morgan asked if the maintenance of the golf course was put into the airport budget. Dan Cummings explained that there is no revenue from Ron, who is responsible for that area. If Ron holds speed boat racing, then the airport makes money, which would stay in the airport budget.

7) **ADJOURN** *Moved by Bill Hager. Second by John Freeburg.* Roll call vote: Bill-yes, John-yes, Pete-yes, Charlotte-yes, Mike-out, Rick-out, Shawn-out, and Jim-yes. *Motion carried 5/0/3.*

The meeting was adjourned at 6:29 pm.

Next meeting: Monday 6, 2025, at 6 pm at Ontario City Hall.

Shawn Coleman - Chairman

Charlotte Hatch - Secretary

MALHEUR COUNTY COURT MINUTES

September 17, 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 was Administrative Officer Lorinda DuBois. 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 # 2025-3038

VETERANS TRANSPORTATION GRANT

MCOA&CS Transportation Manager Brittany White presented the 2025-26 Transportation of Veterans in Highly Rural Areas grant agreement. Commissioner Jacobs moved to approve State of Oregon, Oregon Department of Veterans' Affairs 2025-26 Transportation of Veterans in Highly Rural Areas Grant Agreement - Malheur County, Grant No. VS_0267. Commissioner Mendiola seconded and the motion passed unanimously. Grant funding is not to exceed $45,000 for the period of September 15, 2025 through September 14, 2026. Malheur Council on Aging and Community Services (MCOA&CS) will provide the medical transportation services. A copy will be returned for recording. Ms. White thanked the Court for contributing $100,000 for Veterans' medical rides in 2024; this contribution was extremely beneficial to the program.

CROSSING PERMITS

Commissioner Jacobs moved to approve the following Crossing Permits to Rally Networks for burying of fiber optic communications cable: Permit #137-25 on Wynn Road #966; Permit #138-25 on Willow Road #817; Permit #139-25 on Viewcrest Drive #1044; Permit #140-25 on Victorio Road #735; Permit # 141-25 on Twilight Drive #1042; Permit #142-25 on Toombs Road #954; Permit #143-25 on Stringer Road #859; Permit #144-25 on Stephens Boulevard #948; Permit #145-25 on Shay Way #1053; Permit #146-25 on Sarazin Road #772; Permit #147-25 on Rock Springs Canyon Road #850; Permit #148-25 on River View Drive #817; Permit #149-25 on River Road #842; Permit #150-25 on Owyhee Lake Road #846; Permit #151-25 on Owyhee Avenue #1036; Permit #152-25 on Overstreet Road #839; Permit #153-25 on Otis Road #651; Permit #154-25 on Norwood Drive #775; Permit #155-25 on Mitchell Butte Road #560; Permit #156-25 on Mendiola Road #962; Permit #157-25 on Lytle Boulevard #570; Permit #158-25 on Laan Lane #959; Permit #159-25 on Kurtz Road #830; Permit #160-25 on Klamath Avenue #774; Permit #161-25 on Kingman Road #957; Permit #162-25 on King Avenue #866; Permit #163-25 on Kimberly Road #554; Permit #164-25 on Kesler Lane #1570; Permit #165-25 on Jefferson Drive #554; Permit #166-25 on Janeta Avenue #1043; Permit #167-25 on Ivanhoe Avenue #1115; Permit #168-25 on Imperial Avenue #844; Permit #169-25 on Hilltop Cemetery Road #1529; Permit #170-25 on Hidden Road #1047; Permit #171-25 on Heritage Drive #555; Permit #172-25 on Grey Boulevard #956; Permit #173-25 on Grand Avenue #562; Permit #174-25 on Gem Avenue #865; Permit #175-25 on Gamble Island Road #849; Permit #176-25 on Fairview Drive #855; Permit #177-25 on Eureka Avenue #862; Permit #178-25 on Enterprise Avenue #662; Permit #179-25 on Emerald Slope Road #1049; Permit #180-25 on Echo Road #770; Permit #181-25 on Echo Avenue #770; Permit #182-25 on Cow Hollow Road #566; Permit #183-25 on Columbia Avenue #860; Permit #184-25 on Cloverdale Avenue #556; Permit #185-25 on Clover Lane #568; Permit #186-25 on Clark Boulevard #587; Permit #187-25 on Chestnut Avenue #861; Permit #188-25 on Chapin Road #1044; Permit #189-25 on Bybee Lane #930; Permit #190-25 on Buena Vista Road #1103; Permit #191-25 on Borge Lane #650; Permit #192-25 on Bob Rice Road #841; Permit #193-25 on Bergman Road #964; Permit #194-25 on Beet Dump Road #957; Permit #195-25 on Beaumont Road #954; Permit #196-25 on Arcadia Boulevard #928; Permit #197-25 on Alberta Avenue #768; Permit #198-25 on Adams Road #540;

and the following Crossing Permits to Farmers Mutual Telephone Company (FMTC) for installation of buried fiber optic cable: Permit #199-25 on Summit Lane #1549; Permit #200-25 on Forsyth Lane #1518; and Permit #201-25 on Clark Boulevard #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 September 10, 2025 as written. Commissioner Jacobs seconded and the motion passed unanimously.

SPECIAL MEETING MINUTES

Commissioner Jacobs moved to approve Special Meeting Minutes of September 8, 2025 as written. Commissioner Mendiola seconded and the motion passed unanimously.

AMENDMENT – LETTER OF INTENT

Commissioner Jacobs moved to approve Second Amendment to Addendum to Binding Letter of Intent (LOI) between Malheur County, Malheur County Development Corporation (MCDC), and JTH, LLC (Jaguar Transport Holdings Inc). Commissioner Mendiola seconded and the motion passed unanimously. The parties agree to execute a purchase and sale agreement by October 16, 2025, providing for a closing date on a mutually agreed date no later than fifteen days following issuance by Union Pacific Rail Road of satisfaction of the conditions stated in paragraph 1 of the Addendum.

JUVENILE CRIME PREVENTION AGREEMENT

Commissioner Jacobs moved to approve Reinstatement and Amendment No. 2 to Grant No. 15682 with Department of Education - Juvenile Crime Prevention Fund. Commissioner Mendiola seconded and the motion passed unanimously. Funding is in the amount of $208,000 for the 2025-27 biennium; the agreement expires June 30, 2027. See instrument #2025-3039

NACO DUES

Commissioner Jacobs moved to approve payment of National Association of Counties (NACo) membership dues for 2026 in the amount of $631.00 Commissioner Mendiola seconded and the motion passed unanimously.

IGA # 185822 AMENDMENT

Commissioner Jacobs moved to approve Second Amendment to Oregon Health Authority 2025-2027 Intergovernmental Agreement for the Financing of Public Health Services, Agreement #185822. Commissioner Mendiola seconded and the motion passed unanimously. Funding is decreased in Program Element 12-01: Public Health Emergency Preparedness and Response (PHEP); and program element language is updated for Program Element 03: Tuberculosis Case Management.

BURN BAN LIFTED

Commissioner Jacobs moved to approve Order No. GO-08-25: Order Lifting Burn Ban in Unincorporated Areas of Malheur County Located Outside of a Fire District; Repeal Order GO-05-25. Commissioner Mendiola seconded and the motion passed unanimously. See instrument# 2025-3040

PUBLIC COMMENTS

Judge Joyce asked for comments from the public; no public comments were received.

COURT ADJOURNMENT

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

MALHEUR COUNTY COURT MINUTES

September 24, 2025

The regularly scheduled meeting of the County Court was called to order by Commissioner Ron Jacobs at 9:00 a.m. with Commissioner Jim Mendiola present. Judge Dan Joyce was absent. Members of the media, public and staff had the opportunity to join the meeting electronically or in-person. Present in the meeting room were Administrative Officer Lorinda DuBois and Economic and Community Development Coordinator Taylor Rembowski. 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 # 2025-03114

ROAD ACCEPTANCE

Surveyor Derrick McKrola met with the Court and presented a road acceptance on a partition plat for the Court's consideration. Commissioner Mendiola moved to accept road dedication of a portion of Hyline Road; a portion of Holly Road; and a portion of Ivy Road on Russell Koehn's Partition Plat #25-10. Commissioner Jacobs seconded and the motion passed. See instrument # 2025-03110

GRANT APPLICATION

Mr. Rembowski requested authorization to apply for a Community Improvement Planning Grant through Eastern Oregon Border Board. Grant funds would be used to study the community feasibility and financial feasibility of pyrolysis technology for converting drip tape into diesel; and a feasibility and financial study for an UAS UAV test range. After discussion, Commissioner Mendiola moved to authorize the grant application to Eastern Oregon Border Board. Commissioner Jacobs seconded and the motion passed.

COURT MINUTES

Commissioner Jacobs moved to approve Court Minutes of September 17, 2025 as written. Commissioner Mendiola seconded and the motion passed.

DETENTION AGREEMENT – ADA COUNTY

Commissioner Jacobs moved to approve Agreement between County of Malheur, State of Oregon and County of Ada, State of Idaho FY 2026, Agreement No. 15419-2-25. Commissioner Mendiola seconded and the motion passed. The agreement is for juvenile offenders under the jurisdiction of Malheur County to be temporarily housed at the Ada County Juvenile Detention Center. A copy will be returned for recording.

IGA #26018 AMENDMENT

Commissioner Mendiola moved to approve Twelfth Amendment to Oregon Health Authority 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services, Agreement # PO-44300-00026018. Commissioner Jacobs seconded and the motion passed. Funding is awarded for Jail Diversion Services and Mobile Crisis Intervention Services. See instrument # ***

SCHEDULING MODULAR – SHERIFF'S OFFICE

Ms. DuBois and staff have been exploring potential systems for an electronic time and attendance program (discussed previously in budget meetings and budgeted in the current budget). While working with TCP on a potential system that will integrate with the County's payroll system it was discovered that there is also a scheduling modular (Aladtec) that works in conjunction with the time and attendance system and will integrate with the County's payroll system. The scheduling modular may be beneficial for the Sheriff's Office as they have a large number of staff with the most complicated time sheets and schedules. Commissioner Mendiola moved to approve the cost for Aladtec ($7,526) for the Sheriff's Office should the Sheriff's Office choose to implement the scheduling program. Commissioner Jacobs seconded and the motion passed.

PUBLIC COMMENTS

Commissioner Jacobs asked for comments from the public; no public comments were received.

COURT ADJOURNMENT

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

MALHEUR COUNTY COURT MINUTES

October 1, 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 and Economic and Community Development Coordinator Taylor Rembowski. 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 # 2025-3214

EXECUTIVE SESSION

Executive Session was called by Judge Joyce in accordance with ORS 192.660(2)(e) to conduct deliberations with designee on real property transaction negotiations with Commissioner Jacobs and Commissioner Mendiola present. Also present were Economic and Community Development Coordinator Taylor Rembowski, County Counsel Stephanie Williams and Administrative Officer Lorinda DuBois. No decisions were made during or following the session.

DRAFT TRANSITION AGREEMENT - MCDC

Ms. Williams reviewed a draft transition agreement with Malheur County Development Corporation (MCDC) with the Court. MCDC will need to exist for another ten years and will continue to be a party to the Connect Oregon grant agreement with ODOT. ODOT is working on amendment number nine to the Connect Oregon grant agreement with provisions concerning the sale of the reload center property and MCDC's obligations. It is anticipated that ODOT will agree to the sale of the MCDC property and County property to JTH (Jaguar Transport Holdings) for ten million dollars; Jaguar will construct the improvements and operate a shipping facility for ten years, through at least 2036; MCDC will make biannual reports to ODOT; sale proceeds will be placed in a segregated account and drawn down by a percentage every year and a certain portion of the sale proceeds will be retained in a segregated account at a financial institute in MCDC's name and will only be released in full after ten years. MCDC will transfer the retainage held by ODOT to the County once released by ODOT. The draft transition agreement includes termination of the County funding agreement with MCDC in February 2026; transfer of the records to the County economic development department and the County economic development director acting as the MCDC executive director; amendment of the MCDC bylaws; and changing the board to a three-member board. How the County will allocate the sale proceeds is subject to internal discussions, discussions of future County Courts and through the public budget process. Commissioner Mendiola moved to authorize County staff to proceed with the purchase and sale agreement to sell the County's industrial park property to Wyoming Colorado Railroad (Jaguar Transport Holdings) for $750,000, subject to MCDC selling the reload facility to Jaguar, and subject to working out a transition agreement with MCDC in which all sale proceeds are disbursed to the County. Commissioner Jacobs seconded and the motion passed unanimously.

CROSSING PERMITS

Commissioner Jacobs moved to approve the following Crossing Permits to Rally Networks for burying of fiber optic communications cable: Permit #202-25 on Whitney Road #3569; Permit #203-25 on W Elm Road #1004; Permit #204-25 on Vogue Road #1124; Permit #206-25 on Sunburst Lane #669; Permit #207-25 on Sand Hollow Road #660; Permit #208-25 on S Road D #1089; Permit #209-25 on Russell Road #675; Permit #210-25 on Reed Road #547; Permit #211-25 on Recla Drive #1113; Permit #212-25 on Old Oregon Trail Road #751; Permit #213-25 on N Road C #631; Permit #214-25 on Mecham Road #1006; Permit #215-25 on Mclay Road #667; Permit #216-25 on Loop Road #647; Permit #217-25 on Loop Lane II #1099; Permit #218-25 on Loop Lane #548; Permit #219-25 on Hope Road #569; Permit #220-25 on Grove School Lane #652; Permit #221-25 on Fulleton Road #773; Permit #222-25 on Country Lane #713; Permit #223-25 on Bully Creek Road #612; Permit #224-25 on Bishop Road #657; Permit #225-25 on Bench Road #1010; Permit #226-25 on Airport Road #1100; Permit #227-25 on 6th Avenue East #1088; Permit #228-25 on 5th Avenue West #1088; Permit #229-25 on 5th Avenue East #579; Permit #230-25 on 4th Avenue West #1087; Permit #231-25 on 4th Avenue East #826; and Permit #232-25 on 3rd Avenue East #1076. 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 September 24, 2025 as written. Commissioner Jacobs seconded and the motion passed. Judge Joyce abstained as he was not present on September 24, 2025.

AMENDMENT - DUBOIS

Commissioner Jacobs moved to approve First Amendment to Agreement between Malheur County Court and Lorinda DuBois - Pay Differential for Reporting and Accounting Duties Associated with LATCF and ARPA Funds recorded with the Malheur County Clerk as instrument number 2023-2873. Commissioner Mendiola seconded and the motion passed unanimously. Compensation is $12,000 a year for duties specific to the LATCF and ARPA funds; the agreement expires June 30, 2026. See instrument # 2025-3215

EXECUTIVE SESSION

Executive Session was called by Judge Joyce in accordance with ORS 192.660(2)(a) to consider employment of public officer, employee, staff member, or individual agent with Commissioner Jacobs and Commissioner Mendiola present. Also present were Tim Rines, Administrative Officer Lorinda DuBois and Kelsi Wilson. No decisions were made during the session.

Executive Session was continued in accordance with ORS 192.660(2)(a) to consider employment of public officer, employee, staff member, or individual agent with Judge Joyce presiding and Commissioner Jacobs and Commissioner Mendiola present. Also present were Tim Rines, Administrative Officer Lorinda DuBois and Cynthia Neil. No decisions were made during the session.

Executive Session was continued in accordance with ORS 192.660(2)(a) to consider employment of public officer, employee, staff member, or individual agent with Judge Joyce presiding and Commissioner Jacobs and Commissioner Mendiola present. Also present were Tim Rines, Administrative Officer Lorinda DuBois and Keith Ishida. No decisions were made during the session.

ASD COORDINATOR

Commissioner Jacobs moved to authorize Ms. DuBois to make a conditional offer of employment for the Ambulance Service District Coordinator position to the interview committee's number one candidate. Commissioner Mendiola seconded and the motion passed unanimously.

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.

Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
Printed: 10/10/2025 1:15 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
133547	22427	Consor North America, Inc.	08/01/2025	15,823.55
133548	333895	Grant Mechanical, Inc.	08/01/2025	612.00
133549	610100	Malheur Memorial Health Clinic	08/01/2025	200.00
133550	879896	RH2 Engineering, Inc.	08/01/2025	3,338.73
133551	879764	T&Z Hardware, Inc.	08/01/2025	7.76
			Total for 8/1/2025:	19,982.04
ACH	878915	Jacobs Engineeering Group, Inc.	08/04/2025	20,546.00
ACH	878915	Jacobs Engineeering Group, Inc.	08/04/2025	597,106.62
133553	033300	Argus Observer 117-A	08/04/2025	75.36
133554	879898	Avidity Solutionz	08/04/2025	11,491.20
133555	333895	Grant Mechanical, Inc.	08/04/2025	1,523.00
133556	360015	Home Depot Credit Services	08/04/2025	42.98
133557	879942	Javelin Arms, LLC	08/04/2025	25,500.00
133559	481416	National Business Furniture	08/04/2025	9,916.55
			Total for 8/4/2025:	666,201.71
133560	626400	Campo & Poole Distributing, LLC	08/08/2025	244.63
133561	288897	Verizon	08/08/2025	878.07
133562	704400	Star Fire District	08/08/2025	819.94
133563	037600	AT&T	08/08/2025	25.96
133564	738800	Axon Enterprise, Inc.	08/08/2025	3,653.80
133565	130624	B & W Car Wash	08/08/2025	25.00
133566	879637	Bryant Lovlien & Jarvis PC Attorneys at La	08/08/2025	3,750.00
133567	376000	Idaho Power	08/08/2025	2,478.87
133568	879417	LightSpeed Networks, Inc.	08/08/2025	1,377.88
133569	441140	Looks Nu, Inc.	08/08/2025	245.00
133570	451600	Malheur County Administration Office	08/08/2025	200.00
133571	461607	MicroTechnology Systems, Inc.	08/08/2025	10,890.50
133572	242083	State of Oregon Department of Transportati	08/08/2025	47.75
133573	642093	Red's Automotive Repair, Inc.	08/08/2025	450.41
133574	UB*12273	ANGEL RUVALCABA	08/08/2025	36.23
133575	879256	Steve's Hometown	08/08/2025	84.25
133576	880003	T-Mobile	08/08/2025	31.70
133577	879553	Training & Employment Consortium	08/08/2025	360.00
133578	879733	Waste Connections of Oregon, Inc.	08/08/2025	471.87
133579	879415	Midco Diving & Marine Services, Inc.	08/08/2025	17,255.00
133580	468350	Motion Industries, Inc.	08/08/2025	11,850.78
			Total for 8/8/2025:	55,177.64
133581	879863	Across the Street Productions, Inc.	08/11/2025	1,155.00
133582	007140	Liz Amason	08/11/2025	301.00
133583	879870	Anvil Northwest	08/11/2025	440.95
133584	879898	Avidity Solutionz	08/11/2025	2,802.10

Check No	Vendor No	Vendor Name	Check Date	Check Amount
133585	879453	Tyler Bullington	08/11/2025	165.00
133586	303800	Frank's Extinguisher Service	08/11/2025	86.96
133588	602320	NAPA Auto Parts	08/11/2025	41.99
133589	879301	Net Assets Corporation	08/11/2025	285.00
133590	879126	Charles S. Oakes, Attorney at Law	08/11/2025	198.91
133591	879469	SBRK Finance Holdings, Inc.	08/11/2025	1,717.00
133592	738002	Symbol Arts, LLC	08/11/2025	466.50
133593	774300	Tate T. Turner	08/11/2025	68.00
133594	788402	TransUnion Risk & Alternative Data Soluti	08/11/2025	75.00
133595	880004	Verizon Wireless Services, LLC	08/11/2025	150.00
133596	879733	Waste Connections of Oregon, Inc.	08/11/2025	306.99
133597	190549	Wienhoff Drug Testing	08/11/2025	150.00
			Total for 8/11/2025:	8,410.40
133598	879700	Richard Frazier	08/12/2025	165.00
			Total for 8/12/2025:	165.00
133599	109050	Machinery West, Inc.	08/15/2025	187.22
			Total for 8/15/2025:	187.22
ACH	878915	Jacobs Engineeering Group, Inc.	08/18/2025	11,975.68
133600	879736	Desert Sage Event Center	08/18/2025	4,174.89
133601	&260	Four Rivers Cultural Center	08/18/2025	32,758.42
133602	539200	Ontario Area Chamber of Commerce	08/18/2025	26,796.33
133603	879680	U.S. Bank Equipment Finance	08/18/2025	2,911.01
133604	0143466	Amazon Capital Services	08/18/2025	1,399.26
133605	879898	Avidity Solutionz	08/18/2025	105.00
133606	879637	Bryant Lovlien & Jarvis PC Attorneys at La	08/18/2025	7,875.00
133607	626400	Campo & Poole Distributing, LLC	08/18/2025	12,973.92
133608	144000	Cascade Natural Gas Corporation	08/18/2025	66.25
133609	637830	Century Link	08/18/2025	531.61
133610	270201	Emergency Services Marketing Corp., Inc.	08/18/2025	899.00
133611	284000	Farmers Supply Co-Op	08/18/2025	16,943.63
133612	879641	Garrett's Dry Cleaning, LLC	08/18/2025	4.25
133613	UB*12274	SILAS MANG	08/18/2025	84.84
133614	&509	Matsy's Restaurant & Catering	08/18/2025	15.00
133615	516494	State of Oregon Department of Transportati	08/18/2025	378.88
133616	879012	State of Oregon Dept of Public Safety Stan	08/18/2025	45.00
133617	879226	PortaPros	08/18/2025	376.00
133618	880008	Salsbury Industries	08/18/2025	1,171.63
133619	879764	T&Z Hardware, Inc.	08/18/2025	22.77
133620	879898	Avidity Solutionz	08/18/2025	17,429.30
133621	880011	Ramiro Corona	08/18/2025	6,000.00
133622	880006	Grizzly Sports of Idaho, Inc.	08/18/2025	14,000.00
133623	880010	Terrill Hashagen	08/18/2025	6,000.00
133624	516494	State of Oregon Department of Transportati	08/18/2025	36.00
			Total for 8/18/2025:	164,973.67
133625	440000	L.N. Curtis and Sons	08/21/2025	126,813.29
133626	879896	RH2 Engineering, Inc.	08/21/2025	1,371.85
133627	368200	Hughes Fire Equipment, Inc.	08/21/2025	148.00
133628	T242	State of Oregon Office of the Secretary of S	08/21/2025	450.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
133629	879745	AT&T Mobility, LLC	08/21/2025	1,936.87
133630	879898	Avidity Solutionz	08/21/2025	500.00
133631	879653	FileOnQ, Inc	08/21/2025	650.00
133632	368200	Hughes Fire Equipment, Inc.	08/21/2025	1,169.31
133633	376000	Idaho Power	08/21/2025	956.82
133634	500400	Norco, Inc.	08/21/2025	43.33
133635	879166	Pitney Bowes Global Financial Services, Ll	08/21/2025	882.93
133636	774300	Tate T. Turner	08/21/2025	1,185.00
133637	879553	Training & Employment Consortium	08/21/2025	264.00
			Total for 8/21/2025:	136,371.40
ACH	832852	Wells Fargo Signify Business Elite Masterc	08/25/2025	5,880.57
			Total for 8/25/2025:	5,880.57
133638	880007	208 Towing	08/28/2025	650.00
			Total for 8/28/2025:	650.00
133639	0143466	Amazon Capital Services	08/29/2025	350.96
133640	010500	Tori Barnett	08/29/2025	241.00
133641	637830	Century Link	08/29/2025	711.65
133642	303800	Frank's Extinguisher Service	08/29/2025	109.99
133643	880014	Jessica Hansen	08/29/2025	2,052.67
133644	880015	Erika Hernandez	08/29/2025	6,000.00
133645	376000	Idaho Power	08/29/2025	2,714.12
133646	879191	Kristy Lynn Janti	08/29/2025	72.00
133647	461607	MicroTechnology Systems, Inc.	08/29/2025	754.80
133648	879723	State of Oregon Department of Administrat	08/29/2025	500.00
133649	879226	PortaPros	08/29/2025	627.00
133650	672453	Sea Western Fire Fighting Equipment Sea-V	08/29/2025	103.05
133651	879145	Silver Signet, LLC	08/29/2025	94.59
133652	T7125	Snake River Valley EAA Chapter 837	08/29/2025	1,200.00
133653	702008	Staples Business Credit	08/29/2025	1,598.80
133654	879764	T&Z Hardware, Inc.	08/29/2025	54.36
133655	879720	Total Package Enterprises, LLC	08/29/2025	65.62
133656	774300	Tate T. Turner	08/29/2025	1,900.00
133657	879151	Waste-Pro	08/29/2025	50.24
133658	879778	Andrew Wood	08/29/2025	179.20
			Total for 8/29/2025:	19,380.05
ACH	58313	OREGON DEPARTMENT OF REVENUE	08/31/2025	1,357.75
ACH	PRAFLAC	AMERICAN FAMILY LIFE ASSURANCE	08/31/2025	534.37
ACH	PRAMERF	AMERICAN FUNDS GROUP	08/31/2025	300.00
ACH	PRCCIS	E B S TRUST	08/31/2025	82,120.24
ACH	PRCOLONI	COLONIAL LIFE	08/31/2025	688.02
ACH	PRFED	PAYROLL TAXES	08/31/2025	91,201.41
ACH	PRIDCHIL	IDAHO CHILD SUPPORT RECEIPTING	08/31/2025	240.00
ACH	PRNATW	NATIONWIDE RETIREMENT SOLUTIO	08/31/2025	500.00
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	08/31/2025	551.18
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	08/31/2025	3,799.02
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	08/31/2025	24,114.73
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	08/31/2025	3,181.85
ACH	PRPERS	OREGON PERS	08/31/2025	119,325.16

Check No	Vendor No	Vendor Name	Check Date	Check Amount
133703	PRSFIRE	UMPQUA BANK	08/31/2025	750.00
			Total for 8/31/2025:	328,663.73
			Report Total (127 checks):	1,406,043.43