

**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 28, 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 24, 2025. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

3) MOTION TO ADOPT THE AGENDA

4) CONSENT AGENDA

A) Adoption of Council Meeting Minutes: October 14, 2025

5) PUBLIC COMMENTS Citizens may address the Council; however, Council may not be able to provide an immediate answer or response. Out of respect to the Council and others in attendance, please limit your comment to three (3) minutes. Please state your name and city of residence for the record.

6) OLD BUSINESS

- A) Ordinance #2836-2025: Farmers Mutual Telephone Franchise Agreement
- B) Resolution #2025-126: Professional Service Contract Approval for Greenworks PC

7) NEW BUSINESS

- A) 2026 Helipad Construction Project - FAA AIP 3-41-0044-025-2026 Grant Application

8) DEPARTMENT HEAD UPDATES

- A) Police: Quarterly Report
- B) Airport: Semi-Annual Report

9) HAND-OUTS

- A) Minutes: County Court 10-08-2025; Parks 08-21-2025
- B) Check Register: September, 2025

10) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

11) 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.

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



CITY COUNCIL MEETING MINUTES October 14, 2025

The scheduled meeting of the Ontario City Council was called to order by Mayor Deborah Folden at 6:00 p.m. on Tuesday, October 14, 2025, in the Council Chambers of City Hall. Council members present were Deborah Folden, Ken Hart, Susann Mills, Michael Braden, Penny Bakefelt, John Kirby, and Adrianna Contreras.

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

AGENDA

This Agenda was posted Friday, October 10, 2025. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

Dan Cummings asked to remove item 7A from the agenda.

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

CONSENT AGENDA

MILLS moved, KIRBY seconded, **TO ADOPT THE CONSENT AGENDA, WHICH CONSISTED OF ADOPTION OF THE COUNCIL MEETING MINUTES OF SEPTEMBER 23, 2025**. Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

OLD BUSINESS

Accept DLCD Grant: Fund the Conforming Development Code Amendment

Tatiana Burgess, Planning Director, presented.

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 it was awarded the grant, and detailed information would be made available in the coming weeks. Grant acceptance was required to proceed with the execution of the project.

The grant was intended to sponsor a DLCD-provided consultant to conduct all the work. There was not a committed specific amount of funding at this time. DLCD would determine specific funding as grant agreements and consultant contracts were refined and executed. The City of Ontario would contribute to the project by dedicating staff time as needed. There were no other monetary contingencies or required matches.

This project would 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 would ensure compliance with all new legislative statutory requirements.

MILLS moved, HART seconded, **ACCEPT THE DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT (DLCD) GRANT AWARD AND AUTHORIZE THE CITY MANAGER TO AND APPROVE ALL DOCUMENTS TO FUND THE DEVELOPMENT CODE AMENDMENTS**. Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.



NEW BUSINESS**Ordinance #2841-2025: Extending the Terms of the Waste Connection (Ontario Sanitary Services) Franchise Agreement and Fees**

Jeremy Green, City Attorney, presented.

Waste Connections of Oregon, Inc. (WCO), an Oregon corporation, provided certain solid waste management services within the incorporated limits of Ontario in accordance with the franchise terms and conditions contained in Ordinance #2328, the Master Franchise Agreement.

The Master Franchise Agreement was amended by Ordinance #2435, through Amendment #1, to permit discretionary garbage service rate changes after obtaining the Council's prior approval, and providing no less than 60 days' prior written notice to customers.

The Master Franchise Agreement was further amended by Ordinance #2810, Amendment #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 to WCO.

Subject to the terms and conditions contained in proposed Ordinance #2841-2025, the Council desired to extend the term of the Franchise Agreement for one additional term of ten (10) years, increase the franchise fee to 7%, and approve WCO's rate adjustment. For purposes of this ordinance, the term "Franchise Agreement" meant, individually and collectively, the Master Franchise Agreement, Amendment #1, and Amendment #2.

Councilor Kirby asked about an adequate amount of storage containers and also about opening up a transfer station again. When previously asked, it was implied that it was their short list of things to be done.

Travis Williams, OSS, agreed they had previously discussed reopening the transfer station. In exploring that, their legal team found that their operations plan, which DEQ required be in place, was not up to date. They had subsequently updated that. In speaking with Mr. Cummings earlier, it was thought that would have been finalized by now, as it had been nine months or more. PBS Engineering, their engineer team which handled that, had not provided that to him yet. He reached out to them that day to find out the date for receiving it, as they could not open it to the public until that updated operations plan was in place. It basically wrote out how the transfer station would be handled.

Councilor Kirby stated that while he would vote to approve the extension, he still wanted some certainty that what Mr. Williams had just said, was truly going to occur.

Mr. Green stated the ordinance didn't address that item. They could amend the ordinance to address it, but he wouldn't suggest that. He suggested he and Mr. Cummings follow up with Mr. Williams and his team later in the week, to get something in writing, even via email, regarding timing and when to expect the transfer station to be implemented by Waste Connections.

Mr. Williams voiced his agreement with that suggestion.

Mr. Williams stated they also had to do a security fence around the pit, so customers didn't fall into the area.

KIRBY moved, BRADEN seconded, THE CITY COUNCIL APPROVE ORDINANCE #2841-2025, THE EXTENDED TERMS OF THE WASTE CONNECTIONS FRANCHISE AGREEMENT AS PRESENTED ON FIRST READING BY TITLE ONLY. Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

FOLDEN moved, MILLS seconded, **THE CITY COUNCIL TO APPROVE ORDINANCE #2841-2025, THE EXTENDED TERMS OF THE WASTE CONNECTIONS FRANCHISE AGREEMENT AS PRESENTED ON SECOND AND FINAL READING BY TITLE ONLY.** Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

Ordinance #2836-2025: Farmer's Mutual Telephone Franchise Agreement

Jeremy Green, City Attorney, presented.

This ordinance was a franchise agreement which provided Farmer's Mutual Telephone Company the right and privilege to operate a fiber communications system inside the city limits. The proposed agreement was very similar to the other telecommunications or fiber optic franchise agreements that the city had in place. This franchise agreement contemplated a franchise fee that was equal to the greater of 7% of the franchisee's gross revenues or \$500 per month. The reason for that was the city's ability to collect a reasonable amount of franchise fees at least initially as the system was being constructed and as Farmer's began to gain a customer base, which arguably would be minimal. In the interest of adequately compensating the city for use of the right of way, he and Mr. Cummings, with the assistance and cooperation of Farmer's, had developed what amounted to a fixed fee, so that there was some revenue coming into the city until their customer base became established, at which time, when the 7% exceeded the \$500, the franchise fee would transition to a 7% of gross revenues instead of the monthly fixed fee. It was a savvy way for the city to collect franchise fees, at least during the buildup years. Otherwise, the terms of the franchise agreement were similar to what the city had reviewed in the past.

Finally, he was not seeking approval from the Council at the current meeting. It was for discussion purposes only. At the next meeting, a Farmer's representative would be present. At that meeting, he would be seeking Council approval and adoption of the agreement ordinance.

Councilor Kirby stated there was a large federal grant for rural access to fiber optics, so was this their attempt to tie the city into the rural project?

Mr. Cummings stated this was based on the large grant awarded. They were going through the city to get into the rural area. There were not connections, yet, to anyone in town. Therefore, it could be a very long time before the city received any franchise fees. That's where the monthly fee came into play.

BRADEN moved, MILLS seconded, **THE CITY COUNCIL TABLE ORDINANCE #2836-2025, FARMER'S MUTUAL TELEPHONE COMPANY FRANCHISE AGREEMENT UNTIL THE COUNCIL'S NEXT MEETING.** Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

Resolution #2025-124: Official Compensation Package for Employees and Volunteers (Food & Beverage)

Tori Barnett, City Recorder, presented.

The Oregon Government Ethics Commission 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.

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

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 proposed Resolution #2025-124 would add the necessary 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 stipulated which areas would not fall under the proposed package.

If adopted, the Employee and Volunteer Food and Beverage Policy would 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.

Councilor Braden stated certain fringe benefits were taxable to employees. Was what she was saying was that once this policy was in effect, the due portion of it would be included in the wage and compensation reported on W-2 so the filer would not have to do anything else when completing their tax returns.

Ms. Barnett stated that was correct, that was her understanding. Also incorporated into the proposed resolution was the listing of items not included in the compensation package. In reading the resolution, it delineated what couldn't be claimed, or what was ineligible, so it would be up to the individual as to what needed be claimed.

MILLS moved, CONTRERAS seconded, **APPROVE RESOLUTION #2025-124: A RESOLUTION ADOPTING AN OFFICIAL COMPENSATION PACKAGE FOR EMPLOYEES AND VOLUNTEERS.** Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

Resolution #2025-125: Amend Building Fund Budget to Fund a New Vehicle Purchase and Bid Award

Tatiana Burgess, Planning Director, presented.

The Building Department had been planning on budgeting for a new vehicle in the upcoming fiscal year 2026-2027. The Building Department was 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 was willing to pass its current vehicle on to the Police Department, as a temporary and immediately available vehicle.

The vehicle currently utilized by the Building Department was purchased through the General Fund in November 2001; it was a 2002 Ford Ranger 4x4. The Building Department had 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. The Building Department currently had 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.

The vehicle that the Building Department had been using was 24 years old. The Building Department had been planning a new vehicle purchase in the 2026–2027 fiscal year. There was no budget allocation for a new vehicle purchase in the current year. The Building Department and its operations were 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 was able to support this additional expense at the present time. The Building Department was willing to expedite this process, if authorized, as it fully supported the onboarding of a second Code Enforcement Officer. The entire Community Development Department relied on the effective work performed by the Code Enforcement Officer, and saw the great need to fully support and offer additional help.

This proposal was consistent with the Building Department's long-term operations plan. The proposed resolution appropriated \$32,000 from the Building Fund contingency, leaving a balance of \$685,566. The \$32,000 should cover the vehicle and licensing. 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 needed to be properly equipped per the Police Department's needs, which could be time-consuming. The goal was to have the vehicle ready for use as soon as the new Code Enforcement Officer was available to work. The faster the Building Department was able to acquire its new vehicle, the sooner it could release the Ford Ranger to the Police Department.

Councilor Kirby asked if Chief Cooper intended to come back and ask for another code enforcement vehicle in the future?

Chief Cooper stated yes, in the next fiscal year. The existing code enforcement vehicle was a 2008 Ford F-150, and it was approaching an end of life situation. This allocation would extend a second vehicle for that second enforcement officer. The vehicle in question had a recent purchase of new tires. There would be some upfitting costs, such as emergency lighting, that the department would have to have installed, but that was something that could be absorbed in the current budget within the vehicle and maintenance line.

Mr. Cummings stated if the Council approved the next budget for a new vehicle, the older vehicle would be given to the second Ordinance Officer, the senior Officer would get the new vehicle, and the 2002 would be surplussed.

MILLS moved, KIRBY seconded, **THE COUNCIL 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.** Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

DEPARTMENT HEAD UPDATES

Finance: Monthly Report

Kari Ott, Finance Director, was unable to attend the meeting. Any questions or concerns should be emailed to Kari so she could address them.

DISCUSSION ITEMS

Downtown Sweeping and Sidewalks

Casey Mordhorst, Public Works Director, stated at the previous meeting there had been discussions about downtown sweeping. Currently, by contract, Jacobs was obligated to sweep the entire town three times a year, and in between those sweepings, they did the primary and secondary routes. The downtown and underpass area was swept much more frequently. It was done by judgement. If it started looking bad, they swept it. Sometimes it was every other week, other times weekly, or then again, maybe three weeks. He had been asked to put together a cost per time swept, which was \$840. If the Council chose to have it swept every week, the annual total additional cost was around \$38,640. The drivers were in at 4:00 a.m. for the sweeping, as it was the only realistic time for getting to the curb. There were always cars down there. Also, they didn't just sweep Oregon Street; they also swept SW 1st Street, the underpass, and then 1st, 2nd, and 3rd Avenues. Typically, there were cars on the avenues, as there were some apartments there. There were also usually cars on Oregon. The sweepers did the best they could. The bulb outs did make it difficult. They did sweep the parking lots twice a year – once in spring, once in fall.

Councilor Kirby asked about SE 1st, on the East side of the parking lot.

Mr. Mordhorst stated if he was talking about Depot Lane, that was swept as well. The whole downtown corridor was swept.

Mr. Cummings stated part of the request was to have the city pressure wash the sidewalks, too, and he spoke with Mr. Mordhorst about that. It actually became a liability issue for the city because the sidewalk was the responsibility of the property owners for maintenance. That was the rule all over town. Secondly, to pressure wash that, it put them right up against private property – their buildings – and if the city did any damage, the city would be liable. Even if it was contracted out, the contract would cost more. It was his recommendation that the city not get involved with that situation. It would require every property owner in that area to sign on and agree to having that done to release the city from liability. If the property owners wanted to hire a contractor to do that service, that should be up to those property owners.

Mr. Mordhorst stated staff had tried a few years ago, where they went down at 4:00 a.m. with leaf blowers and tried to blow the sidewalks off, including the bulb outs, and they had received nothing but complaints from business owners then wanting their windows rewashed. It wasn't worth the hassle staff had received in trying to do something good.

Councilor Kirby asked about the maintenance of the parking lots.

Mr. Cummings stated it was in downtown parking agreement #1, which was that certain businesses, not all, who raised the funds, paid for the improvements, and the city accepted the maintenance. That's why the city did sweep it, and also chip sealed it.

Mr. Mordhorst stated yes, it had been chip sealed. It was typically restriped every other year, and they maintained the trees and planters. That was currently under the Jacobs contract.

Councilor Hart stated his ask would be that when they approached the next budget cycle, that staff have, as some alternatives for the committee, to increase the street sweeping and the parking lots. It would give them a chance to say this was something that, as they went through all the other priorities, it could be discussed about increasing the repetition, so it did look better at the end of the day. If it was part of the budgeting process, it would allow them to review alternatives, such as making a cut somewhere else, or if there was additional revenue that could be used.

Councilor Kirby stated based on the previous meeting where the group had been discussing multiple things, maybe it should be that group who created a priority list to present to the Council, so it could be considered for the budget rather than the Council deciding what that group would do.

Mr. Cummings stated that was agreed to. That group needed to develop a plan and present it to the City Manager for review. He agreed with Councilor Hart in that once the plan was seen, they could put a budget together based on their list, and present it during the budget process. Then the entire budget committee, or citizens, would have an opportunity to give input. Also, the committee could select a plan based on that. That would not address their questions about hanging lights for Christmas this year, but if the downtown people wanted Christmas lights...unless the Council directed differently, staff would install the same Christmas decorations as in previous years.

Councilor Bakefelt asked if they could provide the downtown core with a power washing name or something, so they could decide if they wanted to hire someone to do that?

Mr. Cummings stated most of the people that had presented to the Council were actual contractors themselves, so they'd know how to find those names more than staff would. Power washer machines could be rented from any of the rental outfits. There were also a lot of paver companies around who had that equipment, too. If the city needed one, they rented it.

Councilor Hart stated they hadn't asked for financial help, but as they'd looked at different grants for awnings or security, was that something that could be considered in the next budget cycle, to say the city would match if someone wanted to hire a contractor or to do it themselves, as it benefited the city, that same concept of betterment or improvement to properties, maybe that was something the city could look at and set aside some funds to maybe help, encourage, everyone to do that, versus the city taking it on, or having Jacobs do it. That would open it up to, well, was it done on 4th, or only downtown, etc., but to maybe start to think of ways to encourage more owners to do that.

Mr. Cummings stated they could revise the façade grant process, add a little more money, and make that part of the grant options. Now that would move with the façade grant. Currently, it had the same routes so people could apply for that part of it for cleaning the front of their areas. Then it was fair to all the citizens as they moved the façade grant around.

Councilor Mills stated there was the Downtown Revitalization Committee, and the businesspeople that attended the last Council meeting, and it didn't sound like the two meshed very well. However, if they did, and they could somehow find the funding to purchase a power washer, and then rent it or loan it out to the other businesspeople that wanted to have their sidewalks cleaned, as there might only be certain ones that did since others complained last time the city did it. That would take it out of the hands of the city budget, and put it on those organizations that wanted that done.

Councilor Mills added to Casey [Mordhorst] and Jacobs, as well as Andrew Seed, how wonderful those flowerpots looked downtown. It took a lot of time to water all of those, but they'd done a terrific job. They looked very nice.

Mr. Mordhorst thanked her, and stated he would share her comments with staff.

HAND-OUTS

Minutes

Airport: 09-02-2025; County Court: 09-17-2025, 09-24-2025, 10-01-2025

Check Register

August 2025

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Councilor Kirby commented on the Sister City Celebration and 29 delegates who visited Ontario the past week. They traveled many places around this area, and the trip culminated with a western hoedown at the Sage Hollow Event Center. He commented that Mr. Cummings had actually given his authentic Stetson to the Mayor of Osakasayama. Everyone had a great time.

Councilor Bakefelt agreed. It had been a lot of fun to represent the Mayor, and believed they all had a lot of fun. The facility was great, the food was great, and everyone was wearing huge smiles. She thanked all the citizens for truly stepping up.

- Councilor Hart asked if there was any update on the ordinance process?

Mr. Cummings stated he had the City Attorney addressing that. He would do a follow-up tomorrow, to find out when they could get an update on when that would be back before Council. The stop light cameras were supposed to be here in the next few weeks, to look at the study of the stop lights.

- Councilor Kirby stated he had recently been by the airport, and when entering the office, he had been met by a college student, who was in the flight program, while working part-time for Silverhawk. He was then given a tour of the airport. He was very impressed with how the airport looked. It was neat, clean, devoid of trash, and towers were painted. The new fence on the east side of the runways gave definition to the city's property, but it also kept out animals. Weeds were all mown down. Being very impressed, he submitted a letter to Dan Cummings, with a copy to Councilor Hart [Airport Liaison], about how great it looked. Hopefully, that message was sent out to the Airport Committee, as well.

Councilor Mills asked to get an update from the Recreation Board regarding the pool.

Councilor Mills stated at one time, an animal shelter had been brought to the Council. It was brought to her attention that there was a piece of property over by Rotary Park. There was a piece of vacant property that was covered in weeds. She was asked that if that was city property, could that be turned into a dog park. She drove over there to see the property, but didn't know if it was public, private, or city-owned.

Mr. Cummings stated if she was referring to property on the Eastside, by the water tanks, that was private property, not city. The city didn't currently have any dog parks in any areas because of the health hazards. Staff was still working with the organization [Casper] that came to the Council. She'd been very busy, but he had reached out a week ago, and they planned to move. She told him she thought the city would be very pleased with the contract she was getting ready. The gentlemen that volunteered the property by where the old secondhand store used to be, was still going to be the beginning point of the kennels, the holding pens, for the dogs, but only temporarily, while they were being fostered out. She was also working on a plan for constructing a full kennel system.

ADJOURN

BAKEFELT 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 7:01 p.m.

ACCEPTED:

Deborah K. Folden, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
OLD BUSINESS
October 28, 2025**

To: Mayor and City Council

FROM: Dan Cummings, City Manager/Community Development Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **ORDINANCE #2836-2025: FARMERS MUTUAL TELEPHONE FRANCHISE AGREEMENT**

DATE: October 23, 2025

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO TABLE ORDINANCE #2836-2025, UNTIL THE CITY COUNCIL MEETING OF NOVEMBER 12, 2025, TO PROVIDE ADDITIONAL TIME FOR THE CITY ATTORNEY TO RECEIVE FINAL ANSWERS REGARDING THE FRANCHISE AGREEMENT.

SUMMARY:

The city attorney needed additional time to finalize some areas within the Farmers Mutual Telephone Franchise Agreement, and requested this item be tabled until the November 12, 2025, Council meeting.

BACKGROUND:

This is a new franchise agreement.

At the City Council meeting of October 14, 2025, Jeremy Green, City Attorney, provided a report to the Council regarding attached Ordinance #2836-2025, and asked the Council to review the document and take action at a future meeting.

The Council made a motion to table the action until the next meeting of the City Council.

CURRENT SITUATION:

The City Attorney is asking for more time to get some final answers from Farmers Mutual Telephone Company, and to table action on the proposed ordinance to the Council meeting on November 12, 2025.

ANALYSIS:

- A. **STRATEGIC PLAN** N/A.
- B. **FINANCIAL** N/A.

C. **TIMING** N/A.

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

ALTERNATIVES:

N/A.

RECOMMENDATION:

Staff recommends the City Council table the action until the next Council meeting.

ATTACHMENTS:

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 sewerage, 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.

Exhibit A
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 Exhibit A, is approved, accepted, and agreed upon by Grantee.

Dated: October __, 2025.

Famers Mutual Telephone Co.,
an Idaho corporation

By: _____



**AGENDA REPORT
OLD BUSINESS
October 28, 2025**

To: Mayor and City Council

FROM: Dan Cummings, City Manager/Community Development Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **RESOLUTION #2025-126: PROFESSIONAL SERVICE CONTRACT APPROVAL
FOR GREENWORKS PC**

DATE: October 21, 2025

PROPOSED MOTION:

- 1. I MOVE THE CITY COUNCIL TO APPROVE THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY OF ONTARIO AND GREENWORKS PC, AN OREGON CORPORATION IN THE NOT TO EXCEED (NTE) AMOUNT OF \$179,288.00.**
- 2. I MOVE TO APPROVE RESOLUTION 2025-126, A RESOLUTION APPROPRIATING FUNDS FROM THE THE OREGON DEPARTMENT OF FORESTRY GRANT.**

SUMMARY:

The City of Ontario was awarded a grant through the Oregon Department of Forestry (ODF) in the amount of \$573,100.00 for implementing the "Ontario Greenspace Master Plan and Implementation" Project. The grant is in three phases with Phase I being development of the Greenspace Master Plan.

BACKGROUND:

ODF is the recipient of a grant ("Federal Award") from the United States Department of Agriculture Forest Service ("USDA FS"), for a program known as Growing Equity in Oregon's Urban and Community Forests ("Program"). The amount granted by USDA FS to ODF under the Federal Award is \$22,857,196.00 ("Federal Funds"). Under ORS 526.515(1), ODF has the authority to receive federal funds and disburse those funds as grants for the purposes of conducting an urban and community forestry program.

The City of Ontario was awarded a grant through the Oregon Department of Forestry (ODF) in the amount of \$573,100.00 for implementing the "Ontario Greenspace Master Plan and Implementation" Project. The grant is in three phases with Phase I being development of the Greenspace Master Plan.

The city put a Request for Proposals (RFQ) out for consultants to perform the Greenspace Master Plan and received proposals from three firms and the RFQ committee ranked the proposals as follows: 1. Green Works of Portland, Oregon, 2. Cascadia Partner of Portland, Oregon, and 3. Breckon Land Design of Garden City, Idaho.

The Negotiation Committee started the negotiation process in September with the number 1 ranked firm, Greenworks PC.

CURRENT SITUATION:

The negotiation team reviewed the proposal and cost proposal of Greenworks, PC, and believes they can provide the service required within the cost and time frame allowed in the grant.

ANALYSIS:

- A. **STRATEGIC PLAN** This project meets the desirability and beautification goals of the strategic plan.
- B. **FINANCIAL** The cost of the project is being funded by the ODF grant awarded to the city. The full grant is \$573,100.
- C. **TIMING** This agreement needs to be approved to move forward with the project to meet the grant time frame.
- D. **POLICY/LEGAL** The City Council is the governing body to award contracts/agreements.

ALTERNATIVES:

None given.

RECOMMENDATION:

Staff recommends the City Council approve Resolution #2025-126, and award the project to Greenworks PC and approve the City Manager to sign all documents required in performance of this project.

ATTACHMENTS:

- 1. 1_Ontario_Greenspace-Master-Plan-Attachment A_Greenworks
- 2. 2_Exhibit A - City of Ontario, Greenspace MP - GreenWorks - Received 8.29.25 at 103 pm
- 3. 3_Exhibit B - Ontario_GSMP_scope-deliverables
- 4. 4_Schedule 2.1 - Ontario_GSMP_Task&Fee
- 5. 5_Schedule 4.3 2025_COI_Greenworks
- 6. Resolution #2025-126 ODF Grant

PROFESSIONAL SERVICES AGREEMENT – LANDSCAPE SERVICES

This Professional Services Agreement – Landscape/Landscape Architecture Services (this “Agreement”) is dated October 28, 2025, and is entered into between City of Ontario (“City”), an Oregon municipal corporation, whose address is 444 SW 4th Street, Ontario, Oregon 97914, and Greenworks. (“Contractor”), an Oregon corporation, whose address is 110 SE Main St STE#100 Portland OR 97214

RECITAL:

City desires to retain Contractor to perform certain professional landscape services concerning the City’s Greenspace Master Plan (the “Project”). Contractor is willing to perform the professional landscape services for and concerning the Project subject to and in accordance with the terms and conditions contained in this Agreement.

AGREEMENT:

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

1. Services.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, Contractor will perform the following services concerning the Project for and on behalf of City (collectively, the “Services”): (a) those certain services described on the scope of work attached hereto as Exhibit B (the “Scope of Work”); (b) all other necessary or appropriate services customarily provided by Contractor in connection with its performance of those services described in the Scope of Work; and (c) such other landscape and related services requested by the city manager (as defined below) from time to time. Contractor will (w) consult with and advise City on all matters concerning the Services reasonably requested by City; (x) communicate all matters and information concerning the Services to the city manager and perform the Services under the general direction of the city manager; (y) devote such time and attention to performance of the Services as City deems necessary or appropriate; and (z) perform the Services to the best of Contractor’s ability. Contractor acknowledges and agrees that City may cause or direct other persons or contractors to provide services for and on behalf of City that are the same or similar to the Services provided by Contractor under this Agreement. For purposes of this Agreement, the term “city manager” means City’s then-appointed city manager or his or her designee.

1.2 Schedule; Condition Precedent. The Services will be completed expeditiously, in a timely manner, and in accordance with the schedule identified in the Scope of Work. Notwithstanding anything contained in this Agreement to the contrary, City’s performance of its obligations under this Agreement is conditioned on Contractor’s performance of its obligations under this Agreement, including, without limitation, those Contractor obligations identified under Section 4.4. Contractor submitted to City that certain Statement of Qualifications for the City of Ontario, OR – Greenspace Mater Plan, Landscape Architecture proposal dated August 29, 2025, attached hereto as Exhibit A (the “Proposal”). City relied on the representations, warranties, and covenants contained in the Proposal when City selected Contractor to perform the Services. Contractor represents, warrants, and covenants to City that the representations, warranties, and covenants contained in the Proposal are true and correct in all respects.

2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor’s timely performance of the Services in accordance with this Agreement, City will pay Contractor in accordance with the fee schedule attached as Schedule 2.1 (the “Fee Schedule”). Contractor will submit monthly invoices to City concerning the Services performed by Contractor during the immediately preceding month (each an “Invoice”). Each Invoice will contain the following information: (a) a summary of the

Services performed by Contractor (and by whom); (b) the number of hours (or fraction thereof) each person spent to perform the Services; (c) the applicable fee(s) for performing the Services; and (d) all other information reasonably requested by City. City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the Invoice. No compensation will be paid by City for any portion of the Services not performed. City's payment will be accepted by Contractor as full compensation for performing the Services. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by City under this Agreement for performance of the Services will not exceed \$185,000.00 without first obtaining City's prior written consent.

2.2 No Benefits; No Reimbursement. City will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Contractor will provide, at Contractor's cost and expense, all materials, equipment, and supplies necessary or appropriate to perform the Services. City will not reimburse Contractor for any expenses Contractor incurs to perform the Services.

3. Relationship.

3.1 Independent Contractor. Contractor is an independent contractor of City. Contractor is not an employee of City. Contractor will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. This Agreement does not create an agency relationship between City and Contractor and does not establish a joint venture or partnership between City and Contractor. Contractor does not have the authority to bind City or represent to any person that Contractor is an agent of City. Contractor has the authority to hire other persons to assist Contractor in performing the Services (and has the authority to fire such persons).

3.2 Taxes; Licenses. City will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services.

4. Representations; Warranties; Covenants.

In addition to any other Contractor representation, warranty, and/or covenant made in this Agreement, Contractor represents, warrants, and covenants to City as follows:

4.1 Authority; Binding Obligation; Conflicts. Contractor is duly organized under Oregon law and validly existing and in good standing under applicable Oregon law. Contractor has full power and authority to sign and deliver this Agreement and to perform all Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all Contractor's obligations under this Agreement will not (a) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor; (b) violate any law, judgment, and/or order to which Contractor is subject; and/or (c) require the consent, authorization, and/or approval of any person, including, without limitation, any governmental body.

4.2 Quality of Services. Contractor will perform the Services diligently, in good faith, in a professional manner, with the care and skill ordinarily exercised by other professionals practicing under the same or similar circumstances at the time the Services are performed, and consistent with the terms and conditions contained in this Agreement. The Services will be performed in accordance with the Laws (as defined below). Contractor will be solely responsible for the Services. Contractor will make all decisions called for promptly and without unreasonable delay. Contractor will exercise its best efforts to ensure that all materials and documents

prepared by Contractor will be accurate, complete, unambiguous, prepared properly, and in compliance with the Laws.

4.3 Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance required under this Agreement, the types and minimum levels of insurance specified on the attached Schedule 4.3. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City, will list City (and City Representatives (as defined below)) as an additional insured(s) (except the workers' compensation and professional liability insurance policies), and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of City. The insurance Contractor is required to obtain under this Agreement may not be cancelled without ten (10) days' prior written notice to City. Contractor's insurance will be primary and any insurance carried by City will be excess and noncontributing. Contractor will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Contractor is required to obtain under this Agreement upon Contractor's execution of this Agreement and at any other time requested by City. If Contractor fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Contractor immediately upon City's demand.

4.4 Compliance with Laws. Contractor will comply and perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Contractor will comply with each obligation applicable to Contractor and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Prior to the Effective Date, Contractor obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services, including, without limitation, a business license from City. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning, whether directly or indirectly, Contractor, this Agreement, and/or the Services, including, without limitation, Oregon's prevailing wage rate laws (ORS 279C.800 through 279C.870) if applicable, the Davis-Bacon Act requirements if applicable, the Tax Laws (as defined below), and all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

4.5 Compliance with Tax Laws. Contractor represents and warrants that it has complied with the tax laws of the State of Oregon (and all applicable political subdivisions of the State of Oregon), including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318 (individually and collectively, the "Tax Law(s)"). Contractor will comply with the Tax Laws. By signing this Agreement, Contractor certifies, under penalty of perjury, that Contractor is, to the best of Contractor's knowledge, not in violation of any Tax Law.

4.6 Indemnification.

4.6.1 To the fullest extent permitted by the Laws, Contractor will indemnify and hold City, and each present and future City officer, official, employee, agent, and representative (collectively, "City's Representatives"), harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) damage, injury, and/or death to person or property caused directly or indirectly by Contractor (and/or Contractor's directors, officers, shareholders, partners, employees, agents, representatives, and/or contractors); (b) Contractor's failure to pay any tax arising out of or resulting from performance of the Services; and/or (c) Contractor's breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 4.6 will survive the termination of this Agreement.

4.6.2 Notwithstanding Contractor's indemnification obligations under Section 4.6.1, Contractor's indemnification obligation for claims of professional negligence will be subject to and limited in accordance with ORS 30.140, namely such indemnification obligation will (a) be limited to only such extent as Contractor's liability or fault is determined by adjudication, alternative dispute resolution, settlement agreement,

or as otherwise agreed by the parties, and (b) not exceed the proportionate fault of Contractor, as determined in accordance with Section 4.6.2(a). Contractor will promptly pay the amount equal to the percentage of its fault determined in accordance with Section 4.6.2(a).

4.7 Assignment of Studies and Reports. Contractor will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement (collectively, the “Deliverables”) to City upon the earlier of City’s request or the termination of this Agreement. All copies of the materials provided to City will become the property of City who may use them without Contractor’s permission for any proper purpose relating to the Services, including, without limitation, additions to or completion of the Services. City acknowledges that City’s modification and/or reuse of the Deliverables for any purpose other than the Services will be at City’s sole risk (and City will defend and indemnify Contractor for any liability and/or damages that may arise due to City’s modification and/or reuse of the Deliverables for any purpose other than the Services). Contractor will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Contractor is responsible (including, without limitation, any claims which may be brought against City), and Contractor will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

4.8 Records. Contractor will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of three (3) years after termination of this Agreement. Contractor's records will be maintained in accordance with sound accounting practices. Contractor will provide City access to any Contractor books, documents, papers, and/or records which are pertinent to this Agreement and/or the Services upon seventy-two (72) hours' prior written notice. Contractor will maintain all books, documents, papers, and records generated under this Agreement for a period no less than three (3) years commencing on the date of City's final payment to Contractor under this Agreement.

4.9 Confidential Information. During the term of this Agreement, and at all times thereafter, Contractor will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, or disclose any Confidential Information to any person, or remove or make reproductions of any Confidential Information, except that Contractor may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Contractor promptly notifies the city recorder of the order and complies with any applicable protective or similar order. Contractor will promptly notify the city recorder of any unauthorized use, communication, or disclosure of any Confidential Information and will assist City in every way to retrieve any Confidential Information that was used, communicated, or disclosed by Contractor and will exert Contractor’s best efforts to mitigate the harm caused by the unauthorized use, communication, or disclosure of any Confidential Information. Upon the earlier of City’s request or termination of this Agreement, Contractor will immediately return to City all documents, instruments, or materials containing any Confidential Information accessed or received by Contractor, together with all copies and summaries of such Confidential Information. If requested by City, Contractor will execute a written certification satisfactory to City pursuant to which Contractor will represent and warrant that Contractor has returned all Confidential Information to City in accordance with the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the terms of this Agreement do not operate to transfer any ownership or other rights in or to the Confidential Information to Contractor or any other person. For purposes of this Agreement, the term “Confidential Information” means all documentation, information, and/or materials identified by City as confidential and/or any documentation, information, and/or materials relating to or concerning City’s future plans, business affairs, employment, legal, and litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or assessed by Contractor; provided, however, the term “Confidential Information” does not include City’s public records which are non-exempt public records under applicable federal, state, and/or local laws.

5. Term; Termination.

5.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until Contractor's completion of the Services, unless sooner terminated or extended as provided in this Agreement. This Agreement may be extended for one additional term of two years by the parties' mutual written agreement. Notwithstanding anything contained in this Agreement to the contrary, (a) this Agreement may be terminated at any time by the mutual written agreement of City and Contractor, and/or (b) City may terminate this Agreement for convenience and without cause by giving thirty (30) days' prior written notice of such termination to Contractor. Upon receipt of the notice of termination, except as explicitly directed by City, Contractor must immediately discontinue performing any Services.

5.2 City Termination. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon written notice to Contractor upon occurrence of any of the following events: (a) Contractor fails to perform the Services within the time specified in this Agreement; (b) Contractor engages in any form of dishonesty or conduct involving moral turpitude that reflects adversely on City's reputation and/or operations; (c) Contractor fails to comply with any applicable law related to Contractor's independent contractor relationship with City; (d) problems occur in connection with Contractor's performance of the Services; and/or (e) Contractor breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by City in its sole discretion. Upon receipt of the notice of termination, Contractor must immediately discontinue all Services affected unless the notice directs otherwise.

5.3 Consequences of Termination. Upon termination of this Agreement, (a) City will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others and/or for penalties and/or damages arising from the cancellation of such contractual commitments, and (b) after receipt of Contractor's final Invoice, City will pay Contractor (in accordance with Section 2.1) for all Services properly and actually completed by Contractor in accordance with this Agreement through the date of termination; provided, however, City may withhold payment for an amount approximating the fees for the Services that may be in dispute if City furnishes written notice to Contractor containing a description of the basis for the dispute and amount withheld. Notwithstanding anything contained in this Agreement to the contrary, termination of this Agreement will not constitute a waiver or termination of any rights, claims, and/or causes of action the party may have against the other party. Within a reasonable period of time after termination of this Agreement (but in no event later than five (5) days after termination), and provided City has paid Contractor for all Services not then in dispute in accordance with this Section 5.3, Contractor will deliver to City all materials and documentation concerning the Services.

5.4 Remedies. If Contractor breaches or otherwise fails to perform any Contractor representations, warranties, covenants, and/or obligations under this Agreement, City may, in addition to any other remedy provided to City under this Agreement, pursue all remedies available to City at law and/or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

6. Miscellaneous.

6.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Contractor will not assign this Agreement to any person without City's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

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

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

6.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to Contractor's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

6.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

6.6 Person; Interpretation; Execution. For purposes of this Agreement, 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 word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

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

CITY:

City of Ontario,
an Oregon municipal corporation

By: _____
Its: _____

Federal Tax Id. No.: _____

CONTRACTOR:

an Oregon corporation

F. Michael Faha

Greenworks PC

By: Mike Faha

Its: Principal and Founder

Federal Tax Id. No.: 911747559



RESPONSE TO REQUEST FOR PROPOSAL
GREENSPACE MASTER PLAN

CITY OF ONTARIO, OREGON

AUGUST 29, 2025



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August 29, 2025



Corinna Hysell
HR Director
City of Ontario
444 SW 4th St.
Ontario, OR 97914

RE: Request for Proposals – City of Ontario Greenspace Master Plan

Dear Corinna Hysell and Members of the Selection Committee:

Thank you for the opportunity to submit our proposal for the City of Ontario Greenspace Master Plan. We are excited at the prospect of partnering with the City to create a strategic plan that addresses the community's vision for resilient public spaces and ecosystems. This project offers the opportunity to enhance and communicate the value of Ontario's urban forest, parks, trails, open spaces, and natural landscapes with solutions that prioritize long-term health, functionality, and community benefit.

Our team understands the value of creating a plan that reflects Ontario's identity and place while delivering practical, implementable strategies to meet the City's long-term goals. We will apply our expertise in arid and high-desert climates, resilient site design, and community engagement to create a plan that balances innovation with feasibility. The final Greenspace Master Plan will provide a roadmap for the City to make intentional decisions that optimize available resources with impactful strategies, improvements, and operations and align with community priorities.

We have assembled a highly qualified team to lead this effort. GreenWorks, PC will serve as the prime consultant, leading project management, goals and vision, design strategy, stakeholder engagement, and decision making guidance. I will serve as Principal-in-Charge, bringing decades of experience leading large-scale planning efforts that integrate ecological systems with community needs. Matt Piccone will serve as Project Manager, overseeing day-to-day coordination, guiding the development of strategies, project narrative and story-telling, deliverables, and decision-making, and ensuring the project remains on schedule and within budget. PlanIT Geo, a national leader in geospatial analysis, urban forestry, and greenspace planning, will play a central role on the tree inventory, data collection, urban canopy analysis, tree vulnerability assessments, and the development of clear, actionable recommendations. Together, we bring regional and national experience delivering strategic city-wide greenspace, system, and natural resource plans that are rooted in scientific data, informed by community priorities, and aligned with municipal resources, feasibility, and timelines. Together we have partnered to complete the Camas Parks and Open Space Management Plan in Washington, and we are currently working together on Urban Forest Management Plans in Pendleton OR, Bothell WA, and Oak Harbor WA.

We acknowledge that this proposal is valid for ninety (90) days after submission and that all costs associated with preparing this proposal are at our own expense. We find the scope of work to be achievable within the City's stated budget and believe the proposed schedule is reasonable for the level of analysis, engagement, and plan development required. We are committed to meeting all project deadlines and completing the project within the specified timeframe. GreenWorks accepts the terms and conditions contained in Attachment A – City of Ontario Personal Services Agreement and Standard General Conditions.

Please feel free to contact me with any questions regarding our proposal.

Sincerely,

A handwritten signature in black ink that reads "F. Michael Faha".

Mike Faha
Principal, GreenWorks, PC

(503)970-1363
Mikef@greenworkspc.com

GREENWORKS

PEOPLE + NATURE BY DESIGN

PRIME CONSULTANT - LANDSCAPE ARCHITECTURE AND ENVIRONMENTAL PLANNING



GreenWorks specializes in sustainable landscape architecture and environmental design, with a team of 19 professionals dedicated to connecting people with nature while protecting and enhancing natural resources. Since 1987, we have successfully guided communities across the Pacific Northwest through complex planning efforts that balance budgets, aesthetics, maintenance, and environmental needs. Our experience includes master planning for parks, trails, and open spaces; developing management protocols; and designing projects that restore ecological function while serving community priorities. For the City of Ontario, we bring specific expertise in creating resilient greenspaces that thrive in arid environments by prioritizing efficient water use, stormwater absorption, shade creation, and habitat restoration. Our services span sustainable and resilient design, natural resource planning and enhancement, habitat restoration, green infrastructure, water quality and stormwater design, public involvement, visual communication, cost estimating, and permitting support—providing the City with a comprehensive and qualified partner to deliver an actionable and enduring Greenspace Master Plan.

FIRM INFORMATION

FIRM PROFILE

Organization Type: C-Corp
Years in Business: 38
Employees: 19
Roles: Landscape Architects and Designers; Support Staff

OFFICE LOCATION

110 SE Main Street, Suite 100
Portland, Oregon 97214
Phone: 503-222-5612
Fax: (503)222-2283
Website: greenworkspc.com

PRIMARY PROJECT CONTACT

Mike Faha, PLA, ASLA
Principal, GreenWorks, PC
(503)970-1363
mikef@greenworkspc.com

GREENWORK'S TEAM

Mike Faha | Principal-In-Charge | Landscape Architect
Professional Landscape Architect in Oregon (242)

Role: As Principal-in-Charge, Mike will provide high-level oversight, ensure alignment with the City's goals, and guide the project team to deliver an inspired and implementable master plan. Mike brings more than 40 years of experience leading parks, open space, and community planning projects across the Pacific Northwest, with an emphasis on sustainable design, water efficiency, and climate resilience.

Matt Piccone | Project Manager | Landscape Architect | Resilience Planner
Professional Landscape Architect in Oregon (1160)

Role: Matt will serve as the day-to-day Project Manager, coordinating all aspects of the project from initiation to completion. With 19 years of experience managing complex planning and design projects, Matt specializes in community-driven processes that balance environmental stewardship with practical implementation. His role will include overseeing schedule and budget, facilitating collaboration with City staff and the consultant team, and ensuring that deliverables meet the highest standards.

Andrew Holder | Landscape Designer

Role: Andrew will provide project support throughout the duration of the Greenspace Master Plan, assisting with research, design development, and preparation of deliverables. With 22 years of experience in landscape architecture and planning, Andrew contributes technical expertise and design insight to ensure the project reflects both ecological goals and community priorities.

RELEVANT PROJECT EXPERIENCE

See Pages 6- 8

PLANIT GEO

SUB CONSULTANT - URBAN FORESTRY EXPERTS



PlanIT Geo, Inc. is an urban forestry consulting and software firm with a mission to map the world's urban forests for a greener future by integrating experience with cutting edge technology and planning for urban forestry, parks, and arboriculture. PlanIT Geo has been in the urban forestry business since its establishment by CEO Ian Hanou in 2012 and has expanded to over 45 employees in 2025. PlanIT Geo provides contractual services including tree inventories and risk assessments using TreePlotter™ software, urban forest and risk tree planning, vulnerability analysis, tree inventory and management software, land cover mapping (LiDAR/multispectral imagery), tree canopy assessments, GIS analysis, and i-Tree studies. Over 500 communities, nonprofits, and state/local governments throughout the United States, Canada, the United Kingdom, and Australia have utilized our team to perform tree inventories, write tailored management plans, and conduct tree canopy assessments.

PLANIT GEO'S TEAM

Alexandria Hancock | Director of Urban Forestry Consulting

Chris Peiffer | Director of Urban Forestry Strategy

Morgan Garner | GIS Manager

Hannah Gregory | GIS Analyst

TJ Wood | Director of Field Services

RELEVANT PROJECT EXPERIENCE

See Page 9 - 10

PLANIT GEO CERTIFICATIONS

URBAN FORESTERS

ISA CERTIFIED ARBORISTS

ISA TRAQ QUALIFIED

URBAN FORESTRY PROFESSIONALS

ECONORTHWEST (OPTIONAL TEAM MEMBER)

SUB CONSULTANT - ECONOMIC ANALYSIS



For 50 years, policymakers and business leaders have trusted ECONorthwest to inform the complex issues that shape communities. ECONorthwest has worked with a diverse range of over 2,000 public, private, non-profit, and foundation clients in the United States and around the world to craft effective and feasible solutions. We work at the intersection of neighborhoods and highways. Of development and conservation. Of poverty and prosperity. The choices we make at these intersections matter. To help guide your decisions, we've built a team of experts in economics, urban planning, public policy, finance, demography, geography, and sociology. Rooted in economics, our interdisciplinary expertise lights the way to a broader understanding of how policy choices affect peoples' lives.

TEAM ORGANIZATION



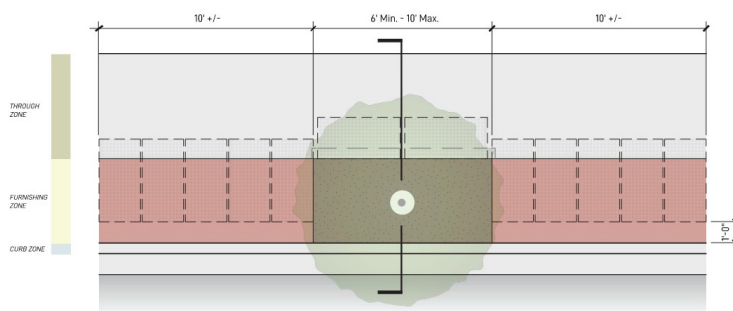
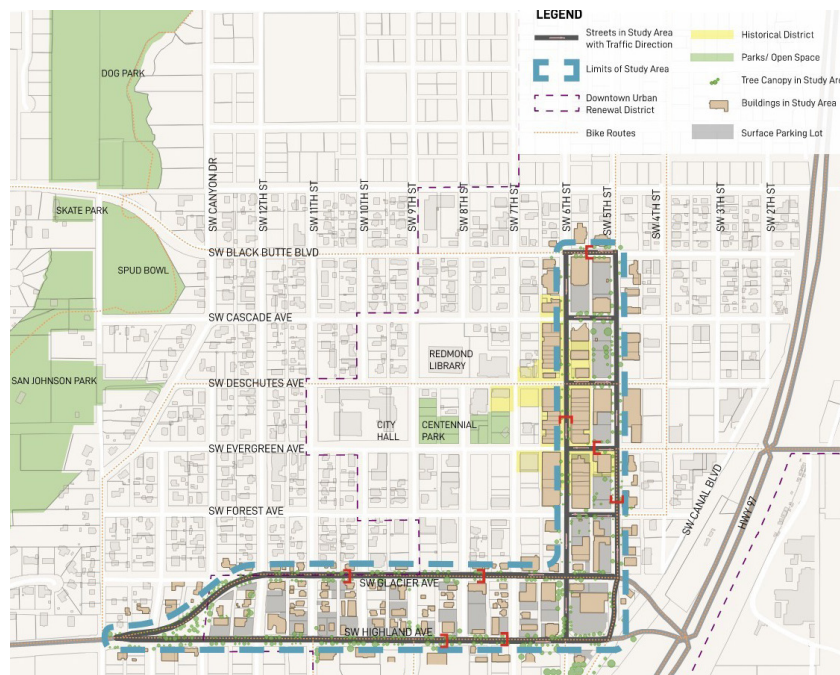
SECTION 2 Related Work & Experience

REDMOND TREE CONSULTING PLAN

City of Remond (Remond, OR)

03/2025 - Ongoing | GW as Prime

The City of Redmond has engaged GreenWorks to explore strategies to enhance its urban tree canopy and address pavement heaving associated with street tree plantings in the downtown area. As with many cities across the United States, planting, establishing, and maintaining urban trees in challenging conditions has historically been difficult. Increasing occurrences of drought and extreme heat events are further stressing trees, complicating efforts to ensure their long-term health and survival. Urban trees play a crucial role in moderating local climate conditions and enhancing the attractiveness and economic vitality of business districts compared to developments with fewer trees. Given the importance of a thriving urban canopy to the city's vitality, and the challenges associated with successful tree establishment – implementing effective planting and soil strategies at the time of installation is critical to avoid costly remediation in the future.



BOTHELL URBAN FOREST MANAGEMENT PLAN

City of Bothell (Bothell, WA)

02/2025 - Ongoing | PlanIT Geo as Prime | GW as a Sub-Consultant

GreenWorks is leading the development of an Urban Forest Management Plan (UFMP) for the City of Bothell to guide the long-term care and expansion of the City's tree canopy. The project integrates a citywide tree canopy assessment and street tree inventory with an in-depth review of existing policies, ordinances, and regional best practices. Using GIS analysis and benchmarking, the plan identifies opportunities and vulnerabilities in Bothell's urban forest and provides clear strategies for planting, maintenance, and canopy growth.

The planning process emphasizes collaboration and inclusivity, engaging City staff, community partners, and the public through surveys, meetings, and outreach campaigns. Internal engagement ensures alignment with City protocols and budgets, while external engagement builds community support and stewardship—critical given much of Bothell's canopy is on private land.

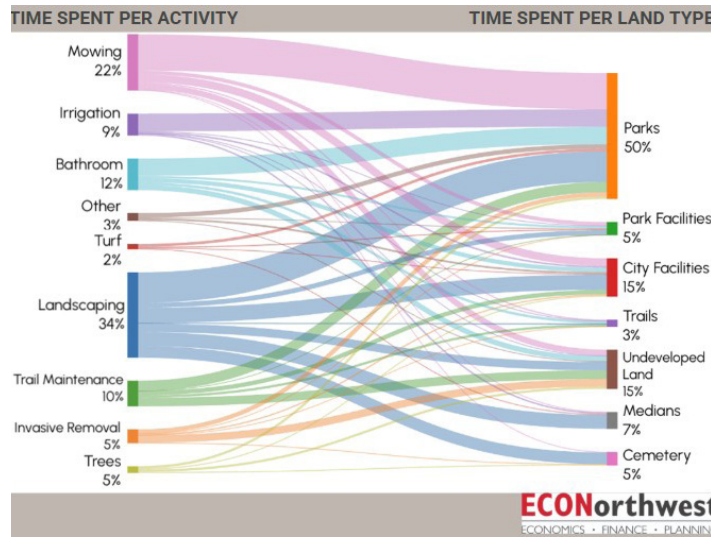
The resulting plan establishes a 20-year framework with measurable canopy goals, implementation strategies, and monitoring tools. Deliverables include an ordinance evaluation, a "Right Tree, Right Place" guide, and an implementation roadmap that advances equity, climate resilience, and sustainability for Bothell's urban forest.

CAMAS PARKS AND OPEN SPACE MANAGEMENT PLAN

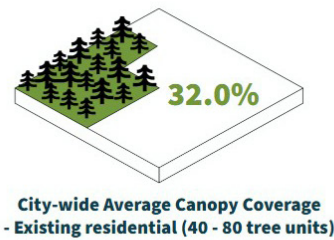
City of Camas Parks and Recreation (Camas, WA)

10/2023 - 08/2024 | GW as Prime | PlanIT Geo as a Sub-Consultant

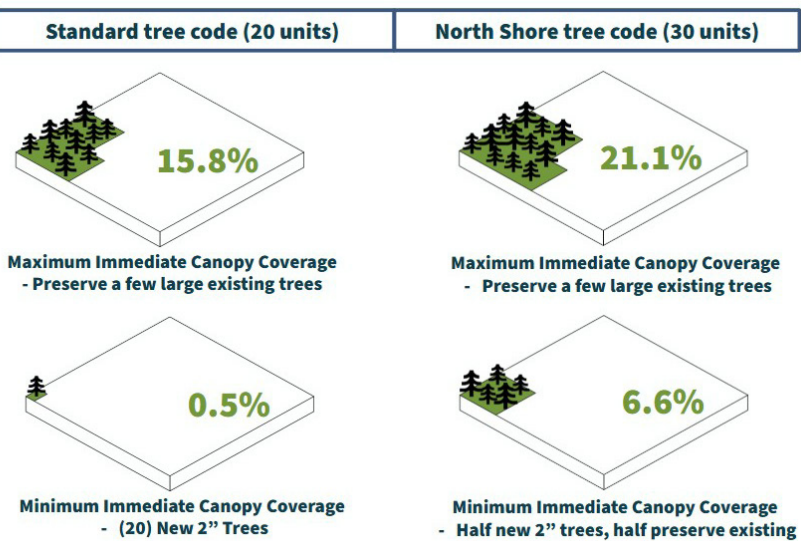
GreenWorks led a multidisciplinary consultant team in the execution of a Parks and Open Space Management Plan (POSMP) for the City of Camas. The POSMP will serve as a management and decision-making tool for the City to efficiently and cost effectively maintain and enhance the natural resources of its parks and open spaces to best serve the community. The project team worked with City staff to review and assess opportunities to optimize staff use, training and partnerships, and implement best practices to maximize the City's resources. They analyzed the tree canopy and other vegetation and identified opportunities to increase the resiliency and equity of park property in the face of a changing climate. The effort included public outreach and education to communicate the value of open space management to the community.



Visualizing Code to Identify Short-Term and Long-term Tradeoffs



Potential Development



OSU CASCADES CAMPUS

Oregon State University (Bend, OR)

03/2024 - Ongoing | GW as Prime

GreenWorks is partnering with the campus master architect to assist OSU in campus-wide studies, decision making, phasing, and site design strategies to implement their master plan. They developed a Landscape Application Guide that describes a campus-wide approach for establishing a natural landscape across their campus. It includes recommendations around intended aesthetics, plant selection and establishment, grading, weed suppression, irrigation, soils, and water management in order to work towards an implementable, low-maintenance, adaptive landscape that is educational and ecologically healthy.

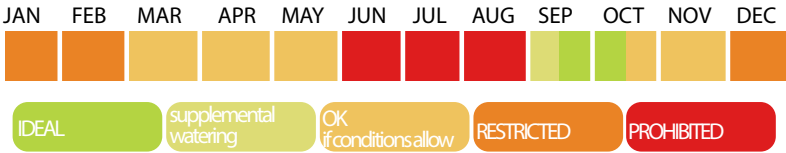


Installation

Plant Installation Timelines:

Time of year is critical for ensuring plant establishment and durability:

- Fall: October - Late September to Early October is ideal. Early September is okay with supplemental watering. November Okay if conditions allow.
- Spring: March - May Okay if conditions allow
- Summer: June - August Prohibited
- Winter: December - February Restricted



PENDLETON URBAN FOREST MANAGEMENT/ MASTER PLAN

City of Pendleton (Pendleton, OR)

12/2024 - Ongoing | PlanIT Geo as Prime | GW as a Sub-Consultant

GreenWorks is collaborating with PlanIT Geo and the City of Pendleton to develop an Urban Forest Management and Master Plan that provides a long-term framework for the City's urban forestry program. The project includes a full tree inventory and canopy analysis to assess existing conditions and identify opportunities for new tree plantings. The plan will establish best management practices for maintaining and expanding the urban forest, provide recommendations for species selection, and align tree ordinances and policies with community goals. GreenWorks is contributing expertise in policy review, community engagement, and implementation strategies to ensure the plan reflects local values and promotes equitable distribution of trees across Pendleton.

E.7) Goal and Action Framework

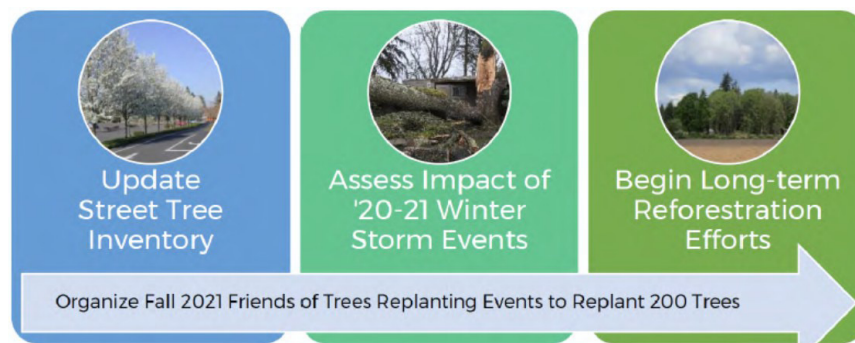


URBAN FORESTRY MANAGEMENT PLAN, TREE INVENTORY, AND CANOPY ASSESSMENT

City of Wilsonville (Wilsonville, OR)

04/2020 - 12/2021 | PlanIT Geo as Prime

The UFMP provided an integrated approach to preserving, sustaining, diversifying, and regenerating Wilsonville's urban forest into the future. The Plan includes goals and objectives, an inventory (2,400 trees by PlanIT Geo) and assessment, strategies, implementation actions, and monitoring—accomplished through strategic partnerships and community outreach. While the Plan addresses the entire City, it also has two special focus areas: Charbonneau and Town Center. Recommendations in the Plan address issues and topics specific to the urban forest in these areas—such as the 800 mature northern red oaks in Charbonneau in various states of health and impacts to infrastructure. A better understanding was gathered from an in-depth inventory of these trees. The Plan provides recommendations derived from analyses of the 24,000+ street tree inventory completed in 2018. To complete the objectives, the project consisted of extensive research, City staff workshops, existing data analyses, benchmarking research, virtual community meetings, public surveys, photo contests, website content on Let's Talk, Wilsonville!, and a systematic audit to inform goals, strategies, and actions.

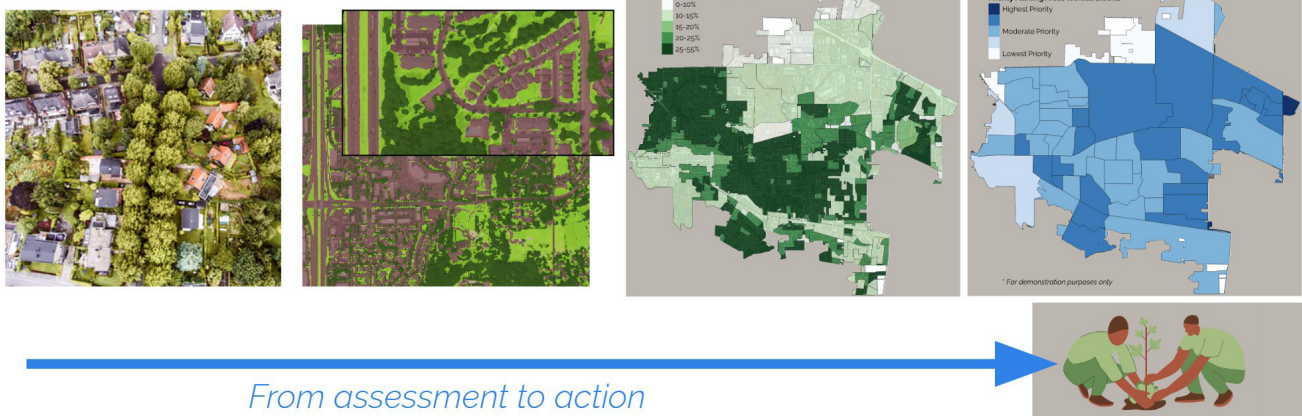


URBAN FORESTRY MANAGEMENT PLAN, PHASE 1 AND CANOPY ASSESSMENT

City of Hillsboro (Hillsboro, OR)

11/2022 - 09/2023 | PlanIT Geo as Prime

The Phase 1 Urban Forest Management Plan ("Phase 1", "Urban Forest Study" or "Study") for Hillsboro identified key issues, shared priorities, and opportunities to optimize resources and opportunities. The urban forestry consultants completed staff and stakeholder consultations to understand workflows, concerns, and successes; benchmarking research to establish baseline conditions and compare to analogous communities and industry standards; and a comprehensive urban forest audit to rank Hillsboro's urban forest management that will provide the metrics for launching an urban forest management plan and other necessary projects in the future as determined by the City. Most recently, the City is in the process of hiring their first ever Urban Forester as a result of this project.



URBAN FORESTRY MANAGEMENT PLAN, TREE INVENTORY, AND CANOPY ASSESSMENT

City of Vancouver (Vancouver, WA)

10/2022 - 11/2023 | PlanIT Geo as Prime

The update to the 2007 UFMP included a research deep dive, analyses of public tree inventory data, analyses of the tree canopy assessment to provide recommended canopy goals and targets, internal stakeholder surveys and meetings, and extensive external stakeholder surveys with 30 individuals representing 25 unique organizations or agencies. In addition, public engagement through meetings, surveys, and presentations to the Urban Forestry Commission were conducted. The in-person public meeting gathered input and feedback on the challenges facing trees, the primary tree issues, benefits, priority areas for tree planting, input on the vision for the UFMP, and considerations for the draft goals and strategies. Meetings and presentations were held through the City's SEPA and CTED processes for plan adoption. On October 23, 2023 the Plan received unanimous approval by City Council for adoption.

Climate Change Vulnerability Ratings for Northwest Urban Trees

Table Key:		
Urban Adaptability:	Zone Suitability:	Vulnerability:
+ High: Species may perform better than modeled	✓ Suitable	▼ Low: Suitable zone, high adaptability
● Medium	✗ Not Suitable	● Low-moderate: Suitable zone, medium adaptability
- Low: Species may perform worse than modeled		⊕ Moderate: Suitable zone, low adaptability or zone suitable, high adaptability
		○ Moderate-high: Zone not suitable, medium adaptability
		△ High: Zone not suitable, low adaptability

Table 8. Climate vulnerability and suitability of urban trees in the Pacific Northwest (Source: Climate Change Response Framework, NIACS)

Common Name** (Alphabetized)	Urban Adaptability	HEAT ONLY		HEAT & HARDINESS	
		Zone Suitability	Vulnerability	Zone Suitability	Vulnerability
Aleppo pine	●	✓	●	✓	●
Alleghany serviceberry	+	✓	▼	✓	▼
American basswood	●	✓	●	✗	○
American beech	●	✓	●	✓	●
American elm	●	✓	●	✓	●
American hornbeam	+	✓	▼	✓	▼
American smoke tree	●	✓	●	✗	○
American sycamore	●	✓	●	✓	●
American witch-hazel	●	✓	●	✗	○
Amur maackia*	+	✓	▼	✗	⊕
Apricot	●	✓	●	✗	○
Arizona cypress	●	✓	●	✓	●

APPROACH AND SCOPE

The Greenworks + PlanIT Geo Consulting Team aims to provide services that will drive the analysis and inform the planning process - ultimately supporting the implementation of a long-term plan for greenspace resilience. Our approach is designed to ensure Ontario's management plan is built on solid data, collaborative input, and tailored feasible solutions. Bringing together the City, GreenWorks, and PlanIT Geo, this approach identifies what's working, what's missing, and what needs to change to enable Ontario to transition from a vulnerable, high-cost urban forest to one that is resilient and delivers broad community benefits. By grounding every step in quantitative research, analysis, and real-world comparisons, combined with meaningful outreach to city staff and the general public, we aim to help the City maximize its return on investment and proactively address environmental and human challenges through smart, intentional actions.

Combining PlanIT Geo's data analysis; national expertise; and on the ground arborist abilities with GreenWorks' regional knowledge; design, planning, and implementation experience; and ability to solicit and synthesize public and city feedback, we propose the following potential detailed scope to achieve the City's resilience and adaptation goals:

Task 1: PROJECT MANAGEMENT

1.1 Kickoff Meeting and Site Visit

- Plan and conduct a kickoff meeting with the City to review project scope and schedule, clarify project expectations and communication protocols.
 - This meeting could take place in person, in Ontario and could be used to explore representative parks, open spaces, trail sites, and adjacent public areas together.

1.2 Bi-Weekly Client Meetings

- Conduct bi-weekly meetings with the City via videoconference to coordinate and provide updates or address questions.

1.3 Team Coordination

- Coordinate the consultant project team on the tasks, direction, technical aspects, and key milestones toward successful project completion.

1.4 Project Workplan and Schedule

- Develop a project roadmap that outlines the process and goals.
- Develop a project schedule that includes major milestones and engagement dates, durations and timing for each task, and adjust and revise as needed to align with project progress and city-based events.
- Scoping of detailed recommendation efforts in Task 4 based on surveys, goals, analysis, and City priorities.

1.5 Request for Information

- Organize and submit request to the City to collect all relevant information, plans, and data upfront to inform the rest of the process.

1.6 Invoicing

- Prepare monthly invoices with progress reports.

Task 2: COMMUNITY AND STAFF ENGAGEMENT

2.1 Engagement Plan

- Prepare a Draft Engagement Plan, then meet with City staff to review and receive feedback.
- Finalize the Engagement Plan based on City feedback.
- The primary public engagement venue is assumed to be a public Open House Meeting in Ontario. This meeting will include:
 - Information sharing regarding existing conditions and challenges.
 - Receiving feedback from attendees on the goals and values that will form the basis of the Master Plan.

- Receiving feedback from attendees on where and how the City prioritizes resources and spending for capital improvements and management of parks and open spaces.
- It is assumed that those who cannot attend the Open House Meeting in person will have the opportunity to participate virtually for a two-week period after the meeting by reviewing the same materials, with the same opportunity for providing comments and asking questions. This could be hosted on the City website and use a city-based or 3rd party survey tool.

2.2 Internal and Public Surveys

- Prepare, host, and analyze an online survey to be sent to City staff to understand potential goals, challenges, and opportunities regarding City Greenspaces.
- Prepare, host, and analyze an online survey to be sent to the general public to understand potential goals, challenges, and opportunities regarding City Greenspaces.

2.3 Interview City Staff Regarding Priorities and Context

- Plan and conduct learning sessions with a focus group of City staff to generate feedback that will help shape recommendations for management, policies, and implementation. These can touch on specific topics that come out as priorities to address from the surveys.
- The learning sessions could include leadership and field staff from Public Works , Street Maintenance, Water Treatment, Wastewater Treatment, Community Development, and/or Finance.
- Feedback from operations staff will help us understand the priorities and challenges of the current operations and management program for greenspaces. The sessions will also give us insight into the cultural, historical, political, and budgetary context that will inform the master plan and implementation plan.

2.4 Open House Meeting

The final Public Engagement Plan will determine the specific engagement activities, but for this proposal the engagement is assumed to include the items below.

- Prepare for and conduct a two-hour Open House Meeting at a City facility or local school. This meeting will include an overview presentation and time for attendees to review and provide feedback on presentation boards, including the opportunity for one-on-one conversation with the project team and City staff.
- The City will promote the meeting in advance to encourage as much participation as possible.
- Prepare a draft agenda for review by the City Project Manager, then finalize the agenda in advance of the meeting.
- Prepare presentation boards for several stations to share potential goals and objectives, existing tree canopy information, existing conditions of City greenspaces, challenges the City experiences regarding greenspaces, and relevant operations and capacity information, with the means to receive and record comments.
- Prepare content for an online version of the meeting presentation that will allow the public to provide feedback and ask questions for up to two weeks after the meeting.
- Prepare a brief summary memorandum of the feedback received and other takeaways from the meeting.

2.5 Presentation to City Council

- Prepare a draft Power Point presentation regarding the Open House Meeting and the public feedback for review by the City Project Manager, then finalize the presentation based on comments received.
- Conduct a virtual presentation to City Council.

Task 3: TREE INVENTORY AND CANOPY ASSESSMENT

3.1 Map City-Wide Urban Tree Canopy and Changes Over the Last 10 Years

- Conduct a comprehensive urban tree canopy assessment of all tree canopy within the city limits to better understand current conditions of tree canopy, rate of change in urban tree canopy due to development and growth, its distribution and ecosystem service value, and the tree canopy potential for the study area.
- Includes mapping the City's land and tree canopy cover, QA/QC of derived data, analysis of canopy cover and change in canopy cover, estimation of possible plantable space within various planning scales, tree equity analysis, an accuracy assessment following protocols developed by the U.S. Forest Service, and a project report.
- Break down canopy changes by any geography available, from census block groups down to parcels and anything in between.

3.2 Collect City-Owned Tree Inventory

- Assess individual existing trees on the indicated 49 acres of City-owned property (a provided count of around 800 trees) for species, size, health, maintenance and clearance needs, and input data into TreePlotter.
- This assessment will cover trees in various City-owned-spaces, including parks, cemeteries, public rights-of-way, water and wastewater treatment plants, city hall, community development center, fire station, and public works facilities.

3.3 Vulnerability Assessment and Canopy Recommendations

- Analysis of tree species and vulnerabilities, such as urban forest and habitat susceptibility to climate change, to uncover risks and opportunities. The "Sister Climate City Analysis" process will match Ontario with a city whose current climate resembles Ontario's projected future, generating recommendations and tree species proven effective elsewhere.
- Identify strengths and weaknesses in the tree canopy cover based on existing conditions and change over time.
- Provide industry standard recommendations, as well as novel ideas, for improving tree canopy cover within the city boundary, with specific recommendations focusing on city properties.
- Provide comparison tree lists to highlight adaptable species to influence recommended tree lists.

Task 4: GREENSPACE GOALS AND RECOMMENDATIONS

4.1 Review Existing Plans, Reports, Guidelines and Summarize Relevant Information

- Review and summarize previous or draft plans, reports, and guidelines that City staff will share with the consultant team. This will be part of the basis for describing the status of the existing park and open space system.

4.2 Develop Goals and Priorities

- In collaboration with the City, and based on feedback received from the public and City staff, develop high-level goals and identify more specific priorities for the City's greenspaces.
- These goals could influence further research and exploration as part of this scope, as well as priorities for the implementation plan.

4.3 Develop Greenspace Recommendations

- Develop recommendations for specific interventions and general best practices that address resilience across the natural systems in the City's greenspaces. Planning for climate change will be a primary focus, and other topics may include outdoor recreation, education, habitat and plant communities, water conservation, stormwater management, pest control, wildfire prevention, and other means of supporting the ecosystem and societal services that parks, open spaces, and the urban tree canopy provide.

- Provide recommendations for design, installation, and maintenance practices.
- Provide recommendations for adjustments to planning documents and municipal code to align with the goals and recommendations of this plan.
- Could include a deep dive assessment of a specific topic of interest – i.e. street section recommendation diagrams, priority area planting plans, or downtown street tree succession/diversification plan.

Task 5: IMPLEMENTATION PLAN

5.1 Prioritization

- Depending upon the goals and desired outcomes of the final documents, the team will work with the city to create a prioritized list of site improvements, updated operational practices, and/or a decision-making framework with key success metrics to help guide decisions moving forward.
- This plan will address phasing that account for dependencies, priorities, and available resources.
- It could also identify potential partnerships and funding sources to help implement the work over time and build future capacity and stewardship

5.2 Maintenance and Staff Priorities

- Based on the results of the tree inventory and vulnerability assessment, the team will identify priority trees for maintenance, removal, and replacement in order to shift towards long-term resilience and adaptation, as well as prioritize public safety.
- Depending upon existing City data, this task could also include recommendations for shifting staff time to better focus on long-term goals of the plan.

5.3 Draft Greenspace Master Plan

- Prepare a draft Master Plan by synthesizing all information developed under previous tasks, including the canopy assessment, tree inventory, operations feedback, and goals and priorities.
- The draft plan will include recommendations and implementation strategies. This will be a comprehensive master plan that encapsulates the City's long-term vision for its parks and open spaces.
- The City, Council, and/or other key stakeholders will review this draft and provide comments and suggested revisions.

5.4 Final Greenspace Master Plan with Recommendations and Implementation Strategies

- Make final revisions to the Master Plan based on comments received.
- Provide electronic versions of the final Master Plan and supporting Appendices and presentations to the City.

AVAILABILITY

GreenWorks has the staff capacity and proven systems in place to provide the City of Ontario with responsive services throughout the duration of the Greenspace Master Plan. With a team of 19 professionals, including licensed landscape architects, designers, and technical staff, we are well-positioned to dedicate the necessary resources to this project. Our Portland-based office provides close access to Ontario, and our team's structure allows us to remain flexible and responsive to project needs as they arise.

Mike Faha, Principal-in-Charge, will provide high-level oversight and ensure alignment with the City's goals. Matt Piccone, Project Manager, will serve as the primary day-to-day contact and will coordinate closely with City staff to ensure timely responses, clear communication, and delivery of all project milestones. Andrew Holder will provide additional project support, assisting with research, graphics, and deliverable preparation to maintain steady progress and quality throughout the project.

GreenWorks maintains an efficient project management framework to support availability and responsiveness. Weekly internal project management meetings ensure proper staffing, while project-specific coordination meetings and regular check-ins with the City will keep the project on schedule and within budget.

PAST PERFORMANCE

GREENWORK'S PAST EXPERIENCE

Ontario Transportation Systems Plan Update (Ontario, OR)

Sub consultants to Kittelson & Associates

Principal-In-Charge: Mike Faha

Project Manager: Andrew Holder

GreenWorks worked with Kittelson & Associates to update the City of Ontario's Transportation Systems Plan, with a goal to improve walking and biking conditions as well as access to public transportation in the community. As part of this project GreenWorks focused on a visioning master plan for East Idaho Avenue, a commercial corridor on US 30 which serves as a primary entry to the city from Idaho. We laid out multi-use path routes to improve walking and biking access into and through the corridor, and to provide connections to a future riverfront park and path system. The primary move was to shift the main bike and pedestrian routes off the busy highway to enhance their safety and attractiveness. Adding physical protection where the route joins the highway to cross bridges at either end of the corridor will also increase user safety and comfort.

Because of the high visibility of this corridor, we proposed gateway features and enhanced planting to welcome visitors (and returning residents) to the city and state, as well as to create a strong visual identity for Ontario. The Refinement Area Plan also included wayfinding recommendations and a scenic overlook plaza with views over the Snake River.

PAST PERFORMANCE WITH SUB-CONSULTANTS

GreenWorks has built strong partnerships with both PlanIT Geo and EConorthwest, bringing together complementary expertise to deliver holistic and impactful planning outcomes. With PlanIT Geo, we have collaborated on multiple urban forestry projects, including the Pendleton Urban Forest Management and Master Plan, the Camas Parks and Open Space Management Plan, and the Bothell Urban Forest Management Plan and Oak Harbor. These efforts combine PlanIT Geo's advanced canopy analysis and tree inventory tools with GreenWorks' strengths in community engagement, policy review, and implementation strategies—resulting in plans that are both technically rigorous and rooted in local values.

In parallel, our work with EConorthwest has focused on integrating economic and policy analysis into park, open space, and natural resource planning. Joint projects such as the Camas Parks and Open Space Management Plan, Klamath River Renewal Co. Feasibility Study, the Lower Snake River Dams Recreation Benefits Study, and the Barton Park Complex Master Plan have demonstrated how EConorthwest's expertise in economics, public policy, and demographics complements GreenWorks' design and planning practice. Together, these collaborations allow us to deliver projects that balance environmental resilience, community benefit, and financial feasibility—ensuring lasting and equitable impacts.

APPENDIX

Resumes A2

References A18

Certificate of Nondiscrimination..... A20

CD-511 Form..... A21

Tax Compliance Statement..... A22



Mike Faha, PLA, FASLA, LEED AP

Principal | Landscape Architect



Mike is a professional landscape architect who partners with municipalities, agencies, and institutions to create livable communities. A pioneer of sustainable landscape architecture and stormwater management in the Pacific Northwest, Mike believes that good design addresses economic, ecological, and social needs. With nearly 40 years of experience leading multidisciplinary teams to design complex green stormwater parks, transportation, and natural resources projects, Mike knows how to anticipate problems before they arise, saving his clients time, money, and resources. Mike collaborates with agencies and organizations of all sizes to develop design guidelines, manuals, and handbooks for stormwater, green infrastructure, transit, streetscapes, and parks.

EDUCATION

Bachelor of Science, Oregon State University

YEARS EXPERIENCE

40 (GreenWorks since 1987)

REGISTRATIONS

Professional Landscape Architect in Oregon (242)

CERTIFICATIONS

LEED Accredited Professional

PROFESSIONAL AFFILIATIONS

Fellow of the American Society of Landscape Architects (FASLA), Member and Past President, OR Chapter

Urban Greenspace Institute, Board Member

High Desert Horticulture Center, Board Member

RELEVANT PROJECT EXPERIENCE

Drake Park and the Deschutes River Trail, Bend Park and Recreation District (Bend, OR), *Principal in Charge*

GreenWorks led a multi-disciplinary team designed 3,000ft of trail including 900ft of boardwalk to enhance usage of Mirror Pond along the Deschutes River in downtown Bend. The team repaired failing stabilization systems along the bank, expanded beach access at Drake Park, addressed mobility and ADA issues, and bolstered habitat to create a safer and more enjoyable destination. GreenWorks prepared a riparian planting plan to create habitat and address erosion issues along the banks, completed 100% design drawings, and supported the project through construction.

Fanno Creek Greenway Trail, Oregon Department of Transportation (Tigard, OR), *Principal in Charge*

GreenWorks joined a multidisciplinary team to design four segments of Tigard's 15-mile Fanno Creek Trail passing through natural areas and requiring the impact mitigation of wetlands and vegetated corridors. The design included a new 1.7-mile shared-use pathway built in accordance with state, regional, and national standards.

Reed's Crossing Greenway Trail, Newland Real Estate Group (Hillsboro, OR), *Principal in Charge*

GreenWorks collaborated with civil engineers and the developer, Newland Communities, to design the heart of this development, the 23-acre greenway. The greenway includes 12 acres of stormwater treatment facilities, a multi-use trail network, public plazas, and a nature education area. A variety of planting types are displayed throughout the greenway from wetland habitat to oak savannah and meadows.

Pendleton Urban Forest Management/Master Plan, City of Pendleton (Pendleton, OR), *Principal in Charge*

Metro Liveable Streets Trail Design Guidelines, Metro (Portland, OR), *Principal in Charge*

Ontario Transportation Systems Plan Update, City of Ontario (Ontario, OR)

Sandpoint Downtown Revitalization, City of Sandpoint (Sandpoint, ID), *Principal in Charge*



Mike Faha, PLA, FASLA, LEED AP

Principal | Landscape Architect

PROFESSIONAL RECOGNITION

Bend Mirror Pond Boardwalk,
ACEC OR Grand Awd, 2025

Wade Creek Park, ASLA
Oregon Honor Awd, 2023

Wade Creek Park, State Land
Board Stream Awd, 2023

APWA Natl Indiv Sustainable
Practices Awd, 2016

APWA OR Indiv Sustainable
Practices Awd, 2015

Cascade Ave Streetscape,
ASLA OR Merit Awd, 2015

Zidell Yards Grn Infrastruct,
ASLA Natl Honor Awd, 2014

OSU - Cascades Landscape Design guidelines, Oregon State University (Bend, OR), *Principal in Charge*

Redmond Tree Consulting Plan, City of Redmond (Redmond, OR), *Principal in Charge*

Sisters City Hall Firewise/Waterwise Landscape, City of Sisters (Sisters, OR), *Principal in Charge*

Independence Park System Master Plan Update, City of Independence (Independence, WA), *Principal in Charge*

Graham Oaks Nature Park and Trails, METRO (Wilsonville, OR)

CWS Low Impact Development (LIDA) Design Guidelines, Clean Water Services (Washington County, OR)

River Terrace Corridor Landscape Design Guidelines, City of Tigard (Tigard, OR), *Principal in Charge*

Kellogg Creek Dam Habitat Restoration, City of Milwaukie (Milwaukie, OR), *Principal in Charge*

Cascade Avenue (US 20), ODOT (Sisters, OR), *Principal in Charge*

Hermiston 2nd Avenue Gateway, City of Hermiston (Hermiston, OR), *Principal in Charge*

Hermiston Festival Street, City of Hermiston (Hermiston, OR), *Principal in Charge*

Hood River Waterfront Park, Port of Hood River (Hood River, OR)

PBOT 2035 Design Guidelines, City of Portland (Portland, OR)

Kellogg Creek Habitat Restoration, City of Milwaukie (Milwaukie, OR), *Principal in Charge, Project Manager*

Cimmaron Park, Hermiston Parks and Recreation (Hermiston, OR), *Principal in Charge*

Eastbank Crescent, Portland Bureau of Environmental Services (Portland, OR), *Principal in Charge*



Matt Piccone, PLA

Project Manager | Landscape Architect |
Resilience Planner



Matt is a professional landscape architect who works to ensure that places are healthy, pleasant, and resilient for all life. In addition to his experience in landscape design, he specializes in integrating resilient and regenerative design and planning into a wide range of projects encompassing parks, open spaces, and urban development. Matt is a systems-thinker and can apply his knowledge and experience to assessing a community's needs and challenges across master plans, system plans, design guidelines, and site design. He is experienced at developing decision making tools and metrics, creating and analyzing surveys, and creating clear messaging and presentations about project goals, proposals, and outcomes.

EDUCATION

Bachelor of Architecture,
Carnegie Mellon University

YEARS EXPERIENCE

19 (GreenWorks since 2023)

REGISTRATIONS

Professional Landscape
Architect in OR (1160)

CERTIFICATIONS

- CLARB (since 2022)
- AIA Resilience and Adaptation
- UNEP: Nature-Based Solutions for Disaster and Climate Resilience
- Emerge: Strategic Leadership for the Sustainable Building Community

EXPERTISE

- Site Planning and Design
- Master Planning
- Urban Design
- Public Parks and Open Space
- Greenways and Trails
- Natural Resources Planning and Design
- Resilience Planning
- Project Management
- Construction Administration
- Community Engagement
- Design Guidelines and Metrics

RELEVANT PROJECT EXPERIENCE

Design Response to Climate Change, Seattle Parks and Recreation (Seattle, WA), *Landscape Architect, Resilience Planner*

GreenWorks assisted Seattle Parks & Recreation on a study that will guide both new park development and retrofits to existing sites in response to climate mitigation, adaptation, and resiliency. The project team developed a toolkit for park designers that is grounded in science and proven in the field. It includes updated standards for details and specifications, as well as recommendations for plant palettes and tree species that promote carbon sequestration and increased resilience to climate change

Camas Legacy Lands Master Plan, City of Camas (Camas, WA), *Landscape Architect, Resilience Planner*

GreenWorks is leading a multidisciplinary consultant team to oversee the delivery and execution of a Legacy Lands Master Plan. The City of Camas has preserved land surrounding Lacamas Lake for conservation of riparian zones, wetlands, and forested lands along with preserving public access to recreational opportunities. This Master Plan will provide a vision for this regional park asset, and a framework for the phasing and partnership opportunities of park development projects on Legacy Lands.

Oak Harbor Urban Forest Management Plan, City of Oak Harbor (Oak Harbor, WA), *Project Manager, Landscape Architect, Resilience Planner*

Independence Park System Master Plan Update, City of Independence (Independence, WA), *Project Manager, Landscape Architect*

Camas Parks and Open Space Management Plan, Camas Parks and Recreation (Camas, WA), *Project Manager, Landscape Architect, Resilience Planner*

Pendleton Urban Forest Management/Master Plan, City of Pendleton (Pendleton, OR), *Project Manager, Landscape Architect, Resilience Planner*

Bothell Urban Forest Management Plan, City of Bothell (Bothell, WA), *Project Manager, Landscape Architect, Resilience Planner*

Oregon State University - Cascades Campus, Oregon State University (Bend, OR), *Project Manager, Landscape Architect, Resilience Planner*

Bellingham Parks, Recreation, and Open Space Plan, City of Bellingham (Bellingham, WA), *Landscape Architect, Resilience Planner*



Andrew Holder

Senior Associate | Landscape Designer



Andrew is a landscape designer driven to work with public agencies, private developers, and other design professionals to realize the unique vision of every client. He helps projects succeed by keeping the big picture at the forefront of his process while staying rooted in constructability and attention to detail. Andrew has worked on a variety of project types and scales for public agencies, health providers, public schools, higher education, commercial and residential developers, and private energy producers. He balances creative skills in planting design, concept sketching, and traditional and digital illustration with technical skills in grading and detailing. He brings a detailed focus to on-site construction administration to ensure project success.

EDUCATION

Bachelor of Landscape Architecture, University of Oregon

Bachelor of Arts, Visual Design, University of Oregon

YEARS EXPERIENCE

22 (GreenWorks since 2018)

EXPERTISE

- Site Planning and Design
- Public Parks and Open Space
- Greenways and Trails
- Natural Resources Planning and Design
- Urban Design
- Transit-Oriented Dev.
- Regulatory Compliance
- Project Management
- Construction Administration

RELEVANT PROJECT EXPERIENCE

Camas Downtown Street Tree Succession Plan, City of Camas, (Camas, WA), *Project Manager, Landscape Designer*

The City of Camas boasts beautiful tree-lined streets downtown which create a unique sense of place and provide economic, environmental, and social benefits for the community. GreenWorks developed a plan for the City that identified key obstacles and challenges, and recommendations to preserve the character of downtown through the strategic replacement of the existing tree canopy over time. The plan diversifies the species and age of the trees and identifies best practices for maintaining their health and increasing their longevity.

Stormwater & Resilient Urban Trees, APWA OR Chapter Conference Presenter - *Landscape Designer*

GreenWorks prepared a comprehensive presentation on Growing Trees in Constrained Rights-of-Way for Stormwater Management and Ecological Health for the APWA OR Chapter Conference, and for other audiences including the City of Tigard. This presentation compiled field tested research to promote healthy street tree canopies that thrive in the urban environment. It includes the following topics: stormwater management using street trees; suspended pavement options to achieve large soil volumes; common components of stormwater trees; case studies for different stormwater tree applications; tree well design; tree species selection.

Boeckman Road Corridor, City of Wilsonville (Wilsonville OR), *Project Manager, Landscape Designer*

South Lacamas Creek Trailhead Improvements, Camas Parks and Recreation (Camas, WA), *Project Manager, Landscape Designer*

Sandpoint Downtown Revitalization, City of Sandpoint (Sandpoint, ID), *Project Manager, Landscape Designer*

Errol Heights Street Improvements, City of Portland Bureau of Transportation (Portland, OR), *Project Manager, Landscape Designer*

Pendleton Bus Barn, City of Pendleton (Pendleton, OR), *Project Manager, Landscape Designer*

Ontario Transportation Systems Plan Update, City of Ontario (Ontario, OR), *Project Manager, Landscape Designer*



ALEXANDRIA HANCOCK

Director of Urban Forestry Consulting, PlanIT Geo

Alex is an ISA Certified Arborist with a background in urban planning, urban forestry, and sustainability. She is experienced in tree canopy cover analysis, climate action planning, zoning and land use planning, and public policy. Alex has a Bachelor's of Urban Planning and earned her Master's in Forest Resources and Conservation with a Graduate Certificate in Geospatial Analysis while working full-time as a City Planner.

Her most recent role as Sustainability Coordinator and Certified Arborist for the City of St. Petersburg, FL, Alex focused on programs for climate resilience, clean energy, waste reduction, environmental justice, and urban forestry. She was on a team that developed, published, and is implementing the Integrated Sustainability Action Plan (ISAP), which emphasizes equity as a primary focus of planning for a sustainable and resilient future. As a result of their work, the City was awarded as one of the 25 winning cities in the American Cities Climate Challenge. Alex completed St. Petersburg's first tree canopy analysis, which includes an historical vegetation analysis and ecosystem benefits calculated per City Council district. As a member of her local City Beautiful Commission's Urban Forestry Committee in St. Petersburg, Alex helped to develop a Citizen Forester program and recruited highly talented community members to inventory trees on public and private property.

Since joining the PlanIT Geo team, Alex has been applying these experiences and skill sets to support the development of urban forest management plans for communities. Specifically, she is directing the integration of urban forestry into sustainability planning for communities through public engagement, staff consultations, policy analysis, and plan development.

EDUCATION

Master of Science in Forest Resources and Conservation

University of Florida, 2017

Graduate Certificate in Geospatial Analysis

University of Florida, 2017

Bachelor of Urban Planning

University of Cincinnati, 2011

PROFESSIONAL
CERTIFICATIONS

Certified Arborist International Society of Arboriculture, FL-9582A

Graduate, Municipal Forestry Institute, 2022

RELEVANT
PROJECTS

Camas, WA | Parks and Open Space Management Plan, 2023-2024 (In progress)

Marysville, OH | Urban Forest Management Plan, 2023 (In progress)

Alex serves as team lead for the Marysville's UFMP, which included a research deep dive, staff surveys and meetings, analyses of existing tree inventory and canopy assessment data, benchmarking research, community engagement with public meetings and



PLANIT GEO RESUME

a survey, an urban forest audit, and strategies and recommendations relating to maintenance, planting, canopy goals, ordinances, funding, and program structure.

Westminster, CO | Urban Forest Management Plan, 2023-2024 (In progress)

Alex supported the development of City of Westminster's UFMP by completing a tree ordinance review with recommendations using industry standards, best management practices, and a benchmarking exercise that compared Westminster's code with five other cities in the region. Alex also implemented an assessment of the canopy cover in the City's open spaces and calculated an estimate of trees the City manages in open spaces based on urban tree canopy cover data.

San Leandro, CA | Trees Master Plan, 2022-2024 (In progress)

The Trees Master Plan includes an updated inventory of 20,000+ street trees and 2,000 park trees to develop strategies for a healthy and resilient tree canopy. Equity was centered throughout all phases of the development of the Tree Master Plan, including incorporation of racial equity and indigenous practices, soliciting community engagement and input, and assessments of tree canopy alongside social vulnerability. The Plan makes the benefits of an urban tree canopy accessible to all neighborhoods, especially those with residents that are lower-income and communities of color. Alex led the TMP's stakeholder and community engagement, and completed a Sister Climate City Assessment along with benchmarking to guide the update of a draft recommended tree species list.

Fort Worth, TX | Urban Forest master Plan, 2023

The Urban Forest Master Plan ("UFMP", "Plan") was initiated by the City of Fort Worth—with support from Texas Trees Foundation (TTF) and donors—as a multifaceted approach for enhancing the urban forest, creating a proactive tree maintenance schedule, strengthening community resilience, implementing actions to address urban heat, and ensuring that public trees and their associated benefits are distributed equitably throughout the City. PlanIT Geo's role in this project's engagement was as a planning subconsultant to TTF, providing assistance in the interviewing of Internal Stakeholders, and External Focus Groups. Together, a shared vision for the City's urban forest was developed along with goals and the strategies that will create long-lasting impacts. Alex's role also included a thorough review of the City's municipal ordinances relating to trees and management of the urban forest, making recommendations using industry standards, best management practices, and benchmarking findings.

Winter Haven, FL | Urban Forest Management Plan, 2022

As a subconsultant to NRPS, Inc. Legacy Arborist Services (LAS), PlanIT Geo provided an analysis of public tree inventory data and the planting site inventory (collected by LAS) to develop data-driven strategies for the UFMP. Alex led the majority of project tasks in this UFMP process. The project included guidance for the reformation of the Urban Forestry Advisory Board, a tree ordinance evaluation with recommended draft language, a routine maintenance, planting, and removal program, an emergency preparedness plan, public outreach strategies, and public meetings. In addition, an interactive Story Map was prepared.

Lakeway, TX | Tree Preservation Code Update, 2022

PlanIT Geo provided technical assistance to the City of Lakeway for developing a new

PLANIT GEO RESUME



centralized tree preservation ordinance. Alex worked directly with the City Forester to conduct a comprehensive analysis of existing code, ordinances, policies, and procedures. A benchmarking exercise reviewed ordinances from other relevant cities, and those results along with industry standards and best management practices contributed to the final recommendations. The final ordinance 28.09.020 Tree Protection was adopted on December 19, 2022.

Edmonds, WA | Public Engagement for Tree Code Amendment Project, 2022

This project was initiated by the City of Edmonds to gather public and stakeholder input on the tree-related ordinances with a robust public engagement strategy. The results of the engagement informed the City on the potential changes to private tree ordinances in the future. The public outreach strategy guided public meetings, stakeholder workshops, a public survey (with translation services), and a final report with public presentations.

Issaquah, WA | Urban Tree Canopy Targets, Benchmarking, and Monitoring, 2022

PlanIT Geo assisted the City in identifying canopy targets as the City explored the feasibility and practicality of a citywide canopy goal of 55% (up from 51%). A methodology was developed to track and adjust canopy goals to grow a sustainable urban forest. To develop the canopy goals, extensive benchmarking research was conducted for analogous communities and cross-examined with industry standards, best practices, and research. The canopy targets and methods for tracking are being considered for the Department's ordinances and processes.

Deland, FL | Tree Inventory, 2022

As an ISA Certified Arborist (FL-9582A), Alex participated in the City of Deland's inventory of public trees during the summer of 2022. In one week, Alex identified and recorded over 550 trees using TreePlotter INVENTORY software.

Fremont, CA | Urban Forest Management Plan, 2022

Fremont's Urban Forest Management Plan includes a tree inventory and canopy analysis which provide a basis for long-range planning of the City's urban forest. Alex contributed to the management plan's data analysis, municipal ordinance review, and community outreach efforts. Using the City's Master Tree Species List, which was expanded using a Sister City Climate analysis, Alex created a user-friendly Tree Selection Tool for Fremont. The tool expanded the functionality of the original spreadsheet to include a series of questions that illustrate tree species selection scenarios. Based on the user's answer to a question, the Tree Species Tool was developed to auto-populate the appropriate tree species.

Lakewood, WA Tree Preservation Code Update with Canopy Goals, 2022

PlanIT Geo was a subconsultant to BERK Consulting in this project that updated the City of Lakewood's tree preservation ordinances and set canopy goals and targets. PlanIT Geo provided subject matter expertise regarding urban forestry industry standards, best management practices, and tree canopy data. The code evaluation and best practice research addressed the range of tree types in Lakewood including Garry Oaks and other species of deciduous and evergreen trees. The process included staff interviews, presentations and meetings to the City's ad-hoc committee for tree



PLANIT GEO RESUME

preservation, ordinance review, canopy assessment, canopy goal setting scenarios and priority planting areas, and final recommendations for ordinance changes and canopy goals.

Alex presented tree canopy data and urban forestry policy information to the City's Tree Advisory Board during a series of Ad Hoc Committee meetings, with interactive discussion of code recommendations and tree canopy goals. The recommendations were presented to the Planning Commission and City Council, and a final ordinance was adopted in November of 2022. View the press release [here](#).

Saratoga Springs, NY Tree Inventory and Urban Forest Management Plan, 2022

Alex managed this Urban Forest Management Plan process, which created a vision for the long-term forest and a strategy for how to care for the City's trees. The Plan includes an inventory of City trees and guidance for future tree maintenance, pruning rotations, removal implementation, and prioritization of workload. The Plan provides implementable strategies for the sustainability and resilience of the urban forest.

Castleton-on-Hudson, NY Tree Inventory and Urban Forest Management Plan, 2021

In this Urban Forest Management Plan, Alex managed the analysis of tree inventory data, coordination of virtual public meetings, and prioritization of future tree maintenance efforts. This Plan provides an analysis of existing conditions of the urban forest, and it serves as a guiding document for tree maintenance and budget decision-making.



CHRIS PEIFFER

Director of Urban Forestry Strategy, PlanIT Geo

Chris has been an ISA Certified Arborist since 2011 and an ISA Urban Forest Professional (formerly ISA Municipal Specialist) since 2019. He joined PlanIT Geo in 2014 as a Business Developer & Urban Forester, helping to shape the company's growth and services. In 2016, Chris established PlanIT Geo's Urban Forestry Consulting Services section, applying his expertise in urban forest planning, management, and innovation. His experience spans management planning, stakeholder engagement, ordinance evaluations, operational efficiencies, tree inventories, data analysis, program audits, risk tree management, plan writing, and project management. This includes urban forest management/master plans, tree risk management plans, tree code amendment projects, regional canopy action plans and strategies, and strategic planting plans.

In February 2024, Chris became PlanIT Geo's first-ever Director of Urban Forestry Strategy. In this role, he is accountable for senior-level project management and plan development, providing leadership across the company on industry direction, and utilizing effective methodologies and frameworks in project planning. Chris ensures the technical quality of the team's deliverables through peer reviews and mentors staff as they advance their careers. He plays a lead role in business development, including scoping and pricing proposals with the sales team, participating in project interviews, contributing content and ideas to marketing, and enhancing the overall customer experience through post-contract follow-ups. Additionally, Chris contributes to the company's and team's strategic plans, manages subcontractors on projects as needed, identifies ideal customer profiles and plan scales, and supports staff interested in hybrid roles. He also continues to play a senior leadership role in quarterly company strategy meetings and other company planning activities.

Since joining PlanIT Geo in 2014, Chris has managed or continues to manage over 60 urban forest planning projects spanning more than 20 U.S. states and with budgets totaling over \$2.5 million, engaging over 15,000 community residents and 450+ city staff representing over 100 departments. Chris is also an expert arborist and seasoned field crew manager with experience from leading tree care firms, understanding the maintenance needs, tree physiology, risk prioritization, and tree responses to proper tree care.

EDUCATION

Bachelor of Science, Urban Forestry
Pennsylvania State University (2009)

PROFESSIONAL
CERTIFICATIONS

ISA Certified Arborist & Urban Forest Professional #PD-2070AM
Graduate of 2011 Municipal Forestry Institute (MFI)
Graduate of 2023 Green Communities Leadership Institute
2013 Urban Forestry Institute

NOTABLE URBAN
FORESTRY
CONSULTING
PROJECTS

Issaquah, WA Urban Forest Management Plan (PlanIT Geo)
Camas, WA Parks and Open Space Management Plan (PlanIT Geo)
Mountlake Terrace, WA Urban Forest Management Plan (PlanIT Geo)
Lakewood, WA Tree Preservation Code & Public Participation Plan (PlanIT Geo)



PLANIT GEO RESUME

Tacoma, WA Urban Forest Management Plan (PlanIT Geo)
 Renton, WA Urban Forest Management Plan 10-Year Update (PlanIT Geo)
 Lakewood, WA Tree Ordinance Evaluation (PlanIT Geo)
 Durango, CO Urban Forest Management Plan (PlanIT Geo)
 Boynton Beach, FL Public Tree Inventory Report (PlanIT Geo)
 Winter Haven, FL Urban Forest Management Plan (PlanIT Geo)
 Wilsonville, OR Urban Forest Management Plan (PlanIT Geo)
 Hillsboro, OR Phase 1 Urban Forest Management Plan (PlanIT Geo)
 Fremont, CA Urban Forest Management Plan (PlanIT Geo)
 Concord, CA Urban Forest Management Plan (PlanIT Geo)
 San Leandro, CA Tree Maintenance Plan (PlanIT Geo)
 La Crosse, WI Urban Forest Management Plan (PlanIT Geo)
 Marysville, OH Urban Forest Management Plan (PlanIT Geo)
 Grand Junction, CO Urban Forest Tree Count and Appraisal Study (PlanIT Geo)
 Westminster, CO Urban Forest Management Plan (PlanIT Geo)
 Saratoga Springs, NY Urban Forestry Management Plan (PlanIT Geo)
 Castleton-on-Hudson, NY Community Forest Management Plan (PlanIT Geo)
 Los Banos, CA UFMP Tree Ordinance Review and Revision (PlanIT Geo)
 Lakeway, TX Tree Ordinance Development (PlanIT Geo)
 Weston, MA Public Tree Maintenance Plan (PlanIT Geo)



MORGAN GARNER

GIS Manager, PlanIT Geo

Morgan has a background in GIS analysis, geologic field mapping, hydrogeology, geochemistry, and natural resource management. She has experience extracting high-quality data from long-term research projects, applying spatial data to support environmental and resource management initiatives, and delivering prompt and high-quality technical reports. Morgan joined the Geospatial team in 2022 as a GIS Specialist but has more recently moved up to a GIS Urban Forestry Analyst to provide technical expertise to urban tree canopy assessments, overseeing quality assurance/quality control (QA/QC) of land cover data, and management of GIS data sets. Her passion is translating technical data into beautiful reports that makes urban forestry metrics accessible to all.

Prior to Plan-IT Geo, Morgan was a Research Associate at Clemson University, where she led the analytical team and directed diverse client-driven research projects by evaluating environmental data of raw materials. While in school, she interned with the Georgia Tree Council to share her knowledge and passion for urban tree care by promoting the health and diversity of the nation's urban canopy.

EDUCATION	Master of Science in Geosciences Georgia State University, 2019
	Bachelor of Science in Geosciences Georgia State University, 2017
PROFESSIONAL CERTIFICATIONS	ArcGIS Pro Foundation 2101, Esri, 2022
RELEVANT PROJECTS	A Forecast Analysis of Possible Planting Scenarios in Garland Texas, 2023 Served as the lead GIS analyst to derive urban tree canopy, current possible planting area, and urban tree canopy change (2012-2020) metrics throughout Garland's 57 square mile municipality. She derived four unique potential planting scenarios that explored potential development trends, target canopy cover goals, and the amount of canopy required to achieve those targets (in both acres and number of trees planted). She recommended maintenance methodologies to ensure the optimal growth and establishment of trees during their initial three to five years post-planting. (Link report)
	Fairfax, Virginia Tree Canopy Assessment, 2023 Morgan visualized urban forestry metrics by creating assessment maps at various geographic planning scales. She presented the City with an encompassing report that illuminated the distribution of urban tree canopy (UTC), potential planting areas (PPA), and UTC change over time. Additionally, Morgan evaluated the quality of Fairfax's canopy by interpreting inventory data of invasive species.



Orlando, Florida UTC Assessment StoryMap, 2023

Morgan introduced the metropolitan of Orlando (119 square miles) to a comprehensive ArcGIS Online StoryMap, offering an immersive visualization of the area's tree canopy dynamics. This custom interactive digital platform contained imagery sliders, dynamic web maps, and embedded external multimedia content. Additionally, the StoryMap provided a temporal view, revealing trends in canopy alterations and changes in surface temperature from 2012 to 2021. (<https://arcg.is/09vWGb0>)

Hillsboro, Oregon UTC Assessment & Report, 2023

Morgan compared land cover datasets from the City of Hillsboro to measure canopy change over the last decade (from 2011, 2019, and 2021). Morgan authored a two-page fact sheet to analyze correlations and trends in tree canopy and socio-demographic indicators to prioritize new tree plantings in effort to promote environmental equity. Morgan also compared canopy metrics to that of nearby cities to evaluate the City's greenspaces in comparison to other municipalities in the Pacific Northwest region.

Lexington-Fayette, Kentucky UTC Assessment and Change Analysis, 2022

Morgan performed remote sensing classification of land and canopy cover of the city. She extracted vegetated areas unsuitable for plantings, such as baseball fields and golf courses. By collaborating with the city, she has ensured the accuracy of land cover classes and performed QA/QC on newly planted residential trees and trees that were obscured in the shadows of large buildings. Going a step further, Morgan designed detailed report cards for each of the seven City Council Districts, offering a comprehensive analysis comparing the extent of green infrastructure (like parks and trees) to grey infrastructure (like roads and buildings), thereby providing essential data to guide the city's future urban planning decisions.

Santa Clara Valley Urban Forestry Alliance, 2023

Morgan collaborated with the County of Santa Clara Office of Sustainability to develop an intricate ArcGIS Online StoryMap tailored for Santa Clara County, California, which spans an expansive 1,304 square miles. This state-of-the-art digital storytelling platform delves deep into the myriad environmental challenges that Santa Clara County grapples with, including pressing issues like drought conditions, urban heat island effects, and changing hydrological patterns. Beyond simply highlighting these challenges, the StoryMap offers a comprehensive evaluation of how enhancing and financially supporting green infrastructure can serve as a viable solution. With its interactive maps, rich multimedia content, and cohesive narrative, this StoryMap is a valuable resource for stakeholders, policymakers, and residents seeking insight into the county's environmental landscape and potential mitigation strategies.

<https://storymaps.arcgis.com/stories/1a4413e0ca1e48c5973ca87d6d59fdcf>

Urban & Community Forestry Grant from the North Carolina Forest Service, 2022-2023

Morgan worked as the prime GIS contact for a multi-city assessment throughout the state of North Carolina. She locating specific areas of environmental inequity by acquiring several socioeconomic, demographic, and accessibility data sources were analyzed at the census block group scale. She evaluated the benefits and functions provided by the tree canopy and calculated the ecosystem benefits (value provided and dollars saved) for over 10 North Carolina cities in the past two years.

(Link a recent report)



HANNAH GREGORY

GIS Analyst - Geospatial Services

Hannah has a background in analyzing and implementing geospatial urban forestry projects at the university, nonprofit, and municipal scale. Her expertise includes conducting tree inventories, performing urban tree canopy assessments, urban forest and arboricultural management planning, and oversight of various environmental and climate-related GIS projects. Hannah joined PlanIT Geo in September 2023.

At PlanIT Geo, Hannah supports the geospatial services team in conducting UTC and land cover assessments and delivering accurate reporting of the results. Before her role at PlanIT Geo, she worked as Indiana University’s inaugural Tree Technician, managing the university’s geospatial tree inventory and management initiative. Furthermore, she served as a GIS & Research Associate at IU’s Environmental Resilience Institute and formerly held the position of Forestry Director at CanopyBloomington, a nonprofit based in Indiana.

EDUCATION

Bachelor of Science in Environmental Science (BSES),
Indiana University School of Public and Environmental Affairs | May 2019

PROFESSIONAL CERTIFICATIONS

Certified Arborist, International Society of Arboriculture, #IN-3691A

GEOSPATIAL PROJECT EXPERIENCE

Port of Bellingham, WA - UTC Assessment FactSheet (2025)
Analyzed tree canopy data and produced a custom three-page fact sheet that highlighted five subareas under the Port’s jurisdiction and prioritized them based on stormwater mitigation and urban heat island effect.

Pittsburg, CA - UTC Report & Storymap (2025)
Wrote a comprehensive canopy assessment report and developed an interactive StoryMap that revealed the distribution of tree canopy, potential planting areas and planting prioritization, and canopy change over time for selected geographic planning scales.

Larimer County, CO - Woody Biomass Analysis (2024)
Conducted a comprehensive analysis of woody biomass across Larimer County by integrating high-resolution canopy data with broad-scale USFS datasets. Developed and launched an interactive Woody Biomass Estimate Dashboard, enabling stakeholders to assess biomass, canopy cover, and project feasibility at the local level to support wildfire mitigation efforts.

High Plains Arboretum, WY - Tree Inventory (2024)
Executed a comprehensive tree inventory at the High Plains Arboretum in Cheyenne, Washington, utilizing TreePlotter software to map and manage tree data, while overseeing quality assurance for species identification and conducting detailed tree health assessments.



TJ
WOOD

Director of Field Services
ISA Certified Arborist: RM-7676A, Tree Risk Assessment Qualification

PROFESSIONAL
SUMMARY

TJ directs PlanIT Geo's tree inventories and other field services. He has provided project management for 200+ tree inventories ranging from South Florida to the Pacific Northwest. These inventories, mitigation reports, and risk assessments have accounted for over 2 million trees in urban settings across the country. TJ graduated with a degree in Landscape Architecture and is proficient with landscape design and planting plan process. He speaks at conferences across the country and demonstrates best practices while in the field. He has over 14 years of experience performing and managing tree inventories and has been an ISA Certified arborist for 10+ years.

EDUCATION

B.S. Landscape Architecture
Colorado State University, 2013

PROFESSIONAL
CERTIFICATIONS

International Society of Arboriculture: Certified Arborist #RM-7676A
International Society of Arboriculture: Tree Risk Assessment Qualification

MEMBERSHIPS/
AFFILIATIONS

International Society of Arboriculture - Rocky Mountain Chapter

FEATURED
PROJECT

- Concord, CA (2024)**

Inventory Project Manager for 72,000 trees and plantings sites within public rights-of-way, parks, and privately maintained trees. TJ managed 9 Tree Inventory Specialists/Technicians and set daily routes and expectations. This project paved the way for an Urban Forest Management Plan and has provided detailed insights on publicly and privately managed trees.
- Honolulu, Hawaii (2024)**

Inventory Project Manager for 60,000 trees within public rights-of-way and parks across the island of Oahu. TJ managed 9 Tree Inventory Specialists/Technicians and set daily routes and expectations. This project paved the way for an Urban Forest Management Plan and has provided detailed insights on publicly managed trees. Over 250 tropical species were identified throughout the course of this inventory.
- Manchester, NH (2024)**

Inventory Project Manager for 40,000 trees within public rights-of-way, parks, trails, and private property sampling. TJ managed 9 Tree Inventory Specialists/Technicians and set daily routes and expectations. This inventory will feed into a green infrastructure master plan and provide valuable insights on privately maintained trees throughout Manchester.
- Miami-Dade County Parks (2023)**



PLANIT GEO RESUME

Inventory Project Manager for 53,000 trees within hundreds of MDC managed parks. TJ managed 9 Tree Inventory Specialists/Technicians and set daily routes and expectations. This is an ongoing project set to continue in 2025 and expand into county rights-of-way after completion of parks properties.

Fremont, CA (2020)

Inventory Project Manager for 100,000 trees and plantings sites within public rights-of way and parks. TJ managed 9 Tree Inventory Specialists/Technicians and set daily routes and expectations. This project will be completed by August 2020 and could have more than 100,000 features mapped. All inventory data will be used to inform a management plan in 2021.

Prince George's County, MD (2017 - 2018)

Inventory Project Manager for 176,000 trees within public rights-of way managed by the county. TJ managed 6 Tree Inventory Specialists/Technicians and set daily routes and expectations. Over 68,000 level 2 risk assessments were performed for this project on 2,000+ linear roadway miles. This is an ongoing project with the county and newly planted trees will be added to the database and planting practices will be audited.

Longview, WA (2018)

Inventory Project Manager for the collection of 12,000 trees and 4,000 planting spaces in Longview's street rights-of-way and park system. All work was completed in less than two months with a crew of three ISA Certified Arborists.

Charlotte, NC (2018)

Inventory Project Manager for the collection of 20,000 right-of-way trees. Managed a crew of 4 ISA Certified Arborists. Each oak (*Quercus* species) above 20 inches in diameter was sounded for internal decay and had a level 2 risk assessment performed.

**OTHER INVENTORY
PROJECTS AND
TREE COUNTS**

Troy, NY: 11,000 trees

Bozeman, MT: 10,000 trees

Audubon Zoo/Park, New Orleans, LA: 3,500 trees

Annapolis, MD: 5,000 trees

St. Charles County, MO (2016): 4,400 trees

West Virginia University, WV: 2,300 trees

Valencia Reserve, FL: 3,000 trees,

Deerfield Beach, FL: 1,700 trees

Sanford, FL: 2,000 trees

Columbia Association, MD: 1,900 trees

Rock Springs, WY: 4,000 trees

Green River, WY: 2,100 trees

Lakeway, TX: 3,000 trees

Highlands Garden Village, CO: 400 trees

Hunter Douglas Corporate Campus, CO: 600 trees

Jehn Engineering/Outdoor Design Group, CO Mitigation Assessments: 5 sites with 200 trees

Sedalia, MO: 1,800 trees

Spring Hill Cemetery, WV: 1,500 trees



MARK BUCKLEY, PH.D

Partner and Project Director

Dr. Mark Buckley leads the natural resource practice at EConorthwest, designing and managing economic analyses typically involving water resources and land management. The majority of his work focuses on improving the efficiency of investments in watersheds and water resources, including integrated planning, restoration, conservation, and damage recovery. Mark works as part of interdisciplinary teams, typically for federal as well as state and local agencies, including USFS, USEPA, BLM, DOI, NOAA, Puget Sound Partnership, Oregon Department of Forestry, and Washington Department of Ecology. His recent work includes leading benefit-cost analyses, demand assessments, and funding strategies for Oregon Department of Forestry's Habitat Conservation Plan and Forest Management Plan, the US Forest Service recreation investments in Central Oregon, and Deschutes County and Chehalem Park and Recreation District for campground feasibility. Mark serves as an expert advisor to Oregon Parks and Recreation Department for the Statewide Comprehensive Outdoor Recreation Plan and funding subcommittee.

EDUCATION

- » Ph.D., Environmental Studies (Economics focus), University of California, Santa Cruz
- » B.A. Economics, Davidson College

AREAS OF EXPERTISE

- » Environmental Economics
- » Natural Resource Economics
- » Public Financing
- » Outdoor Recreation
- » Water Quality
- » Water Supply
- » Forest Management
- » Wildfire
- » Climate Change Adaptation and Mitigation
- » Environmental Markets and Incentives



RELEVANT EXPERIENCE

Friends of the River | Sites Reservoir Analysis | CA | Ongoing

Evaluating the cost impacts of environmental regulatory requirements for the proposed Sites Reservoir, including implications for water utility rates, household affordability, and overall ratepayer burden.

Washington Department of Fish and Wildlife | Net Ecological Gain Phase 2 | WA | Ongoing

Supporting Phase 2 of WDFW's Net Ecological Gain initiative by developing an implementation framework with cost analysis, data requirements, and regulatory pathways to integrate ecological standards into Washington's land use, development, and environmental laws.

Washington State Recreation and Conservation Office | Lower Snake River Dams Recreation Benefit Study | WA | 2025

Led recreation economics and demand analysis for the Lower Snake River Dams study, evaluating baseline conditions, future visitation patterns, and infrastructure needs to inform USACE planning under a free-flowing river scenario and support equitable, data-driven recreation investments.

Oregon Department of Forestry | Forest Management Plan Analysis | OR | 2025

Provided technical services for Oregon Department of Forestry, including analysis of ecosystem services, recreation, and economic and social benefits, to aid in developing a Western Oregon Forest Management Plan and Implementation Plans for Habitat Conservation Plan strategies.

GREENWORKS REFERENCES

Trang Lam

Port of Camas-Washougal | CEO

(360)835-2196 | trang@portcw.com

**Camas Parks and Open Space
Management Plan**
Camas, WA

Jarrold Penttila

OSU Cascades | Associate Director of Capital Planning and Construction

(541)706-2163 | jarrod.penttila@osucascades.edu

**OSU-Cascade Landscape
Architect Guidelines**
Bend, OR

Dan Cummings

City of Ontario | City Manager

(541)889-7684 | dan.cummings@ontariooregon.org

Sandpoint Downtown Revitalization
Sandpoint, ID

Cameron Colvin

City of Bothell | Planner for Community Development

(425)806-6430 | Cameron.Colvin@bothellwa.gov

**Bothell Urban Forest
Management Plan**
Bothell, WA

Maria Ramirez

City of Redmond | Natural Resources Program Manager

(541)504-2003 | Maria.ramirez@redmondoregon.gov

**City of Redmond Downtown
Plan Update**
Redmond, OR

PLANIT GEO REFERENCES

Kerry Rappold

City of Wilsonville | Natural Resources Program Manager

(503)570- 1570 | rappold@ci.wilsonville.or.us

**UFMP, Tree Inventory, and Canopy
Assessment**
Wilsonville, OR

Steve Gulgren

City of Hillsboro | Project Manager

(503)615- 6536 | Steve.Gulgren@hillsboro-oregon.gov

**UFMP, Phase 1, and Canopy
Assessment**
Hillsboro, OR

Charles Ray

City of Vancouver | Urban Forester

Charles.Ray@cityofvancouver.us

**UFMP, Tree Inventory, and Canopy
Assessment**
Vancouver, WA

Attachment B
Certificate of Non-Discrimination

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency shall not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a veteran-owned business, or an emerging small business that is certified under ORS 200.055.

By signature of the authorized representative of the proposer, the proposer hereby certifies to City of Ontario that this proposer has not discriminated, and will not discriminate, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a veteran-owned business, or an emerging small business in awarding a subcontract, and, further, that if awarded the contract for which this bid or proposal is submitted, will not so discriminate.

Date: August 28th, 2025

Signature: Mike Faha

Printed or Typed Name: Mike Faha

Name of Firm: GreenWorks PC

FORM CD-511

(REV 1-05)

CERTIFICATION REGARDING LOBBYING

U.S. DEPARTMENT OF COMMERCE

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, 'New Restrictions on Lobbying.' The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

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

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

* NAME OF APPLICANT

Miek Faha

* AWARD NUMBER

2025-09-29

* PROJECT NAME

City of Ontario Greenspace Master Plan

Prefix:

* First Name:

Middle Name:

Mike

* Last Name:

Suffix:

Faha

* Title: Principal

* SIGNATURE:

Mike Faha

* DATE:

08/28/2025

Attachment C
Tax Compliance Statement

The undersigned represents and warrants that the firm identified below (the "Firm") has complied with the tax laws of the State of Oregon (and all applicable political subdivisions of the State of Oregon), including, without limitation, those tax laws described in ORS 305.380(4) (individually and collectively, the "Tax Laws"). The Firm will comply with the Tax Laws during the term of an agreement with City, if any. The undersigned certifies, under penalty of perjury, that the Firm is, to the best of the undersigned's knowledge, not in violation of any Tax Laws.

Date: 08/28/2025

Signature: Mike Faha

Printed or Typed Name: Mike Faha

Name of Firm: GreenWorks

10/28/25

Corinna Hysell | *Assistant to the City Manager*
City of Ontario
444 SW 4th St.
Ontario, OR 97914
541-881-3248

Re: Ontario Greenspace Master Plan

Landscape Architectural Services Proposal – Project No. 240097.1

Dear Corinna,

Thank you for the opportunity to provide you with this proposal for the Ontario Greenspace Master Plan. We are excited about the possibility of working with you and your team to provide the City with an implementable plan for tree canopy improvements - backed by detailed analysis, industry best practices, and community values and input.

We make the following proposal for your consideration and acceptance. See attached Task and Fee sheet for associated costs.

Project Scope and Deliverables

Task 1: PROJECT MANAGEMENT

1.1 Kickoff Meeting

- Plan and conduct a virtual kickoff meeting with the City to review project scope and schedule, clarify project expectations and communication protocols.

1.2 Client Coordination Meetings

- Conduct bi-weekly meetings with the City via videoconference to coordinate and provide updates or address questions.

1.3 Team Coordination

- Coordinate the consultant project team on the tasks, direction, technical aspects, and key milestones toward successful project completion.

1.4 Project Workplan and Schedule

- Develop a project roadmap that outlines the process and goals
- Develop a project schedule that includes major milestones and engagement dates, durations and timing for each task, and align with relevant city-based events.
- Scoping of detailed recommendation ("Deep Dive") efforts based on other project tasks - surveys, goals, analysis, and City priorities

1.5 Request for Information

- Organize and submit a request to the City to collect all relevant information, plans, and data upfront to inform the rest of the process

1.6 Invoicing

- Prepare monthly invoices with progress reports.

TASK 1 DELIVERABLES:

- Monthly invoices
- Action item summaries
- Project Workplan
- Project Schedule

TASK 1 ASSUMPTIONS:

- All meetings and correspondence will be virtual unless specifically noted otherwise
- Client will coordinate and summarize staff feedback and schedule availability as appropriate

Task 2: COMMUNITY AND STAFF ENGAGEMENT

2.1 Engagement Plan

- As part of the Workplan, team will prepare a Draft Engagement Plan, then meet with City staff to review and receive feedback.
- Establish members of the Technical Advisory Committee (**TAC**) that will serve as a sounding board on goals, priorities, and messaging, and review draft content to provide feedback.
 - It is assumed that it will be a mix of City Staff, Parks Committee members, and people involved in relevant representative organizations and institutions.
- Finalize the Engagement Plan based on City feedback.

2.2 Survey Development and Analysis

- Prepare, host, and analyze an online survey to be sent to the **TAC** to understand potential goals, challenges, and opportunities regarding City Greenspaces
- Prepare, host, and analyze an online survey to be sent to the general public to understand potential goals, challenges, and opportunities regarding City Greenspaces

2.3 Technical Advisory Committee Meetings

- Plan and conduct learning sessions with the **TAC** to generate feedback that will help shape recommendations for management, policies, and implementation. These can touch on specific topics that come out as priority implementation topics to address from the surveys.
- Feedback from operations staff will help us understand the priorities and challenges of the current operations and management program for greenspaces. The sessions will also give us insight into the cultural, historical, political, and budgetary context that will inform the master plan and implementation plan.

2.4 and 2.5 Open House Meeting and Prep

The primary public engagement venue is assumed to be a public Open House Meeting in Ontario. This meeting will include:

- Information sharing regarding existing conditions and challenges.
- Receiving feedback from attendees on where and how the City prioritizes resources and spending for capital improvements and management of parks and open spaces.
- It is assumed that those who cannot attend the Open House Meeting in person will have the opportunity to participate virtually for a two-week period after the meeting by reviewing the same materials, with the same opportunity for providing comments and asking questions. This could be hosted on the City website and use a city-based or 3rd party survey tool.
- Prepare for and conduct a two-hour Open House Meeting at a City facility or local school. This meeting will include an overview presentation and time for attendees to review and provide feedback on presentation boards, including the opportunity for one-on-one conversation with the project team and City staff.
- Prepare a draft agenda for review by the City Project Manager, then finalize the agenda in advance of the meeting.
- Prepare presentation boards for several stations to share potential goals and objectives, existing tree canopy information, existing conditions of City greenspaces, challenges the City experiences regarding greenspaces, and relevant operations and capacity information, with the means to receive and record comments.
- Prepare content for an online version of the meeting presentation that will allow the public to provide feedback and ask questions for up to two weeks after the meeting.
- Prepare a brief summary memorandum of the feedback received and other takeaways from the meeting.

2.6 Presentation to City Council

- Prepare draft presentations for review by the City Project Manager, then finalize the presentation based on comments received.
- Conduct (3) virtual presentations to City Council
 - Review the analysis and engagement results
 - Review public feedback and the draft plan.
 - Plan adoption

TASK 2 DELIVERABLES:

- Engagement Plan
- Engagement summary, including survey and Open House results
- Presentation to coordinate and communicate with internal staff
- (2) Presentations to coordinate and communicate with City Council
- Presentation to coordinate and communicate with public focus group
- Presentation to coordinate and communicate with general public at Open House
- Open House boards to supplement information and collect feedback

TASK 2 ASSUMPTIONS:

- City will develop list of relevant City staff to engage as part of this process

- City will develop list of relevant community members and representatives to engage as part of this process
- City will coordinate and book venue for Open House, and provide refreshments if desired
- City will promote events via their website and social media accounts in advance to encourage as much participation as possible.
- City will host surveys, or the consultant will use Google Forms and provide links
- Presentations will be built in Google slides, but can be delivered as PDFs and Powerpoint for City record.
- City will provide any translation services if needed for print materials or outreach events.
- City will notify consultant team when content needs to be completed in order to allow for proper review times before each meeting

Task 3: TREE INVENTORY AND CANOPY ASSESSMENT

3.1 Urban Tree Canopy Analysis

- Conduct a comprehensive urban tree canopy assessment of all tree canopy within the city limits to better understand current conditions of tree canopy, rate of change in urban tree canopy due to development and growth, its distribution, and the tree canopy potential for the study area.
- Includes mapping the City's land and tree canopy cover, QA/QC of derived data, analysis of canopy cover and change in canopy cover, estimation of possible plantable space within various planning scales, tree equity analysis, an accuracy assessment following protocols developed by the U.S. Forest Service, and a project report.
- Break down canopy changes by any geography available, from census block groups down to parcels and anything in between.

3.2 Collect City-owned Tree Inventory

- Assess individual existing trees on the indicated 49 acres of City-owned property (a provided count of around 800 trees) for species, size, health, maintenance and clearance needs, and input data into TreePlotter.
- This assessment will cover trees in various City-owned-spaces, including parks, cemeteries, public rights-of-way, water and wastewater treatment plants, city hall, community development center, fire station, and public works facilities.

3.3 Vulnerability Assessment and Canopy Recommendations

- Analysis of tree species and vulnerabilities, such as urban forest and habitat susceptibility to climate change, to uncover risks and opportunities. The "Sister Climate City Analysis" process will match Ontario with a city whose current climate resembles Ontario's projected future, generating recommendations and tree species proven effective elsewhere.
- Identify strengths and weaknesses in the tree canopy cover based on existing conditions and change over time.
- Provide industry standard recommendations, as well as novel ideas, for improving tree canopy cover within the city boundary, with specific recommendations focusing on city properties.
- Provide comparison tree lists to highlight adaptable species to influence recommended tree lists.

TASK 3 DELIVERABLES:

- Urban Tree Canopy Report
- Tree Inventory input into TreePlotter
- Vulnerability Assessment Report

TASK 3 ASSUMPTIONS:

- Canopy analysis will be based on the most recently available data provided by State and Federal sources.
- Canopy analysis will be based on the agreed-upon limit of work as determined by the client before work commences.
- Tree inventory will be limited to the 800 tree maximum and will be determined by prioritization between client and consultant team.

Task 4: GREENSPACE GOALS AND RECOMMENDATIONS**4.1 Review Existing Plans, Reports, Guidelines and Summarize Relevant Information**

- Review and summarize previous or draft plans, reports, and guidelines that City staff will share with the consultant team. This will be part of the basis for describing the status of the existing park and open space system.

4.2 Develop Goals and Priorities

- In collaboration with the City, and based on feedback received from the TAC and general public, develop high-level goals and identify more specific priorities for the City's greenspaces.
- These goals could influence further research and exploration as part of this scope ("Deep Dives"), as well as priorities for the implementation plan.

4.3 Develop Greenspace Recommendations

- Develop recommendations for specific interventions and general best practices that address resilience across the natural systems in the City's greenspaces. Planning for climate change will be a primary focus, and other topics that will be included are outdoor recreation, education, habitat and plant communities, water conservation, soil strategies, irrigation, stormwater management, pest control, and other means of supporting the ecosystem and societal services that parks, open spaces, and the urban tree canopy provide.
- Provide or update tree lists with recommended species that meet the plan's goals.
- Provide recommendations for design, installation, and maintenance practices.

TASK 4 DELIVERABLES:

- Project goals and priorities memo
- Recommendations memo

TASK 4 ASSUMPTIONS:

- City will confirm goals based on TAC and public feedback and consultant team recommendations

- City and TAC will review draft list of recommendations and provide comments on which are feasible or not based on local needs, resources, capacity, and feasibility

Task 5: IMPLEMENTATION PLAN

5.1 Prioritization and Implementation Process

- Depending upon the goals and desired outcomes of the final documents, the team will work with the city to create a prioritized list of site improvements, updated operational practices, and/or a decision-making framework to help guide decisions moving forward.
- Implementation Plan will include key milestone/observation timelines, issues, corrective actions to take and when to take.
- Develop monitoring metrics to ensure the successful establishment of the newly planted trees and other prioritized implementation projects.

5.2 Maintenance and staff priorities

- Based on the results of the tree inventory and vulnerability assessment, the team will identify priority trees for maintenance, removal, and replacement in order to shift towards long-term resilience and adaptation, as well as prioritize public safety.
- A tree inventory summary report will summarize the tree inventory data by cataloging the characteristics, conditions, and management needs of Ontario's trees. The report will consider best management practices and industry standards, while realistically addressing the local operational limitations of staffing, funding, and equipment. The report will provide recommendations for advancing urban forest management and outline a phased, resource-supported approach for implementation, guided by the city's goals and future direction from leadership.

5.3 Draft Greenspace Master Plan Report

- Prepare a draft Master Plan by synthesizing all information developed under previous tasks, including the canopy assessment, tree inventory, operations feedback, and goals and priorities.
- The draft plan will include recommendations and implementation strategies. This will be a comprehensive master plan that encapsulates the City's long-term vision for its parks and open spaces.
- The City and Council will review this draft and provide comments and suggested revisions.

5.4 Final Greenspace Master Plan Report with Recommendations and Implementation Strategies

- Make final revisions to the Master Plan based on comments received.
- Provide electronic and hardcopy versions of the final Master Plan to the City.

TASK 5 DELIVERABLES:

- Inventory Assessment Report
- Master Plan and Implementation Report
 - Can include breakout appendices with standalone guidance documents – i.e. monitoring plan

TASK 5 ASSUMPTIONS:

- City to consolidate comments on draft reports from all relative parties, and send to consultant team
- Each deliverable will consist of (1) round of comments and revisions

Task 6: PROJECT CONTINGENCY**6.1 Site Visit (optional)**

- In person consultant team visit to explore representative parks, open spaces, trail sites, and adjacent public areas together with City staff.
- City could provide photos of existing conditions of important sites to support this effort in lieu of a team site visit

6.2 Deep Dive Topics

- As budget allows, the City could include a deep dive assessment(s) of a specific topic of interest that could include, but not limited to:
 - Street section recommendation diagrams
 - Priority area/site planting plans with species and layout locations
 - Downtown street tree succession/diversification plan.

6.3 Soils Analysis

- Consultant team to identify key locations and quantities for performing soil analysis in order to understand conditions for planting, amendments, and long-term maintenance
- City to organize and execute the collection of the soil samples per lab instructions, and ship samples to selected lab
- Consultant to identify the lab to be used to get relevant results
- Consultant to interpret results into amendment recommendations and other soil strategies
- Lab and shipping costs to be covered by project expenses

TASK 6 DELIVERABLES:

- **TBD**

TASK 6 ASSUMPTIONS:

- Items identified above are optional at the discretion of the client
- Discretionary items are not limited to the items above and could be developed as part of Task 1.4
- Any fees not spent as part of this Task can be utilized to supplement additional work for the other tasks with the approval of the client

Hourly Rates

This proposal is based upon the hourly rates outlined below for the current calendar year. If this proposal is accepted or work begun in the following calendar year, our fees will be revised to incorporate the billing rates then in effect. If work continues into subsequent calendar years, we reserve the right to revise and update our rates.

Greenworks

Principal	\$220.50
Project Manager IV	\$199.50
Project Manager III.....	\$170.89
Project Manager II.....	\$165.38
Project Manager I.....	\$137.81
Landscape Architect IV	\$187.95
Landscape Architect III	\$170.10
Landscape Architect II.....	\$154.35
Landscape Architect I.....	\$147.00
Landscape Designer IV	\$170.10
Landscape Designer III	\$133.35
Landscape Designer II.....	\$120.75
Landscape Designer I	\$105.00
Administration.....	\$154.35

PlanIT Geo

GIS Team

Project Manager	\$180.00
GIS Analyst.....	\$140.00
Project Coordinator	\$100.00
GIS Technician.....	\$120.00

Inventory Team

Director	\$230.00
Field Services Manager	\$175.00
Crew Leader	\$150.00
Tree Inventory Technician.....	\$125.00
Cost per tree inventoried.....	\$12.50

Planning Team

Project Manager	\$200.00
Planner.....	\$175.00

Fee Schedule

This total fee of **\$179,822** includes reimbursables and will be billed based on the terms of the Master Contract between GreenWorks and the City of Ontario. We are excited by this opportunity. If there are any questions or concerns about our scope of work, please do not hesitate to call.

Professional fees for the scope of work are as follows:

TASK	Greenworks	PlanIT Geo	Subtotal
1 – Project Management	\$17,562	\$6,475	\$24,036.78
2 – Community and Staff Engagement	\$28,279	\$0	\$ 28,278.60
3 – Tree Inventory and Analysis	\$3,638	\$56,225	\$59,863.25
4 – Goals and Recommendations	\$14,707	\$0	\$14,707.35
5 – Implementation Plan	\$48,497	\$16,775	\$ 65,271.88
6 – Project Contingency	\$15,901	\$4,500	\$20,401.20
Expenses	\$1,549.47	\$0 (included in Task 3)	\$1,549.47
Total	\$104,847.42	\$74,975.00	\$179,822

Sincerely,



Mike Faha, PLA
Principal
GreenWorks, P.C.
503-222-5612 | mikef@greenworkspc.com

Accepted By

City of Ontario

Signature

Date

Project Name Ontario Greenspace Master Plan
Client City of Ontario

SCHEDULE 2.1 - FEE SCHEDULE

TASK			GreenWorks, PC					PlanIT Geo				GreenWorks, PC			PlanIT Geo
			PRINCIPAL	PM 3	LA IV	LD II	ADMIN	PM	Planner	Inventory (per tree)	GIS Manager	Cost by Task	Cost by Task	Cost by Task	
			Hours (\$220.5/hr)	Hours (\$170.8875/hr)	Hours (\$187.95/hr)	Hours (\$120.75/hr)	Hours (\$154.35/hr)	Hours (\$200/hr)	Hours (\$175/hr)	Hours (\$12.5/tree)	Hours (\$150/hr)	no expenses	no expenses	no expenses	
		(Hide this row, do not edit)	GreenWorks, PC	GreenWorks, PC	GreenWorks, PC	GreenWorks, PC	GreenWorks, PC	PlanIT Geo	PlanIT Geo	PlanIT Geo	PlanIT Geo				
1.0	Task Total	Project Management	3	74	8	10	10	19	11	0	5	\$	24,036.78	\$17,562	\$6,475
8	1.1	Kickoff Meeting	1	2	1	1		1	1		1				
24	1.2	Client coordination meetings		18				6							
56	1.3	Team coordination		24	6	8		8	6		4				
16	1.4	Project Workplan and schedule		14				2							
12	1.5	Request for Information		6				2	4						
24	1.6	Invoicing and project setup	2	10	1	1	10								
2.0	Task Total	Community and Staff Engagement	2	96	12	76	0	0	0	0	0	\$	28,278.60	\$28,279	\$0
17	2.1	Engagement Plan	1	8		8									
24	2.2	Survey Development and Analysis		12	4	8									
24	2.3	Staff Interview		16		8									
40	2.4	Open House (meeting and travel)		20		20									
57	2.5	Open House (preparation)	1	24	8	24									
24	2.6	City Council Meeting(s)		16		8									
3.0	Task Total	Tree Inventory and Canopy Analysis	3	12	3	3	0	26	63	800	200	\$	59,863.25	\$3,638	\$56,225
207	3.1	Urban Tree Canopy Analysis	1	4	1	1					200				
807	3.2	Tree Inventory	1	4	1	1				800					
96	3.3	Vulnerability Assessment	1	4	1	1		26	63						
4.0	Task Total	Goals and Recommendations	4	52	16	16	0	0	0	0	0	\$	14,707.35	\$14,707	\$0
8	4.1	Review previous plans		4		4									
32	4.2	Develop goals and priorities	2	20	4	6									
48	4.3	Develop Recommendations	2	28	12	6									
5.0	Task Total	Implementation Plan	15	130	40	128	0	41	49	0	0	\$	65,271.88	\$48,497	\$16,775
42	5.1	Prioritization	2	16	8	8		4	4						
34	5.2	Maintenance Priorities & Inventory Report	2	8	4	4		4	12						
78	5.3	Greenspace Masterplan Report Draft	2	24	8	32		6	6						
37	5.4	Greenspace Masterplan Report Final	1	10	4	16		3	3						
6.0	Task Total	Project Contingency	4	48	8	44	0	12	12	0	0	\$	20,401.20	\$15,901	\$4,500
48	6.1	Site Visit (observational)		24		24									
68	6.2	Deep Dive Topic(s) (TBD)	4	16	8	16		12	12						
12	6.3	Soils Analysis		8		4									
Individual Totals (hours)			23	340	71	209	10	74	111	800	205				
Firm Totals (cost)							\$103,297.95				\$74,975.00				
1.5% Reimbursable Expenses							\$1,549.47								
Consultant Total Fee							\$104,847.42				\$74,975.00				
TOTAL FEE											\$179,822				



Schedule 4.3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shipley & Pease Insurance P O Box 928 Woodinville WA 98072	CONTACT NAME: Kim Grahm PHONE (A/C, No, Ext): (206) 519-5371 E-MAIL ADDRESS: kim@shipleyins.com FAX (A/C, No): (503) 282-3345
INSURED GreenWorks P.C. 110 SE Main St Ste 100 Portland OR 97214	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity of America (TIA) NAIC # 25666 INSURER B: Phoenix Insurance (PHX) 25623 INSURER C: Travelers Property Casualty Co of America 25674 INSURER D: Travelers Casualty & Surety Company of America 31194 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL2512804169

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR includes Unmanned Aircraft (drone) GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	6805N741432	01/29/2025	01/29/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	BA5N743093	01/29/2025	01/29/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	CUP5N744157	01/29/2025	01/29/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB5N744065	01/29/2025	01/29/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability includes Pollution			105399233	01/29/2025	01/29/2026	Each Claim \$2,000,000 Aggregate \$4,000,000 Deductible \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: ODF - City of Ontario Agreement #24-DG-11062765-084-UCF018
City of Ontario, State of Oregon, its officers, employ ees, and agents are Additional Insured per terms and conditions of CGD381 9/15, CGD379 02/19, CAT420 02/15 and CAT474 2/16 attached. Primary and Non-Contributory wording per CGT100 02/19.

CERTIFICATE HOLDER

CANCELLATION

City of Ontario 444 SW 4th St Ontario OR 97914	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|---|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".
- (5) This Coverage Extension does not apply to:
 - (a) Any "auto" that is hired, rented or borrowed with a driver; or
 - (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Retired Partners, Members, Directors And Employees D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies F. Blanket Additional Insured – Controlling Interest G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | <ul style="list-style-type: none"> H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations J. Incidental Medical Malpractice K. Medical Payments – Increased Limit L. Amendment Of Excess Insurance Condition – Professional Liability M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement N. Contractual Liability – Railroads |
|---|---|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED:**

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

- The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- 2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

POLICY NUMBER: UB-5N744065-25-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

- (2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

- (3) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any:
- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

- (1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.
- (2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverages – Coverage A – Bodily Injury And Property Damage Liability** or Paragraph **2.e.** of Section **I – Coverages – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

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- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) An executive officer or director of any other organization; or
 - (iv) A trustee of any trust;that is your partner, joint venture member, manager or trustee; or
 - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- 3. Legal Action Against Us**
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":
 - a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
 - a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
 - a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b.** You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle,

tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.

- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

21. "Premises damage" means:

- a.** With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b.** With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

- (1)** Fire;
- (2)** Explosion;
- (3)** Lightning;
- (4)** Smoke resulting from fire, explosion or lightning; or
- (5)** Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

- (1)** Rupture, bursting, or operation of pressure relief devices;
- (2)** Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3)** Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1)** Products that are still in your physical possession; or
 - (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a)** When all of the work called for in your contract has been completed.
 - (b)** When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b.** Does not include "bodily injury" or "property damage" arising out of:

- (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3)** Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

- a.** Means a phrase that others use for the purpose of attracting attention in their advertising.
- b.** Does not include a phrase used as, or in, the name of:
 - (1)** Any person or organization, other than you; or
 - (2)** Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

- 25.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 26.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 27.** "Title" means a name of a literary or artistic work.
- 28.** "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
- 29.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 30.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 31.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.



RESOLUTION #2025-126

**A RESOLUTION TO APPROPRIATE OREGON DEPARTMENT
OF FORESTRY GRANT FUNDS**

WHEREAS, The City of Ontario received a grant through the Oregon Department of Forestry in the amount of \$573,100 with no City match required; **and**

WHEREAS, This grant is to be used for implementing the Ontario Greenspace Master Plan and Implementation project.; **and**

WHEREAS, The City desires to modify the 2025-2026 budget in order appropriate funds from the Oregon Department of Forestry Grant.

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
GRANT FUND				
010-000-458120	ODF Grant	\$ -	\$573,100	\$573,100
010-038-714207	ODF Grant Expenses	\$ -	\$573,100	\$573,100

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 28th day of October, 2025, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 28th day of October, 2025.

Deborah K. Folden, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
October 28, 2025**

To: Mayor and City Council

FROM: Andy Wood, Airport Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **2026 HELIPAD CONSTRUCTION PROJECT - FAA AIP 3-41-0044-025-2026
GRANT APPLICATION**

DATE: October 20, 2025

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE THE COAR GRANT CYCLE 10 GRANT APPLICATION FOR CONSTRUCTING THE HELIPAD WEST OF THE SILVERHAWK FBO OFFICE OR A SUITABLE ALTERNATE LOCATION AND AUTHORIZE THE AIRPORT MANAGER TO SIGN ALL DOCUMENTS RELATING TO THE APPLICATIONS FOR THE GRANTS.

SUMMARY:

The Airport Committee, city staff, and city engineers “JUB” have been working to find a suitable grant to fund this project. The 2026 COAR Grant Application opened October 13, 2025, and is open through October 31, 2025.

BACKGROUND:

The City of Ontario Municipal Airport Layout Plan sets forth the improvements of the west side of Silverhawk FBO, or an alternate suitable location, for planned growth and development of the site. JUB has completed the environmental request.

CURRENT SITUATION:

The next stage is approval from the City Council to submit the grant application before October 31, 2025.

ANALYSIS:

- A. **STRATEGIC PLAN** The helipad project is a single helipad that will accommodate up to the size of a Robinson R-44 helicopter. This will increase safety around the airport ramp in accordance with the Capital Improvement Plan and the Airport Master Plan, which is to separate fixed wing aircraft from rotary aircraft. This area will help reduce fueling incidents around the fuel farm by setting out a landing area for rotary aircraft.

- B. **FINANCIAL** The COAR Grant funding allocation is based on FAA at 90% for \$263,889.00, ODAV at 9% for \$11,111.00, and city matching funds at 1% for \$2,778.00. During the 2025-2026 budget for Minor Airport Improvements, \$3,000.00 was allocated for the helipad construction.
- C. **TIMING** COAR Grant Application closes October 31, 2025.
- D. **POLICY/LEGAL** The Ontario Municipal Airport helipad construction will meet all FAA, ODOT, and ODAV grant requirements.

ALTERNATIVES:

None.

RECOMMENDATION:

Staff recommends the City Council approve the application for the grant and authorizes the Airport Manager to sign the grant application and all relevant documentation for the grant application of the Ontario Municipal Airport Helipad.

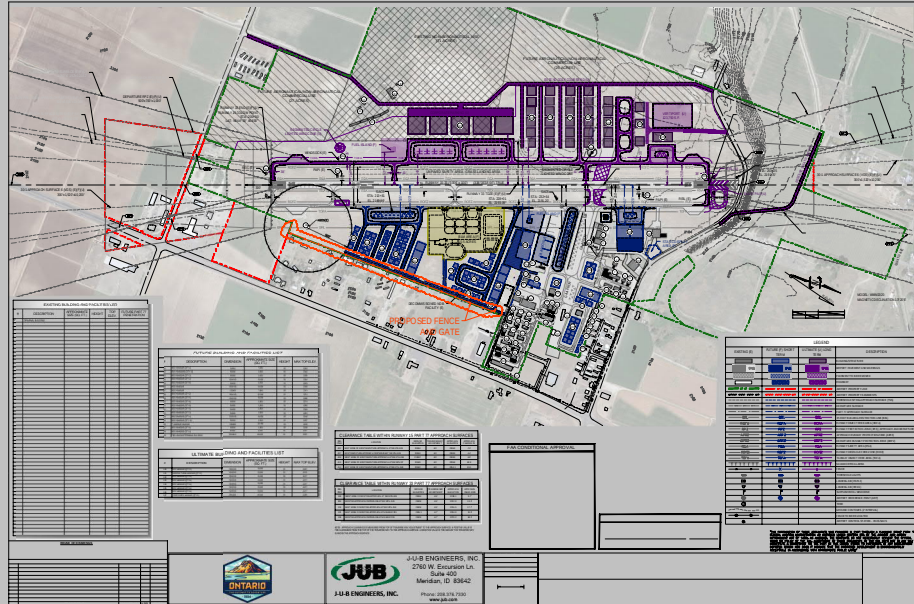
ATTACHMENTS:

1. 2026 HELIPAD - ONO_CIP Data Sheet
2. ALPwHELIPAD

CIP DATA SHEET

AIRPORT	Ontario Municipal Airport	LOCID	ONO	LOCAL PRIORITY	1
PROJECT DESCRIPTION	Construct Perimeter Fence and Access Gate			PLANNED YEAR TO CONSTRUCT	2025

SKETCH:



JUSTIFICATION: Is this project justified at this time per Table 3-4 of AIP Handbook? (See instructions for additional info.)

Replace existing barbed wire fence and install approximately 2,600-ft of 7-ft chain-link perimeter fence and an automated vehicle access gate along the east side of the Airport property for Airfield security and safety. Currently, there's an existing dilapidated barbed wire fence that is past its useful life. The City is in the process of constructing an access road and utilities for a new Bureau of Land Management Aerial Fire Fighting Center and additional hangar development on the east side of the Airport. This fence and gate project is critical to ensuring that this area has safe and secure access control. The project is shown on the recently finished ALP.

COST ESTIMATE:

ADMINISTRATION:	\$ 3,500
ENGINEERING:	\$ 35,000
INSPECTION:	\$ 45,000

CONSTRUCTION:	\$ 187,611

TOTAL: \$ 271,111

Federal (%)	\$ 257,555	State	\$ 10,844	Local (%)	\$ 2,712
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SPONSOR VERIFICATION:

For each and every project as applicable

Date (see instruction sheet or attached comments for more information)

7/1/24	-Date of approved ALP with project shown
	-Date of environmental determination (ROD, FONSI, CatEx)
	-Date of land acquisition or signed purchase agreement
	-Date of pavement maintenance program
	-Date of Benefit Cost Analysis (BCA) as required

SPONSOR'S SIGNATURE:

Andy Wood

DATE: 8/2/2024

PRINTED NAME:

Andy Wood

TITLE:

Ontario Airport Manager

PHONE NUMBER:

541-709-7651

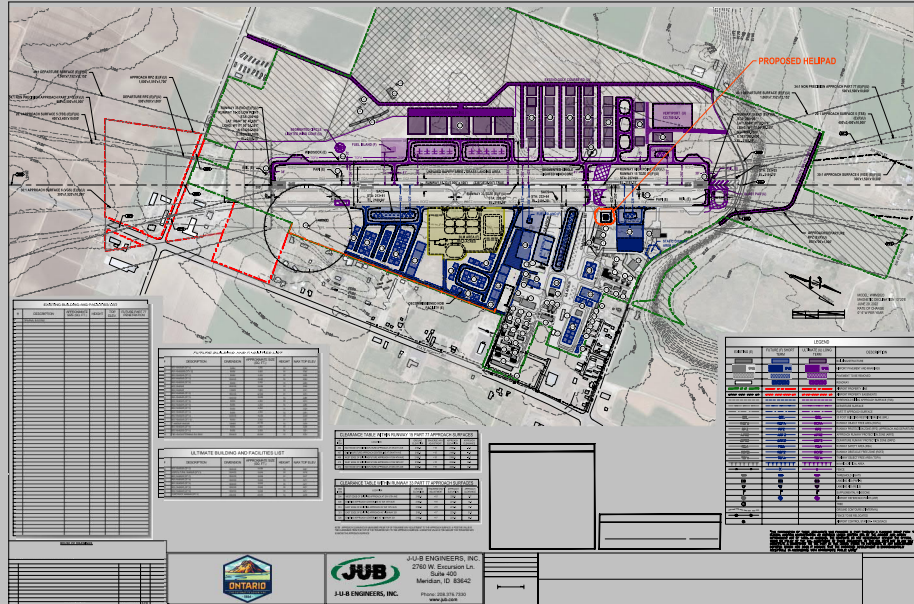
EMAIL:

andy.wood@ontariooregon.org

CIP DATA SHEET

AIRPORT	Ontario Municipal Airport	LOCID	ONO	LOCAL PRIORITY	1
PROJECT DESCRIPTION	Construct Helipad			PLANNED YEAR TO CONSTRUCT	2026

SKETCH:



JUSTIFICATION: Is this project justified at this time per Table 3-4 of AIP Handbook? (See instructions for additional info.)

The Airport gets a large amount of transient rotorcraft from training, firefighting, and military operations. The Airport does not have a dedicated helipad or heliport. Currently, helicopters park on the main general aviation apron which creates issues with dust and blowing air on the adjoining fixed wing aircraft. A dedicated helipad would allow for safe operations of rotorcraft area from the fixed wing apron. The helipad would be designed to FAA standards and is shown on current ALP. The helipad will be designed to accommodate a Robinson R-44.

COST ESTIMATE:

ADMINISTRATION:	\$ 5,000	CONSTRUCTION:	\$ 142,778	
ENGINEERING:	\$ 65,000			
INSPECTION:	\$ 65,000			
				TOTAL: \$ 277,778

Federal (%)	\$ 263,889	State	\$ 11,111	Local (%)	\$ 2,778
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SPONSOR VERIFICATION:

For each and every project as applicable

Date (see instruction sheet or attached comments for more information)

- 7/1/24 -Date of approved ALP with project shown
- Date of environmental determination (ROD, FONSI, CatEx)
- Date of land acquisition or signed purchase agreement
- Date of pavement maintenance program
- Date of Benefit Cost Analysis (BCA) as required

SPONSOR'S SIGNATURE: Andy E Wood

DATE: 8/2/2024

PRINTED NAME: Andy Wood

TITLE: Ontario Airport Manager

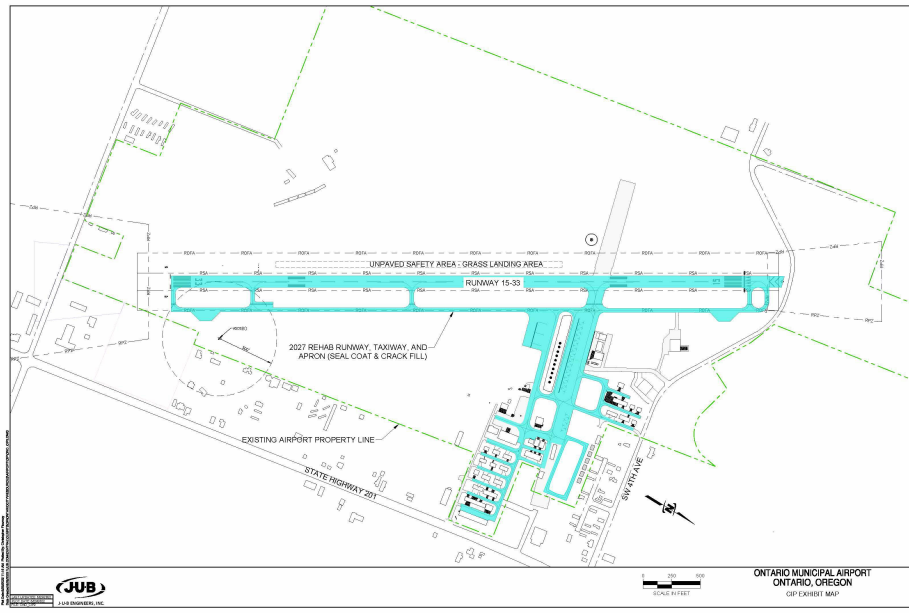
PHONE NUMBER: 541-709-7651

EMAIL: andy.wood@ontariooregon.org

CIP DATA SHEET

AIRPORT	Ontario Municipal Airport	LOCID	ONO	LOCAL PRIORITY	1
PROJECT DESCRIPTION	Rehab Runway, Taxiway, and Apron (Seal Coat & Crack Fill)	PLANNED YEAR TO CONSTRUCT	2027		

SKETCH:



JUSTIFICATION: FAA guidance recommends pavement asphalt seal coat and joint sealing every three years on eligible AIP asphalt. At the recommended time of this project the most recent pavement maintenance will have been in 2022. Per the current PCI Report, the estimated 2028 PCI's for the airfield pavement will range from 55-85 in the "Fair" to "Satisfactory" Condition.
 Project Cost Breakout: Runway (59k SY) \$200,000; Apron(37k SY)\$133,333; Taxiways (47k SY \$104,445)

COST ESTIMATE:

ADMINISTRATION:	\$5,000	1. Construction	\$342,778	4	\$
ENGINEERING:	\$45,000	2	\$	5	\$
INSPECTION:	\$45,000	3	\$	TOTAL:	\$437,778

Federal (%)	\$ 394,000 (90%)	State	\$ 39,400 (9%)	Local (%)	\$ 4,378(1%)
SPONSOR VERIFICATION: For each and every project as applicable		Date	(see instruction sheet or attached comments for more information)		
		7-1-2024	-Date of approved ALP with project shown		
		TBD	-Date of environmental determination (ROD, FONSI, CatEx)		
		N/A	-Date of land acquisition or signed purchase agreement		
		N/A	-Date of pavement maintenance program		
		N/A	-Date of Benefit Cost Analysis (BCA) as required		

SPONSOR'S SIGNATURE: Andy Wood DATE: _____
 PRINTED NAME: Andy Wood TITLE: Airport Manager
 PHONE NUMBER: (541) 709-7651 EMAIL: andy.wood@ontariooregon.org

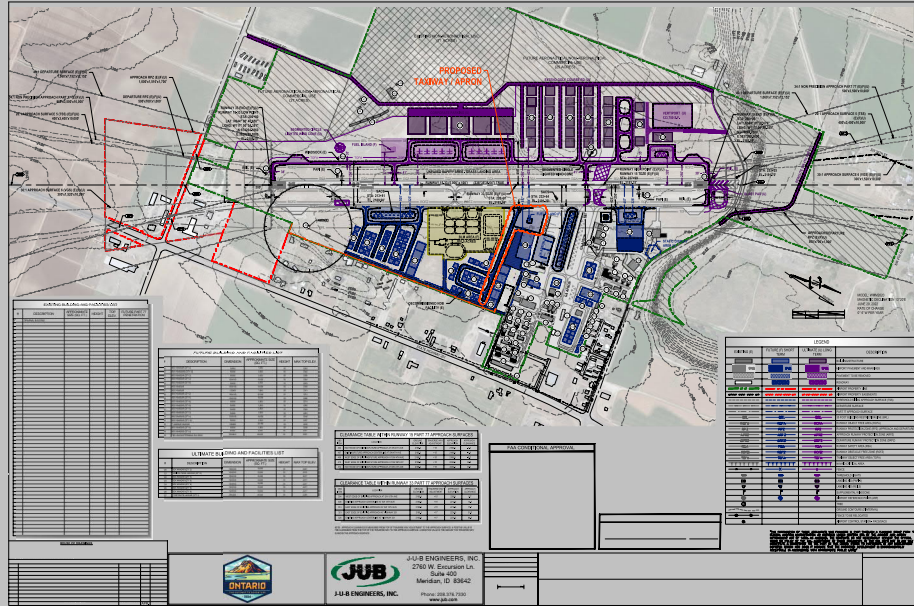
FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$

CIP DATA SHEET

AIRPORT	Ontario Municipal Airport	LOCID	ONO	LOCAL PRIORITY	1
PROJECT DESCRIPTION	Construct Apron/Taxiway- Phase 1- Design Only	CONSTRUCT		PLANNED YEAR TO CONSTRUCT	2028

SKETCH:



JUSTIFICATION:

Is this project justified at this time per Table 3-4 of AIP Handbook? (See instructions for additional info.)

The 2022 updated Master Plan recommends adding a taxiway for future hangar development and an apron for a fuel location on the airport. The project will include a 35-ft wide and 800-ft long (3,111 SY) TDG-1B Taxiway for future hangars. The Apron is approximately 150-ft by 200-ft (3,333 SY). This is a Design Only project with the Bidding and Construction planned for 2026. Project Cost Breakdown: Taxiway \$61,111 and Apron \$50,000

COST ESTIMATE:

ADMINISTRATION:	\$ 5,000
ENGINEERING:	\$ 106,111
INSPECTION:	

CONSTRUCTION:	

TOTAL: \$ 111,111

Federal (%)	\$ 100,000	State	\$ 10,000	Local (%)	\$ 1,111
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SPONSOR VERIFICATION:

For each and every project as applicable

Date (see instruction sheet or attached comments for more information)

- 7/1/24 -Date of approved ALP with project shown
- Date of environmental determination (ROD, FONSI, CatEx)
- Date of land acquisition or signed purchase agreement
- Date of pavement maintenance program
- Date of Benefit Cost Analysis (BCA) as required

SPONSOR'S SIGNATURE: Andy Wood

DATE: 8/2/2024

PRINTED NAME: Andy Wood

TITLE: Ontario Airport Manager

PHONE NUMBER: 541-709-7651

EMAIL: andy.wood@ontariooregon.org

CIP DATA SHEET

AIRPORT	Ontario Municipal Airport	LOCID	ONO	LOCAL PRIORITY	1
PROJECT DESCRIPTION	Carry-Over No Project			PLANNED YEAR TO CONSTRUCT	2029

SKETCH:

JUSTIFICATION: Is this project justified at this time per Table 3-4 of AIP Handbook? (See instructions for additional info.)

Carry-Over No Project

COST ESTIMATE:

ADMINISTRATION:		CONSTRUCTION:		
ENGINEERING:				
INSPECTION:				
			TOTAL:	\$ 0

Federal (%)	State	Local (%)
--------------	-------	------------

SPONSOR VERIFICATION: Date (see instruction sheet or attached comments for more information)

For each and every project as applicable

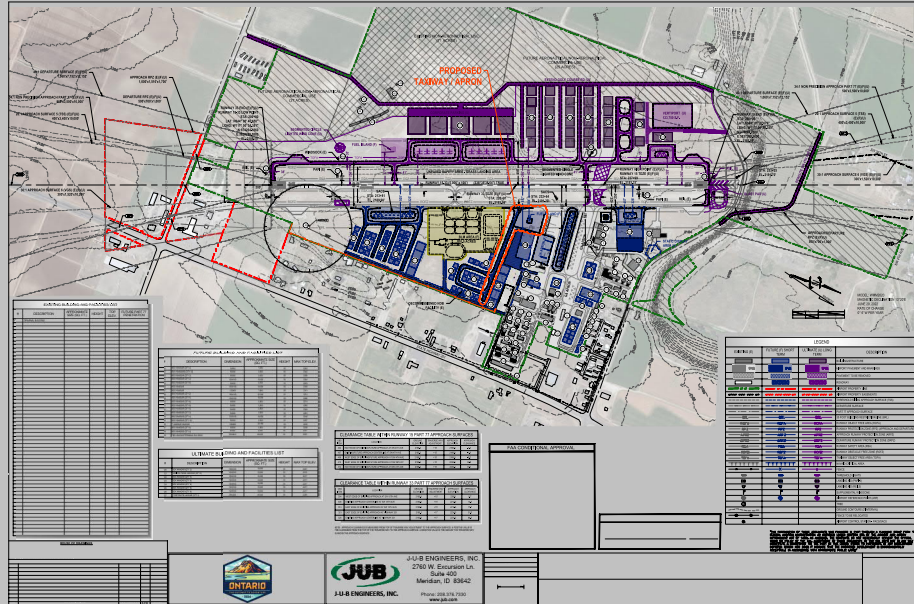
7/1/24	-Date of approved ALP with project shown
	-Date of environmental determination (ROD, FONSI, CatEx)
	-Date of land acquisition or signed purchase agreement
	-Date of pavement maintenance program
	-Date of Benefit Cost Analysis (BCA) as required

SPONSOR'S SIGNATURE:	DATE: 8/2/2024
PRINTED NAME: Andy Wood	TITLE: Ontario Airport Manager
PHONE NUMBER: 541-709-7651	EMAIL: andy.wood@ontariooregon.org

CIP DATA SHEET

AIRPORT	Ontario Municipal Airport	LOCID	ONO	LOCAL PRIORITY	1
PROJECT DESCRIPTION	Construct Apron/Taxiway- Phase 2- Construction	PLANNED YEAR TO CONSTRUCT	2030		

SKETCH:



JUSTIFICATION:

Is this project justified at this time per Table 3-4 of AIP Handbook? (See instructions for additional info.)

The 2022 updated Master Plan recommends adding a taxiway for future hangar development and an apron for a fuel location on the airport. The project will include a 35-ft wide and 800-ft long (3,111 SY) TDG-1B Taxiway for future hangars. The Apron is approximately 150-ft by 200-ft (3,333 SY). This project was previously designed. Project Cost Breakdown: Taxiway \$494,444 and Apron \$450,000

COST ESTIMATE:

ADMINISTRATION:	\$ 5,000	CONSTRUCTION:	\$ 839,444	
ENGINEERING:				
INSPECTION:	\$ 100,000			
				TOTAL: \$ 944,444

Federal (%)	\$ 850,000	State	\$ 85,000	Local (%)	\$ 9,444
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SPONSOR VERIFICATION:

For each and every project as applicable

Date (see instruction sheet or attached comments for more information)

- 7/1/24 -Date of approved ALP with project shown
- Date of environmental determination (ROD, FONSI, CatEx)
- Date of land acquisition or signed purchase agreement
- Date of pavement maintenance program
- Date of Benefit Cost Analysis (BCA) as required

SPONSOR'S SIGNATURE: Andy E Wood

DATE: 8/2/2024

PRINTED NAME: Andy Wood

TITLE: Ontario Airport Manager

PHONE NUMBER: 541-709-7651

EMAIL: andy.wood@ontariooregon.org



ONTARIO
OREGON

1

10/14/25

Ontario Police Department

- Quarterly Report
- 2025- 3rd Quarter (July – September)

Jason Cooper
Chief of Police





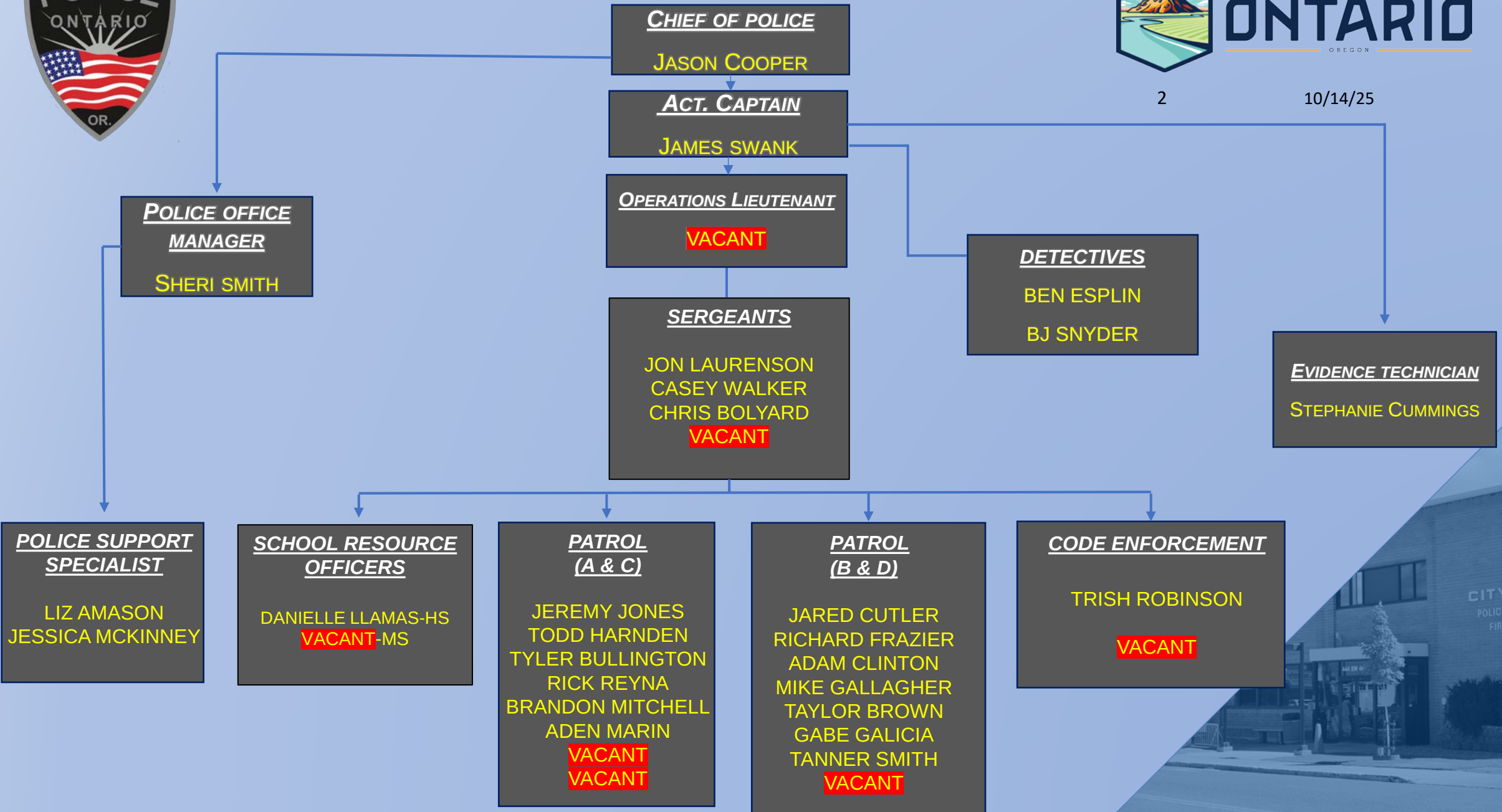
AGENCY STRUCTURE



ONTARIO
OREGON

2

10/14/25



CITY HALL
POLICE DEPARTMENT
FIRE & RESCUE



Personnel Updates



10/14/25

Vacancies

➤ 5 – Officer openings

- 2 officer candidates (DNP Background) from previous selection group.
- 1 Currently in background phase.
- 2 sessions of recruitment Oral Board Panel(s) set for - (October 8th & 15th)

- 1- Police Support Specialist (Candidate selected/Accepted job offer)
- 1- Code Enforcement Officer (Open-Accepting Applications)





Recruit Officer Update



ONTARIO
OREGON

10/14/25

Officer Tanner Smith -
DPSST Academy Graduation
(Set for October 17th, 2025)





OFFICER RECOGNITION



ONTARIO
OREGON

10/14/2025



Ofc. Jared Cutler

Organized Retail Crime Association of Idaho



Certificate of Recognition

presented to:

September 23, 2025



Ofc. Brandon Mitchell

September 23, 2025

CITY HALL
POLICE DEPARTMENT
FIRE & RESCUE



Community Involvement

- National Night Out (August)
-Public Safety Community Engagement
- Tater Tot Festival (September)
- Parent night @ Alameda School-SRO (September)





Significant cases



10/14/25

July-September

- Domestic Violence related stabbing - Arrest/Case forwarded to District Attorney's Office.
- Assault-Pistol whip (w/firearm discharge) - Arrest/Case forwarded to District Attorney's Office.
- Missing Person(s) Case-victim located in Montana
- Shots fired case (Firearms discharge-no injuries) – Under investigation
- Weapons case (Firearms) at High School – Arrest(s) ; Case(s) forward to District Attorney's Office- Juv. Department.
- DHS Fraud Cases (EBT Accounts) – Under investigation





High Desert Task Force



01/13/2022

• HDDTF Highlights for past quarter

- 8 search warrants
- **Total**
 - 51.5 lbs pounds of methamphetamine
 - 2 ounces of fentanyl
 - 14 arrests
- Investigation - July 2025 (**Nyssa**)
 - ISP interdiction-HWY 95 load car returning to Nyssa
 - 2 arrests
 - 49 lbs. of methamphetamine seized
- Investigation- August 2025 (**Nyssa**)
 - Vehicle interdiction
 - 2 arrests
 - 2 ounces of fentanyl powder seized
- Investigation- September 2025 (**Ontario**)
 - Vehicle traffic stop
 - Search warrant
 - 1 pound methamphetamine seized

Major Crime investigation assists

- Cold Case homicide- (Assist major crime team-Nyssa)
- Malheur County OIS - (Officer Involved shooting)
- Manhunt-(shooting suspect, shot @ Nyssa PD, Elude & SWAT arrest-Nyssa)

HDDTF 2025 Statistics

	July-Sep	<u>TOTAL</u>
Investigations Initiated	20	54
Arrests	14	42
Methamphetamine Seized (lbs)	51.5	54.4
Fentanyl Pills Seized	0	66
Fentanyl Seized (oz)	2	12.3
Cocaine Seized (oz)		0
Heroin Seized (oz)		0
Bulk processed marijuana seized (lbs)		0
Marijuana plants destroyed		0
Guns Seized	2	12
Search Warrants	8	21
MCT Inv. Assists (Ontario)	0	1
MCT Inv. Assists (County)	3	7
Stolen Property Recovered	0	2
Drug Endangered Children	1	4
Currency Seized	\$706	\$ 11,828
Property Forfeiture Seized (est.)		\$ -



Active Projects



10/14/25

01/13/2022

- Recruitment
- Accreditation-OACP Grant
- Policy Updates (Lexipol)
- RFP for Body Cameras
- Photo Red Light Analysis/Survey





Professional Development / Training

(**Development & Opportunity**)



10/14/2025

- Firearms - (2) Officers (July) [Patrol rifle Armorer certification course](#)
- Firearms - (2) Officers (August) [Firearms Instructor Course \(LETC\)](#)
- Firearms - (2) Officers (August) [Smith & Wesson Armorer certification course](#)
- Records Management - (1) Employee (August) [OSP Annual CJIS Training Conference](#)
- Administrative- (1) Officer (August) [DPSST Basic Police Certification](#)
- Firearms - (1) Sergeant (September) [DPSST Supervision & leadership course \(SLA\)](#)
- Use for Force - (1) Officer (September) [Defensive Tactics](#)
- Investigations - (1) Officer (September) [Death Investigations-Deputy Medical Exan](#)
[Certification](#)
- Administrative - (1) Officer (September) [DPSST Intermediate Police Certification](#)
- Administrative - Several Officer(s) (July-Sept) [**In-house agency training](#)





10/14/25





Ontario Airport

Semi-Annual Update (October 2025)



Agenda

- Airport Ground Management
- Aviation Schools
- BLM and UAS
- Airport Events and Projects
- Questions



Airport Ground Management



- Jacobs has completed 2 successful years of full ground maintenance for the airport property.
 - Jay Hysell and his team have worked well with the airport operators to ensure collaborative effort to maintain safety and to keep the grounds in great condition minimizing neighborly complaints and keeping the airport open and dust free.
- Additional Ground Contractors
 - Blue Ground
 - Johnson Spraying
 - USDA (wildlife control)



Airport Ground Management



- January 2023 – April 2025 66 targeted wildlife killed to keep runway safe from animals
- 300+ acres of ground treatment; bait, traps, firecrackers, and weed control
- Zero non-target un-intentional species harmed
- 2 bird strikes in 10 years
- Continual monitoring has decreased strike risks





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

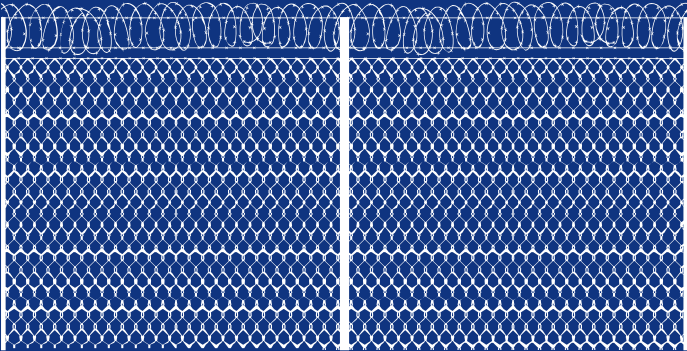


3 Months Out



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

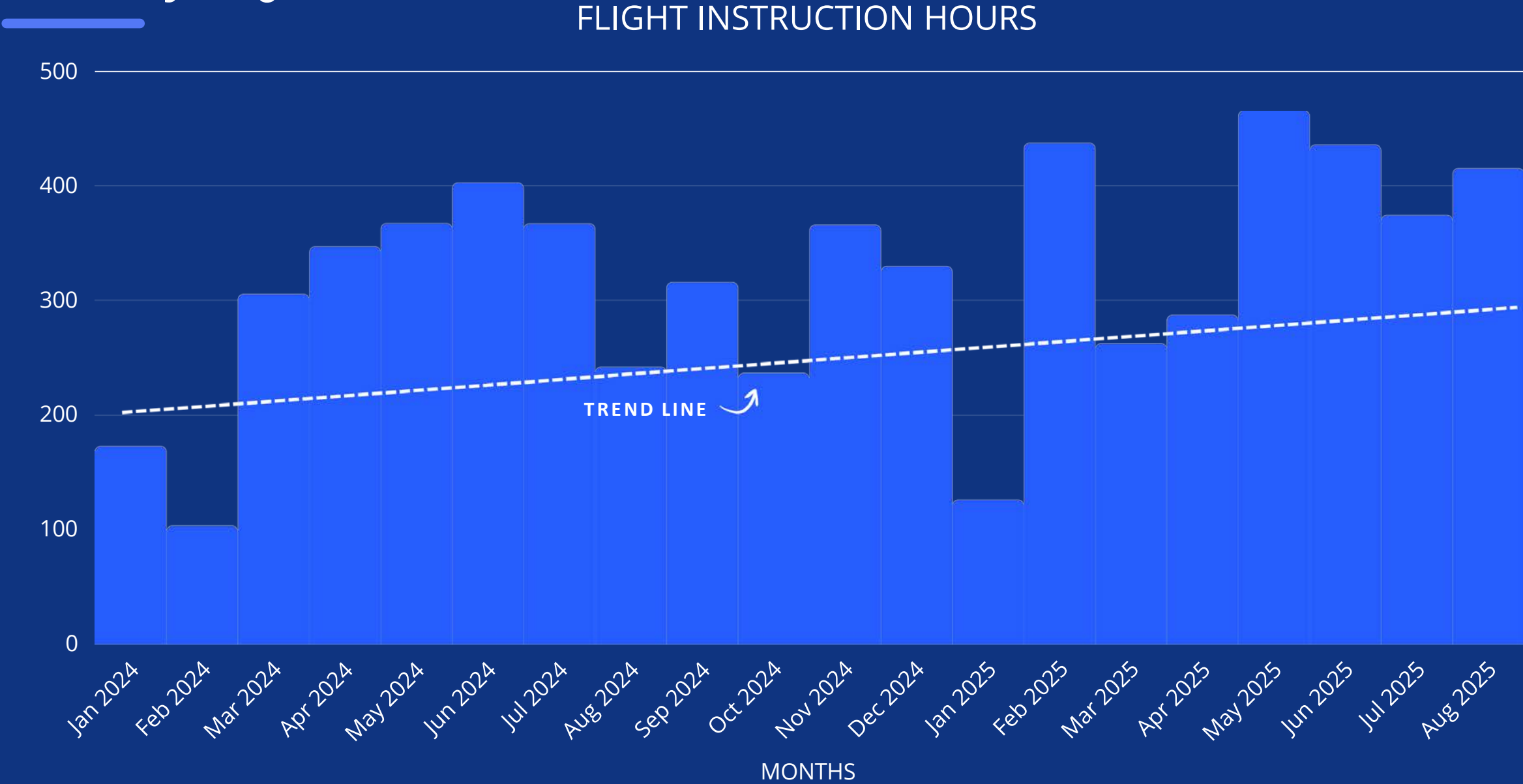
6 Months Out



Hangar Doors
New Schweiss Doors



Monthly Flight Hours

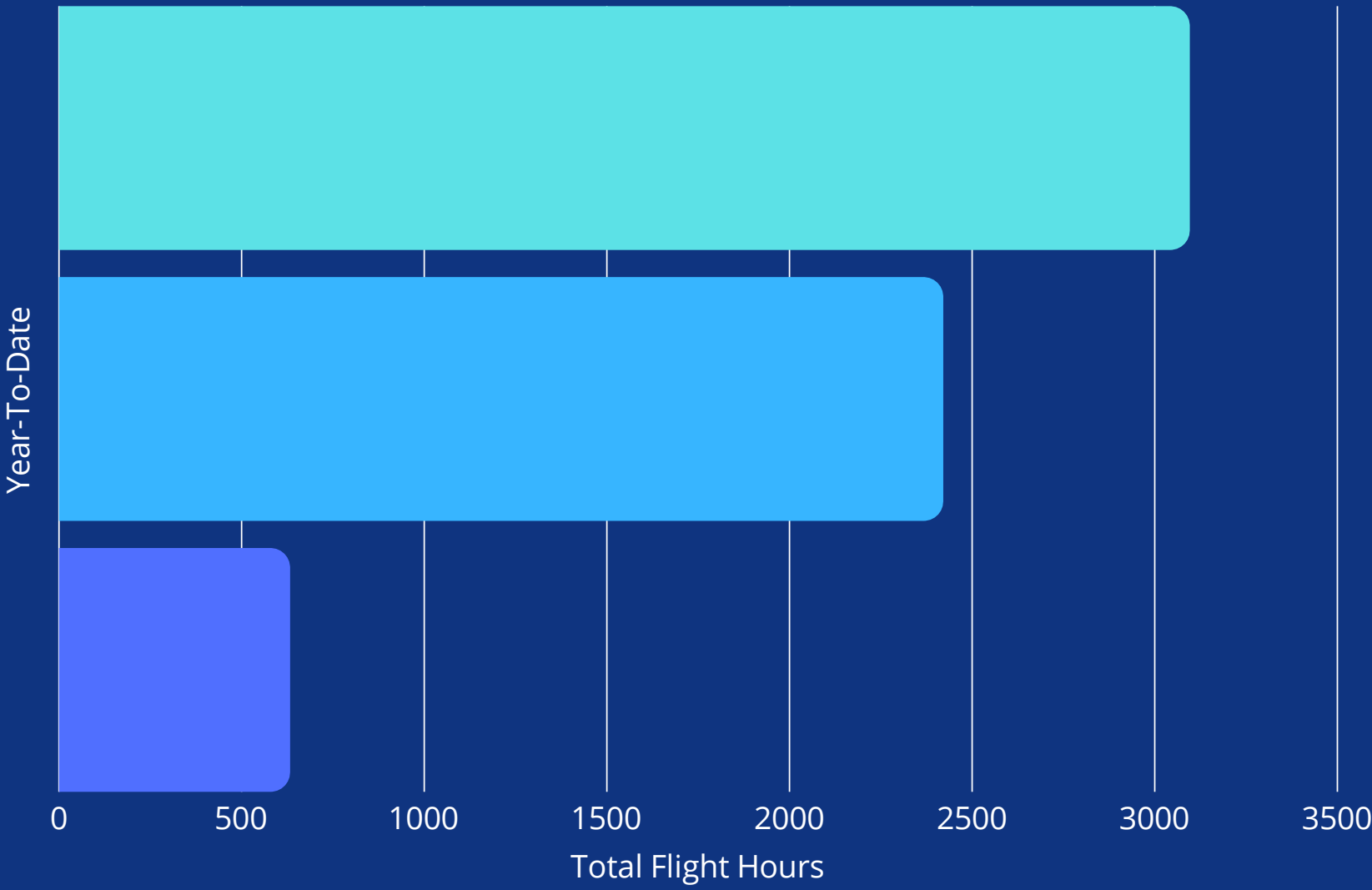


Year-To-Date
Flight Hours
Comparison
Jan 1- Oct 1

FLIGHT INSTRUCTION HOURS

2024 → 2025
↑ 29% Growth

2023 → 2025
↑ 351% Growth





TVCC Aviation School

- 2 TVCC graduates hired as a TVCC Certified Flight Instructor (CFI)
- Check ride Completions 2024-25: 46 total
- Check ride Completions (to date, since July 1, 2025) 2025-26: 10 (upward trend from last year)
- Active Students Summer 2025: 50
- New Students starting Fall 2025: 23
- Instrument and Commercial level students now make up about half of the active students, with the rest being mostly Private level, and a small handful of CFI, CFIInstrument, Multi-Engine. This is a huge increase in progress, as 18 months ago, there were only about 7 students who had advanced beyond PPL and were still actively training.



TVCC Aviation School

2025 – 2026 New Incentives:

- Aviation Student Mentor Program – we want to reach those brand-new students to college, and to Aviation, to make sure they have a strong support team to help them reach their academic goals. We will use advanced student volunteers to work with newer students to navigate the challenges of college and flight training, as well as become more involved in on-campus events. Our hope is to increase student retention in Aviation programs and help students stay on track with the rigors of flight training.
- Working on streamlining the Aviation Application process so students have a better-defined pathway to getting enrolled and being prepared to start flight training, leading to greater success as they attend. Developing internal student tools to make resources for flight training more accessible to Aviation students at TVCC.
- TVCC will begin working with Idaho State CTE Standards Aviation group to develop those standards for high school aviation programs – we will build partnerships with schools who currently have Aviation CTE programs to help their students potentially earn college credits and be future Chukars.
- TVCC CTE Open House 2025-26 is scheduled for Wednesday, October 22nd in the Florence Findley Career & Technical Education Center on our Ontario campus.
- TVCC is actively exploring the feasibility of a Part 147 A&P Training Program – we are looking for input and support from all areas of the community to determine whether an Ontario or Caldwell location would best fit this program.



Aero Head Soaring Club 2025 Seasonal Report

Fleet and Operations

Our current fleet includes three club aircraft:

- One tow plane
- One two-seat training glider
- One single-seat solo glider

In addition, three member-owned gliders are regularly based and operated from our club facilities.

Membership

We currently have 24 active members, with 9 new members joining during the 2025 season — one of our strongest years for membership growth. Our season runs from April through October, and participation remained strong throughout.

Flight Activity

As of October 13, we have recorded 168 total flights for the 2025 season. Based on our typical end-of-season activity, we project approximately 190 flights by the close of October.

Our busiest day of the season was September 27, with a total of 18 flights completed — an outstanding day for both training and member soaring.



Aero Head Soaring Club

Events and Community Engagement

Our main event this season was the Memorial Weekend Soaring Event, held May 24–25. The event was a great success and a highlight of our year.

- The public was welcomed to visit the club and experience soaring through introductory glider rides. We provided a total of 9 rides to visitors.
- [Idaho Warbirds](#) participated by bringing their T-6 Texan for display, offering rides, and showing support for our event.
- We capped off Saturday's flying with a club BBQ and social gathering.
- Over the two days, 17 total flights were made and roughly 40 people attended throughout the weekend.



Aero Head Soaring Club

Media

Aero Head Soaring Club YouTube channel with over 90,000 subscribers and a recent feature video created by Judson Graham showcasing Aero Head Soaring Club's operation at Ontario Municipal Airport. "Learning to Fly a Sailplane" <https://youtu.be/V4Jae4sxOXY?si=E3NbnE-Y1XG0nzbV>

Aero Head Soaring Club



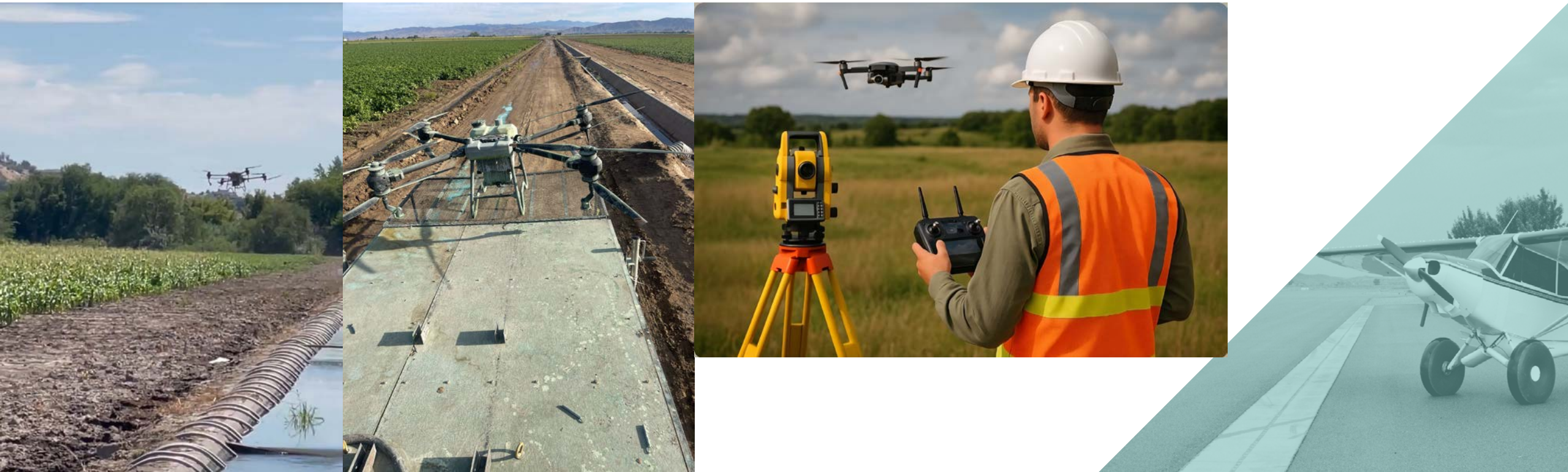
BLM Fire Season



Unmanned Aerial Services (UAS) or Drones

Two Drone permits from April 2025 to October 2025, and One FAA authorization

- AG operations within 5-mile radius of ONO for 2025: 33 locations
- Surveying operation within 5-mile radius of ONO for 2025: 1 location





Snake River Valley EAA (SRVEAA)

1,434 Volunteer Hours

Saturday EAA Breakfast

- 600 Breakfast meals
- 156 volunteer hours

NSTOL event days

- 1278 volunteer hours & 24 volunteers
- 23 Competitors
- 17 NSTOL Staff & 8 hours of YouTube promoting Ontario area
- 6 Campers
- 600 Spectators
- 6,000 flyers handed out
- 20 Sponsors/Donations \$30K

25 Members for 2025





Snake River Valley EAA (SRVEAA)

The EAA Club has received the following 501c-3 donations this year:

- Flying simulator from TVCC
- Partially build RV-14 Tail kit and fuselage for project
- One of a kind homebuilt "Beryl" airplane for static display with extra canopy
- A homebuilt "One Design" airplane as a project

The EAA Club Projects:

- Supporting and working with the Aero Head Soaring Club
- Local youth group are completing a Radio-Controlled airplane for purpose of instructions

EAA Upcoming events:

- Saturday \$5 EAA Breakfast 9am
- 31 October 4-7pm, Halloween Trunk or Treat and support the Air Museum with hot beverages
- 6 December 1pm Winter Wonderland Parade
- Annual "End of Year" Brisket dinner to serve approximately 50 people
- Airport Appreciation Day planned for 2026, discussions for next year to include and honor the Treasure Valley Veterans



2025 Annual Report

Fighting Classics Air Museum



Volunteer Driven

Our organization is 100% volunteer run. This Year we have gained 2 new volunteers bring our total number of volunteers to 10. We are very excited that 50% of our volunteers are in there early twenties which means we have the unique opportunity to equip the next generation of pilots and mechanics with the skills they need to be successful.



Volunteer hours

Across all of our work projects and events we have accumulated about 625 volunteer hours so far this year (up from 475 last year) and are on track to reach and surpass last years projection of 750 volunteer hours by the end of the year. At our current rate of growth we could realistically reach 1,000 volunteer hours in 2026.



Events

We have had over 10 free airport tours supported by the airport manager and volunteers. We hosted 2 major events and participated in a variety of others since October 2024.



Trunk or Treat

Our first annual trunk or treat was a resounding success! We had over 1,000 people attend. This year we hope to expand



Christmas Parade

Our Volunteers spruced up and decorated our A-4A Cockpit section for the Ontario Christmas parade.



STOL

Our Facility hosted the awards banquet for the National Short take off and landing competition as well as having an open house during the competition.



S-2 Progress report

Financial restrictions have slowed progress on the S-2 compared to last year. However slow and steady progress has been made bringing it closer to Flight.



Navion progress report

This airplane sat derelict on the airport for over 30 years. The team of volunteers has made significant progress over the last year and is Very close to running it for the first time

Current paint Scheme



Example of Planned paint scheme

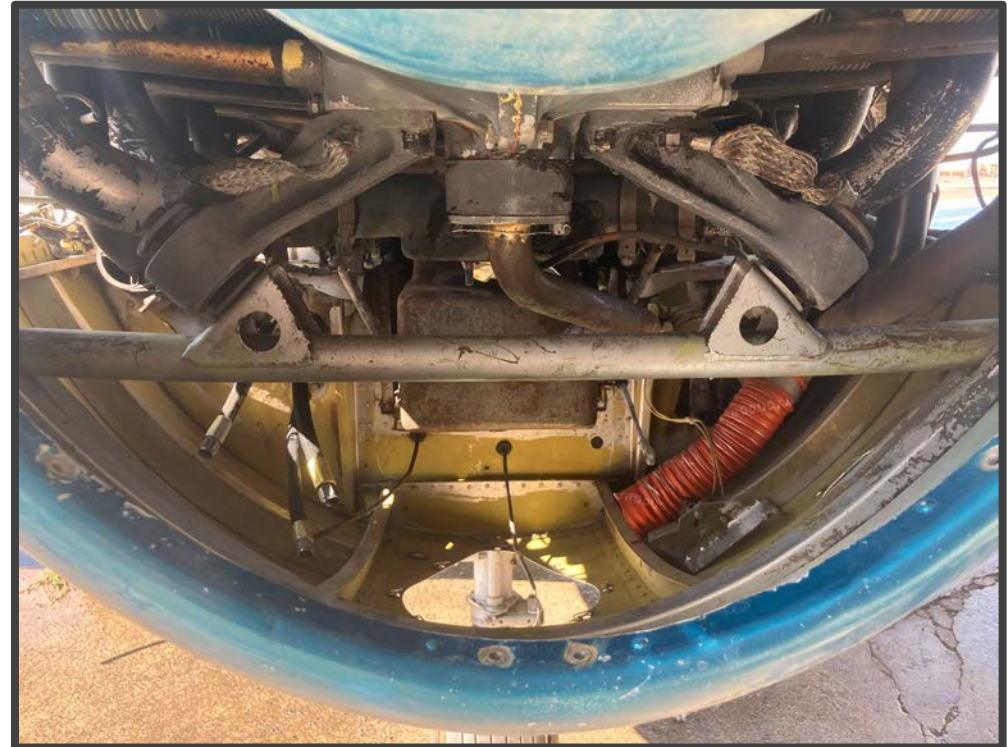


Navion engine Bay Before and After

Before



After



A-4E Skyhawk Progress report

Our Volunteers are in the process of Adding the missing markings on our Static display A -4E and are off to a good start



F-4 Progress Report

The museum has continued its progress to spruce up the City's F-4 while a budget and plans are still being finalized for its future. Our Volunteers have renewed all of the faded dark grey markings on both sides at no cost of the city.

Beginning of 2024



Current



Unique Airport Users



Airport Projects

- Apron Expansion
- BLM Way Construction and East Fence/Gate Project
- General Aviation Apron Repair
- Irrigation Improvement
- Safety Edge Gravel Renewal
- Surveillance Camera Project
- Windsock Rehabilitation







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Questions

MALHEUR COUNTY COURT MINUTES

October 8, 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, Economic and Community Development Coordinator Taylor Rembowski, Lt. Jim St. Michell, and Sheriff Travis Johnson. 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 # [2025-3270](#)

PUBLIC HEARING – SUPPLEMENTAL BUDGET

Commissioner Jacobs opened the public hearing for consideration of Resolution R25-29. Notice of the hearing was published in the Argus Observer. The public hearing and supplemental budget were necessary in order to allocate Bureau of Reclamation (BOR) grant funds in the Marine and Park Fund that were not anticipated when the budget was adopted – these funds will be used for operations and maintenance of Bully Creek and Beulah parks. Additionally, the supplemental budget allocates CIS Public Safety Grant funds in the Jail fund that were not anticipated when the budget was adopted – these funds are to purchase cut-down tools and tasers for the Jail; and allocates State Grant funds in the County Fair Fund that rolled over as Cash on Hand for Fairgrounds operational support that were anticipated to be spent when the 25-26 budget was adopted – these funds will be used for improvements to the camping area, the Red Barn food booths and various electrical upgrades. There were no public comments. The hearing was closed. Commissioner Jacobs moved to approve Resolution R25-29: In the Matter of Fiscal Year 2025-2026 Supplemental Budget by Resolution Under Local Budget Law ORS (Oregon Revised Statutes) 294.471. Commissioner Mendiola seconded and the motion passed. See instrument # [2025-3271](#)

ROAD ACCEPTANCE; ROAD VACATION PETITION

Surveyor Derrick McKrola met with the Court and presented a road acceptance on a partition plat for the Court's consideration. Commissioner Jacobs moved to accept road dedication of a portion of Alder Road on Travis Schneider's Partition Plat #25-11. Commissioner Mendiola seconded and the motion passed. See instrument # [2025-3294](#)

Mr. McKrola also presented a road vacation petition for the Court's consideration. The request is to vacate that portion of NW 24th Avenue lying between Lot 5 and 11 of Block 5, lying west of US Highway 30 (I-84) and lying east of NW 11th Street. The petitioner is Jay Greenwood and is 100% owner of abutting property. The reason for the vacation stated in the petition is: The subject portion of NW 24th Avenue is not developed or improved, barricaded, and does not have permitted access from the right-of-way off the exit ramp of I-84. The City of Ontario and Oregon Department of Transportation have no objections to the proposed vacation. Mr. McKrola recommends the vacation be approved and that the described portion of the street be vested to the petitioner. As the petitioner is 100% the abutting owner, the Court has the discretion to vacate the road without a hearing. Commissioner Mendiola moved to approve the proposed vacation as petitioned. Commissioner Jacobs seconded and the motion passed. An Order will be prepared for the Court's approval. See instrument # [2025-3272](#) for the Surveyor's Report and Petition.

2025-2027 COMMUNITY CORRECTIONS PLAN

Community Corrections Lieutenant Jim St. Michell met with the Court and presented the 2025-2027 Community Corrections Biennial Plan and the Intergovernmental Agreement with the State for the Grant-in-Aid program. Lieutenant St. Michell reviewed the Plan and answered questions from the Court members. Supervision numbers have increased and funding has increased from last biennium. Supervision is provided for all felony cases and select misdemeanor cases, person-to-person and second DUI misdemeanor cases. The work crew program and day reporting program are still provided. Community Corrections works with various treatment providers, does polygraphs, home visits, collects UA's, and a lot of interstate compacts.

Commissioner Mendiola moved to approve Intergovernmental Agreement (IGA) #6910 with the State of Oregon through Department of Corrections; and approval of the 2025-2027 Community Corrections Biennial Plan. Commissioner Jacobs seconded and the motion passed. A copy of the Biennial Plan and IGA will be returned for recording.

Lt. St. Michell left the meeting.

COURT MINUTES

Commissioner Mendiola moved to approve Court Minutes of October 1, 2025 as written. Commissioner Jacobs seconded and the motion passed.

IGA # 185822 AMENDMENT

Commissioner Jacobs moved to approve Third 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. Funding is increased for Program Element 51-01: LPHA Leadership, Governance and Program Implementation; unspent Program Element 51-05: CDC Public Health Infrastructure Funding is rolled over; and an updated funding information table is provided for Program Element 03: Tuberculosis Case Management. A copy will be returned for recording.

BUDGET TRANSFER RESOLUTION

Commissioner Mendiola moved to approve Resolution R25-30: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Jacobs seconded and the motion passed. Funds are transferred within the Marine and Park fund. See instrument # [2025-3273](#)

CONTRACT – SHIPPY SPRINKLERS LLC

Commissioner Jacobs moved to approve Personal Service Contract with Shippy Sprinkler LLC for installation of a sprinkler

system at Bully Creek Campground and Park. Commissioner Mendiola seconded and the motion passed. Compensation is in the amount of \$247,077. See instrument # [2025-3274](#)

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.

**ORIGINAL****PARKS****Jacobs****COMMITTEE MEETING MINUTES****Thursday August 21, 2025, 6:00 p.m. MT**

The scheduled meeting of the Park's Committee was called to order by Commissioner Michael Pratt at approximately 6:00 p.m. on Thursday, August 21, 2025, in the Council Chambers of City Hall. Committee members present in person were Michael Braden, Michael Partin & Mike Pratt & Sandy Shelton; Marc Berg, Tyler Whitaker & Andrew Maeda were excused.

Others present in person were Ex-Officio City Manager/Ex-Officio Economic Development Director Dan Cummings, and Public Works Director, Casey Mordhorst.

Michael Pratt led everyone in the Pledge of Allegiance.

AGENDA

This Agenda was posted on August 19, 2025; copies of the agenda and minutes are available at the Public Works Headquarters and on the city's website at www.ontariooregon.org.

MOTION PASSED UNANIMOUSLY TO ADOPT THE AGENDA AS PRESENTED

PUBLIC COMMENT**NONE**

APPROVAL OF MINUTES

June 19, 2025

RESOLUTION, ACTION &/OR MOTION

THE MOTION WAS MADE BY MR. BRADEN SECONDED BY MRS. SHELTON TO ADOPT THE JUNE 19, 2025, MINUTES: MOTION PASSED UNANIMOUSLY

DISCUSSION ITEMS

A) Grant update ODF UCF – Michael Braden

- \$573,000 grant we are awarded that will map out a green space master plan of all city owned properties.
- Work on cleaning up some of our tree stock and then replanting some new stock according to the plan.
- July 1 of this year, which is year one, to June 30 of next year, the master plan will be in writing and development, we will hold off on planting new trees until then.

B) Grant discussion DLCD CGI – Michael Braden

- DLCD CGI withdrew us from any consideration from further development until we get the green space master plan developed.

C) Rotary Park physical fitness equipment update – Mike Pratt

- We ordered 4 pieces of equipment, so it will be 5 in total.
- Joint use pull up bar, sit up station, push up station, & a body curl station.

D) Lion's Park equipment update – Mike Pratt

- 3 bars pull up station.
- Wheelchair access.
- \$30,000 installation and finishing. Price includes equipment, hard surface, underlayment, labor and delivery.
- Placement is based on city's Park plan.

RESOLUTION, ACTION &/OR MOTION

NO RESOLUTION, ACTION &/OR MOTION.

COMMENTS FROM COMMITTEE MEMBERS

Casey Mordhorst – Public Works Department - Moore Park

- Gravel is excavated out and hauled off, brought topsoil in. Met with landscapers to get prices on irrigation system. Option A would be plant grass seed; Option B would be to roll sod out. Laying sod would be the better Price, then we can install irrigation system and roll out sod and water it in, not having to worry about people tracking through the grass seed allowing it to grow for a year not letting anyone use that section.
- Kiwanis Club is trying to source a Merry-Go-Round for Beck Park, installation has been a challenge

Michael Pratt/Casey Mordhorst

- Lions Park – Merry-Go-Round also need to be Repaired/Replaced.

Dan Cummings

- Sister City – October Tree Planting will be at Moore Park.

ADJOURN**RESOLUTION, ACTION &/OR MOTION**

THE MOTION TO ADJOURN WAS MADE BY MICAEL BRADEN AT APPROXAMITLY 6:24PM; SECONDED BY MICHAEL PARTIN: MOTION PASSED UNANIMOUSLY.

NEXT MEETING SCHEDULED FOR SEPTEMBER 18, 2025, AT 6:00PM.

Approved: Michael Pratt
Signature

10/6/2024
Date

(Chairman Michael Pratt, Vice-Chairman Michael Partin)

Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
Printed: 10/23/2025 11:11 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
133659	879736	Desert Sage Event Center	09/03/2025	4,233.73
133660	&260	Four Rivers Cultural Center	09/03/2025	33,649.84
133661	539200	Ontario Area Chamber of Commerce	09/03/2025	27,982.80
133662	879990	Aqua-Aerobic Systems, Inc.	09/03/2025	49,132.60
133663	033300	Argus Observer 117-A	09/03/2025	108.61
133664	183201	CK3, LLC	09/03/2025	1,710.00
133665	880013	Rush Excavation, LLC	09/03/2025	30,800.00
133666	879803	SAR, Inc.	09/03/2025	17,648.04
133667	183201	CK3, LLC	09/03/2025	2,357.50
Total for 9/3/2025:				167,623.12
133668	UB*12282	ARTURO CALDERON	09/05/2025	90.59
133669	637828	Century Link Communications, LLC	09/05/2025	76.85
133670	879054	Four Rivers Healthy Community, Inc.	09/05/2025	4,000.00
133671	UB*12281	KZ INVESTMENTS LLC	09/05/2025	6.35
133672	UB*12283	SARAH MARSH	09/05/2025	44.15
133673	573001	Ontario Sister Cities, Inc.	09/05/2025	2,500.00
133674	UB*12280	ALEXANDER PARRAS	09/05/2025	30.18
133675	879997	Tanner Smith	09/05/2025	170.11
133676	130950	Sparklight Business	09/05/2025	140.62
133677	288897	Verizon	09/05/2025	338.08
133678	854205	Veteran Advocates of Ore-Ida	09/05/2025	1,000.00
133679	879733	Waste Connections of Oregon, Inc.	09/05/2025	466.87
133680	0143466	Amazon Capital Services	09/05/2025	58.01
133681	130624	B & W Car Wash	09/05/2025	10.00
133682	879326	The Biz Zone	09/05/2025	82.75
133683	879451	CDR Labor Law, LLC	09/05/2025	2,135.00
133684	303800	Frank's Extinguisher Service	09/05/2025	164.46
133685	440000	L.N. Curtis and Sons	09/05/2025	306.00
133686	451600	Malheur County Administration Office	09/05/2025	200.00
133687	461607	MicroTechnology Systems, Inc.	09/05/2025	11,333.40
133688	880016	Nelson Tire, LLC	09/05/2025	1,275.20
133689	583450	State of Oregon Dept of Corrections	09/05/2025	5,600.00
133690	879551	Painter Holdings & Business Ventures, Inc.	09/05/2025	19.50
133691	642093	Red's Automotive Repair, Inc.	09/05/2025	180.55
133692	879469	SBRK Finance Holdings, Inc.	09/05/2025	1,649.00
133693	879845	Student Loan Fund of Idaho Marketing Ass	09/05/2025	4,375.00
133694	880003	T-Mobile	09/05/2025	31.70
133695	788402	TransUnion Risk & Alternative Data Soluti	09/05/2025	75.00
133696	879733	Waste Connections of Oregon, Inc.	09/05/2025	331.99
133697	879240	Advanced Control Systems, LLC	09/05/2025	14,350.40
133698	22427	Conсор North America, Inc.	09/05/2025	5,914.00
133699	879530	Nicholas Ducote	09/05/2025	962.50
133700	408200	J-U-B Engineers, Inc.	09/05/2025	2,293.35
Total for 9/5/2025:				60,211.61

Check No	Vendor No	Vendor Name	Check Date	Check Amount
133701	412500	Keller Associates, Inc.	09/08/2025	8,533.75
133702	21409	Big Sky Sportswear	09/08/2025	201.30
Total for 9/8/2025:				8,735.05
ACH	554401	Ontario Police Association	09/09/2025	1,590.00
Total for 9/9/2025:				1,590.00
133704	879678	All Traffic Solutions, Inc.	09/11/2025	1,500.00
133705	0143466	Amazon Capital Services	09/11/2025	946.19
133706	037600	AT&T	09/11/2025	26.36
133707	879637	Bryant Lovlien & Jarvis PC Attorneys at La	09/11/2025	11,450.00
133708	626400	Campo & Poole Distributing, LLC	09/11/2025	12,076.45
133709	637830	Century Link	09/11/2025	531.45
133712	879641	Garrett's Dry Cleaning, LLC	09/11/2025	23.47
133713	440000	L.N. Curtis and Sons	09/11/2025	144.00
133714	879417	LightSpeed Networks, Inc.	09/11/2025	1,377.88
133715	441140	Looks Nu, Inc.	09/11/2025	385.00
133716	461607	MicroTechnology Systems, Inc.	09/11/2025	632.00
133717	602320	NAPA Auto Parts	09/11/2025	229.70
133718	879301	Net Assets Corporation	09/11/2025	315.00
133719	242083	State of Oregon Department of Transportati	09/11/2025	23.20
133720	516494	State of Oregon Department of Transportati	09/11/2025	15,452.94
133721	528405	Oster Professional Group, CPA's PC	09/11/2025	56,603.06
133722	880012	Ridgecrest Products, Inc.	09/11/2025	1,501.00
133723	879803	SAR, Inc.	09/11/2025	750.00
133724	879151	Waste-Pro	09/11/2025	50.24
133725	879635	Western Building Maintenance, Inc.	09/11/2025	4,441.47
133726	190549	Wienhoff Drug Testing	09/11/2025	225.00
133728	879898	Avidity Solutionz	09/11/2025	1,200.90
133729	333895	Grant Mechanical, Inc.	09/11/2025	550.00
133730	842030	Warrington Construction Corporation of Or	09/11/2025	155,141.24
133731	468350	Motion Industries, Inc.	09/11/2025	13,546.20
Total for 9/11/2025:				279,122.75
ACH	878915	Jacobs Engineeering Group, Inc.	09/18/2025	537,592.39
133732	230000	Daily Journal of Commerce	09/18/2025	479.70
133733	879138	Stantec Consulting Services, Inc.	09/18/2025	3,929.90
133734	879406	Rywest Homes, Inc.	09/18/2025	10,000.00
133735	T770949	David Thompson	09/18/2025	10,000.00
133736	0143466	Amazon Capital Services	09/18/2025	1,813.87
133737	880020	Armand Advertising, LLC	09/18/2025	1,071.48
133738	879745	AT&T Mobility, LLC	09/18/2025	1,936.87
133739	144000	Cascade Natural Gas Corporation	09/18/2025	66.25
133740	879451	CDR Labor Law, LLC	09/18/2025	2,310.00
133741	836000	Grainger, Inc.	09/18/2025	226.77
133742	360015	Home Depot Credit Services	09/18/2025	154.13
133743	376000	Idaho Power	09/18/2025	2,776.16
133744	461607	MicroTechnology Systems, Inc.	09/18/2025	529.00
133745	501200	Norm's Auto Electric	09/18/2025	550.90
133746	879226	PortaPros	09/18/2025	627.00
133747	642093	Red's Automotive Repair, Inc.	09/18/2025	447.66
133748	672453	Sea Western Fire Fighting Equipment Sea-\	09/18/2025	218.60

Check No	Vendor No	Vendor Name	Check Date	Check Amount
133749	879715	Signs and Designs 2 Fit	09/18/2025	537.50
133750	879680	U.S. Bank Equipment Finance	09/18/2025	1,497.00
133751	880019	Dynamic Metals, Inc.	09/18/2025	92,715.31
133752	440000	L.N. Curtis and Sons	09/18/2025	1,603.23
133753	110805	State of Oregon Bureau of Labor & Industri	09/18/2025	250.00
133754	879138	Stantec Consulting Services, Inc.	09/18/2025	1,065.50
Total for 9/18/2025:				672,399.22
ACH	832852	Wells Fargo Signify Business Elite Masterc	09/22/2025	5,941.69
Total for 9/22/2025:				5,941.69
133755	642081	CASH	09/23/2025	2,000.00
Total for 9/23/2025:				2,000.00
133756	UB*12285	MARIA ACUNA	09/30/2025	69.51
133757	0143466	Amazon Capital Services	09/30/2025	457.73
133758	033301	Argus Observer 117-C	09/30/2025	251.00
133759	879326	The Biz Zone	09/30/2025	43.70
133760	114239	Chris Bolyard	09/30/2025	204.00
133761	637830	Century Link	09/30/2025	709.73
133762	879749	Stephanie Cummings	09/30/2025	102.00
133763	879653	FileOnQ, Inc	09/30/2025	650.00
133764	879828	Galls, LLC	09/30/2025	241.23
133765	376000	Idaho Power	09/30/2025	3,451.43
133766	880022	New Plymouth Rural Fire District	09/30/2025	624.45
133767	880021	Old School, LLC	09/30/2025	5,000.00
133768	573001	Ontario Sister Cities, Inc.	09/30/2025	897.46
133769	583450	State of Oregon Dept of Corrections	09/30/2025	4,800.00
133770	T7125	Snake River Valley EAA Chapter 837	09/30/2025	600.00
133771	879764	T&Z Hardware, Inc.	09/30/2025	32.98
133772	879720	Total Package Enterprises, LLC	09/30/2025	115.21
133773	879742	Trinity Health Epic - PP	09/30/2025	300.00
133774	UB*12284	LUIS VILLEGAS	09/30/2025	61.46
133775	879635	Western Building Maintenance, Inc.	09/30/2025	4,441.47
133776	468350	Motion Industries, Inc.	09/30/2025	55,061.18
133777	879803	SAR, Inc.	09/30/2025	19,458.10
Total for 9/30/2025:				97,572.64
Report Total (118 checks):				1,295,196.08