

**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
WEDNESDAY, NOVEMBER 12, 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 November 7, 2025. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

3) MOTION TO ADOPT THE AGENDA

4) CONSENT AGENDA

A) Adoption of City Council Meeting Minutes: October 28, 2025

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

6) PRESENTATIONS

A) Homeless Shelter Sites: Kylie Schroeder

7) OLD BUSINESS

A) Ordinance #2836-2025: Franchise Agreement with Farmers Mutual Telephone Company
B) Ontario Train Depot Lease and Management Agreement Addendum #1

8) DEPARTMENT HEAD UPDATES

A) Finance: Monthly Report
B) Fire: Quarterly Report

9) DISCUSSION ITEMS

A) Border Board Grant

10) HAND-OUTS

A) Minutes: County Court 10-15-2025, 10-22-2025
B) Packet: V&C Board Nov 2025

11) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

12) EXECUTIVE SESSION

A) ORS 192.660(2)(i): City Manager Evaluation

13) ACTION AFTER EXECUTIVE SESSION

A) City Manager Evaluation

14) ADJOURN

The City Council may recess/adjourn to Executive Session under ORS 192.660(2) as follows: (a) Employment of Public Officers, Employees, or Agents; (b) Discipline of Public Officers, Employees, or Agents; (c) Labor Negotiations; (d) Real Property Transactions; (e) Exempt Public Records; (f) Trade Negotiations; (g) Litigation [Current or Potential]/Consult with Legal Counsel; (h) Performance Evaluation of Public Officers and Employees; (i) 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 28, 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 28, 2025, in the Council Chambers of City Hall. Council members present were Deborah Folden, Ken Hart, Susann Mills, Michael Braden, John Kirby, and Adrianna Contreras. Penny Bakefelt was excused.

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

AGENDA

This Agenda was posted Friday, October 24, 2025. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

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

CONSENT AGENDA

KIRBY moved, HART seconded, **TO ADOPT THE CONSENT AGENDA, WHICH CONSISTED OF ADOPTION OF THE COUNCIL MEETING MINUTES OF OCTOBER 14, 2025**. Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-out; Folden-yes. Motion carried 6/0/1.

OLD BUSINESS

Ordinance #2836-2025: Farmers Mutual Telephone Franchise Agreement

Dan Cummings, City Manager, presented.

At the October 14th meeting, the City Attorney provide a report on this subject, and asked the Council to review the ordinance. It was tabled to the next Council meeting, which was the current meeting. The attorney has asked to have it tabled again to the November 12th meeting as he was finetuning some language with Farmers. If the Council was amenable to that, staff would bring it back at that date for discussion. However, if there were comments or questions, he was open to address those.

KIRBY moved, HART seconded, **THE CITY COUNCIL 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**. Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-out; Folden-yes. Motion carried 6/0/1.

Resolution #2025-126: Professional Service Contract Approval for Greenworks PC

Dan Cummings, City Manager, presented.

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



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

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

The negotiation team reviewed the proposal and cost proposal of the number one firm, Greenworks, PC, and believed they could provide the service required within the cost and time frame allowed in the grant. The committee started the negotiation process in September with Greenworks PC.

The cost of the project was being funded by the ODF grant awarded to the city, in the amount of \$573,100. The agreement needed to be approved to move forward with the project to meet the grant time frame.

Councilor Kirby stated he had contacted Mr. Cummings that day with questions, but Mr. Cummings had addressed them in the report. In reviewing the company's qualifications and recommendations, this area was different than the rest of Oregon, and the soils in the valley were not like Redmond or Pendleton, and not like anywhere in the Willamette Valley. Because this would give the look of this community for at least the next 75+ years, and many of the trees in Lion's Park were 90 years old, they needed to ensure that the city had input into it. Not just the design that someone in Portland thought would look good in Ontario, because that might not fit this community. He hoped and encouraged local citizens to step forward and provide input and expertise. He appreciated the work in getting the grant, but because of federal requirements, they were taking \$179k, leaving \$400k, to acquire and plant the trees. He was overly pleased, but wanted it done right.

Mr. Cummings added as part of the agreement, the city had to state that they were going to maintain the project. He had worked with Casey [Mordhorst, Public Works Director], as did Councilor Braden, who was part of the grant committee, in putting this all together.

KIRBY moved, CONTRERAS seconded, THE CITY COUNCIL 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. Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-out; Folden-yes. Motion carried 6/0/1.

MILLS moved, HART seconded, THE CITY COUNCIL APPROVE RESOLUTION #2025-126, A RESOLUTION APPROPRIATING FUNDS FROM THE OREGON DEPARTMENT OF FORESTRY GRANT. Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-out; Folden-yes. Motion carried 6/0/1.

NEW BUSINESS

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

Andy Wood, Airport Manager, presented.

The Airport Committee, along with city staff, and city engineers JUB, had been working to find a suitable grant to fund this project. The 2026 COAR Grant Application opened October 13, 2025, and was open through October 31, 2025.

The City of Ontario Municipal Airport Layout Plan set forth the improvements of the west side of Silverhawk FBO or an alternate suitable location, for planned growth and development of the site. JUB completed the environmental request. The next stage was approval from the City Council to submit the grant application before October 31, 2025.

The helipad project was a single helipad that would accommodate up to the size of a Robinson R-44 helicopter. This would increase safety around the airport ramp in accordance with the Capital Improvement Plan and the Airport Master Plan, which was to separate fixed wing aircraft from rotary aircraft. This area would help reduce fueling incidents around the fuel farm by setting out a landing area for rotary aircraft.



The COAR Grant funding allocation was 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. The Ontario Municipal Airport helipad construction would meet all FAA, ODOT, and ODAV grant requirements.

Councilor Hart stated the Airport Committee strongly supported this proposed action.

Councilor Mills questioned Mr. Wood in that she thought it read East at the Airport.

Mr. Wood stated it was West. It was on the Eastside of the runway, but it was West of the FBO.

Councilor Mills thanked him for the clarification, as well as providing her a recent tour of the area.

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

DEPARTMENT HEAD UPDATES

Police: Quarterly Report

Jason Cooper, Police Chief, presented.

Airport: Semi-Annual Report

Andy Wood, Airport Manager, presented.

HAND-OUTS

Minutes

County Court: 10-08-2025; Parks 08-21-2025

Check Register

September 2025

ADJOURN

MILLS moved, HART seconded, **THE MEETING BE ADJOURNED.** Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-out; Folden-yes. Motion carried 6/0/1. Meeting concluded at 7:06 p.m.

ACCEPTED:

Deborah K. Folden, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder





**AGENDA REPORT
OLD BUSINESS
November 12, 2025**

To: Mayor and City Council
FROM: Jeremy Green, City Attorney
THROUGH: Danny K. Cummings, City Manager
SUBJECT: **ORDINANCE #2836-2025: FRANCHISE AGREEMENT WITH FARMERS
MUTUAL TELEPHONE COMPANY**
DATE: October 15, 2025

PROPOSED MOTION:

- 1. I MOVE THAT THE CITY COUNCIL APPROVE ORDINANCE #2836-2025, THE FARMERS MUTUAL TELEPHONE FRANCHISE AGREEMENT, AS PRESENTED ON FIRST READING BY TITLE ONLY.**
- 2. I MOVE THAT THE CITY COUNCIL APPROVE ORDINANCE #2836-2025, THE FARMERS MUTUAL TELEPHONE FRANCHISE AGREEMENT, AS AMENDED, ON FIRST READING BY TITLE ONLY.**
- 3. I MOVE THAT THE CITY COUNCIL TABLE ORDINANCE #2836-2025, THE FARMERS MUTUAL TELEPHONE FRANCHISE AGREEMENT, UNTIL THE NEXT MEETING SO THAT THE COUNCIL HAS ADDITIONAL TIME TO OBTAIN ADDITIONAL INFORMATION ABOUT THE FRANCHISE AGREEMENT.**

SUMMARY:

Farmers Mutual Telephone Company desires to operate a telecommunications business within the city's incorporated limits. To this end, Farmers desires to place and operate its facilities in, upon, and across the city's right-of-way. The Council's approval of the subject franchise agreement (Ordinance #2836-2025) will provide Farmers with the right, privilege, and franchise to place and operate their facilities in the city's right-of-way.

In consideration of the rights, privileges, and franchise granted by the city to Farmers under the franchise agreement, Farmers will pay the city a franchise fee equal to the greater of 7% of Farmers' gross revenues, or \$500.00 per month. The term of the franchise agreement is 10 years.

BACKGROUND:

The franchise agreement was presented to the Council for discussion on October 14, 2025.

CURRENT SITUATION:

Negotiations with Farmers have been successful.

ANALYSIS:

- A. **STRATEGIC PLAN** N/A
- B. **FINANCIAL** Will add revenue to the general fund.
- C. **TIMING** This agreement should be approved in a timely manner as to not hold up the construction of the project and completion.
- D. **POLICY/LEGAL** The City Council makes the final decision on agreements or authorizes the City Manager to make the final decision.

ALTERNATIVES:

Council could choose to approve with agreement or Council could choose to table the action for further information on the agreement. Three motions are offered to reflect these options.

RECOMMENDATION:

Staff recommends the Council approve Ordinance #2836-2025, the franchise agreement ordinance.

ATTACHMENTS:

1. Ord #2836-2025 Franchise Agreement - Farmers Mutual Telephone Company.4898-7005-2950 .3



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 (i) abrogate Grantor’s right to perform any public works or public improvements of any description or nature whatsoever, (ii) 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, commencing on the Effective Date 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 Grantor, 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 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) as of the Effective Date. 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]

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

AYES:

NAYES:

ABSENT:

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

Deborah K. Folden, Mayor

ATTEST:

Tori Barnett, MMC, 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 November 12, 2025, subject to the terms and conditions contained in this Ordinance.

“Emergency” means a human created or natural event or circumstance that causes or threatens loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss.

“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 provided by radio common carrier; (b) one-way transmission of television signals; (c) the provision of cable television; (d) surveying; (e) private telecommunications networks; and/or (f) 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 November 12, 2025, and consisting of 12 pages, including this Exhibit A, is approved, accepted, and agreed upon by Grantee.

Dated: November __, 2025.

Famers Mutual Telephone Co.,
an Idaho corporation

By: _____



**AGENDA REPORT
OLD BUSINESS
November 12, 2025**

To: Mayor and City Council
FROM: Dan Cummings, City Manager/Community Development Director
THROUGH: Danny K. Cummings, City Manager
SUBJECT: **ONTARIO TRAIN DEPOT LEASE AND MANAGEMENT AGREEMENT
ADDENDUM #1**
DATE: November 5, 2025

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE ADDENDUM #1 TO THE ONTARIO TRAIN DEPOT LEASE AND MANAGEMENT AGREEMENTS DATED FEBRUARY 22, 2006, AND MARCH 5, 2009.

SUMMARY:

This is a housekeeping action to formalize an agreement made sometime in 2013 to remove the charge of 1/3 of the electrical cost to the Ontario Basque Club, who leases and maintains the Ontario Train Depot owned by the City of Ontario.

BACKGROUND:

In April 1997, the Ontario Railroad Depot building was donated to the City of Ontario.

In April 1998, the Ontario Train Depot Restoration Committee was a private 501(c)(3) nonprofit corporation organized to support the renovation and restoration of the Train Depot, and to provide support for community projects and organizations located in the general area encompassing the City of Ontario. It previously managed all aspects having to do with the renovation and restoration of the Train Depot, as well as overseeing and providing for the general maintenance, repair, cleaning, rental, supplies, and all operations having to do with the Train Depot. The Ontario Train Depot Restoration Committee completed the renovation and restoration of the interior main central portion, the interior south portion, all restoration of the outside, sidewalks, fencing, and entryway areas of the Ontario Train Depot.

The Basque club is a private (501(c)(3) nonprofit corporation organized to support the larger Basque community in the area, as well as to protect and promote the historical and cultural heritage of the region and to provide support for community projects and organizations not necessarily affiliated with the Basque community.

On February 22, 2006, the Ontario Basque Club entered into a lease agreement with the City of Ontario to lease a portion of the building being maintained by the Ontario Train Depot Restoration Committee. Under the lease agreement, the Basque Club was to pay one-third (1/3) of the average electrical cost per year starting out at \$633 annually but adjusting each year based on the previous year's total power usage.

On or about November 10, 2007, in conjunction with the dedication of the restored and renovated north end of the Ontario Train Depot as a Basque Cultural Center, and in conjunction with the celebration of the 100th Anniversary Celebration of completion of construction of the Ontario Train Depot, the Ontario Train Depot Restoration Committee informally turned the keys to and its responsibilities for the facility over to the Basque Club. The city did not formally participate in the transfer of responsibilities to the Basque Club.

Since November 10, 2007, the Basque Club has been overseeing and providing for the general maintenance, repair, cleaning, rental, supplies, and all operations having to do with the Ontario Train Depot, as well as projects providing for the continued renovation and restoration of the Ontario Train Depot under the general auspices of the city without a written agreement with the city.

On March 5, 2009, the City of Ontario entered into a Management Agreement with the Ontario Basque Club for the overseeing and providing for the general maintenance, repair, cleaning, rental, supplies, and all operations having to do with the Ontario Train Depot, as well as partnering with the city in future costs of improvements to be made to the building conforming to the master plan for the building. This also called for the Basque Club to pay for 1/3rd of the electrical costs, which were to be adjusted in November of each year.

CURRENT SITUATION:

In October 2025, the current City Manager, Dan Cummings, in reviewing the Lease Agreement and Management Agreement, determined that the last time the city had invoiced the Basque Club for the 1/3rd of the electricity was on November 5, 2012. The city received said payment on November 26, 2012, (Invoicing History attached).

Further, in researching, staff could not find where the \$1.00 per year on the 99-year lease had been paid as well.

The City Manager, in phone and email discussions with the Basque Club, arranged a meeting with their board after they had time to research their records to see what they had or could remember.

Both parties are assuming that some kind of agreement was made with the City Manager at the time, which would have been Jay Henry in 2013, that since the Basque club had been doing upgrades and remodeling without asking the city for any additional funds, which is part of the agreement, the city would pay the full electrical cost of the facility and no longer invoiced the Basque Club the 1/3rd cost.

Staff could not find any documentation of the Agreement to not invoice the Basque Club; therefore, staff is bringing Amendment #1 to the lease and agreement to formalize these past 13 years of no payment on the electrical costs by the Club.

Staff did invoice the Club for the full 99 years of lease payment at \$1.00 per year and the Club has paid the amount of \$99.00 in full as of November 4, 2025.

It is the opinion of the current City Manager that it is very beneficial to the city to continue allowing the Basque Club to manage and maintain the Train Depot that belongs to the city. It would cost a lot more than the current average of approximately \$1,800 a year in electrical use to maintain the building through the city contract with Jacobs, as well as having to manage the use of the building, which is all being done by the Basque Club at this time.

ANALYSIS:

- A. **STRATEGIC PLAN** N/A
- B. **FINANCIAL** No additional cost to the city at this time, as the city has been paying all the electrical bills for the past 13 years.
- C. **TIMING** This action should be done as soon as possible.
- D. **POLICY/LEGAL** City Council is the governing body that has approved both the current Lease and the current Management Agreement and therefore should be the one to approve the addendums to the documents.

ALTERNATIVES:

The Council could choose not to recognize the actions and require the Basque Club to start paying the 1/3rd cost again and could also request back payment of the owed amount since no formal agreement could be found to document the agreement.

RECOMMENDATION:

Staff recommends the City Council recognize the benefit the Basque Club does for the city by managing and maintaining the Train Depot building and approve Addendum #1 to the agreement and formally documenting what has been occurring over the past 13 years.

ATTACHMENTS:

1. Train Depot-Basque Club Agreement Addendum 1_Basque signed
2. Depot-City Bill of Sale 04-21-97
3. Basque-Depot 02-22-2006
4. Train Depot-Basque Club Agreement 03-05-2009
5. Invoicing Payment history Basque Club
6. Train Depot Income Statement 2005-2025

ONTARIO TRAIN DEPOT LEASE AND MANAGEMENT AGREEMENT
ADDENDUM # 1

BETWEEN: THE CITY OF ONTARIO, OREGON, an Oregon Municipal Corporation,
hereinafter referred to as "City"

And

ONTARIO, OREGON, BASQUE CLUB, an Oregon Nonprofit Corporation,
hereinafter referred to as "Basque Club"

REGARDING: THE ONTARIO TRAIN DEPOT, an important historic Building located at 300
Depot Lane in the City of Ontario, Oregon

RECITALS:

THE ONTARIO TRAIN DEPOT, an important historic Building located at 300 Depot Lane in the City of Ontario, Oregon

1. The Basque club is a private (501(c)(3) nonprofit corporation organized to support the larger Basque community in the area, as well as to protect and promote the historical and cultural heritage of the region and to provide support for community projects and organizations not necessarily affiliated with the Basque community.
2. The Ontario Train Depot Restoration Committee was a private 501(c)(3) nonprofit corporation organized to support the renovation and restoration of the Ontario Train Depot and to provide support for community projects and organizations located in the general area encompassing the City of Ontario. It previously managed all aspects having to do with the renovation and restoration of the Ontario Train Depot as well as overseeing and providing for the general maintenance, repair, cleaning, rental, supplies and all operations having to do with the Ontario Train Depot. The Ontario Train Depot Restoration Committee completed the renovation and restoration of the interior main central portion, the interior south portion, all restoration of the outside, sidewalks, fencing and entryway areas of the Ontario Train Depot.
3. The Ontario Train Depot Restoration Committee informally handled the duties set forth above for and under the general auspices of the City without a written agreement with the City.
4. The Basque Club and City entered into a Lease Agreement dated February 22, 2006.
5. The Basque Club and City entered into a Management Agreement dated March 5, 2009.
 - a. The Basque Club, under the Original 2006 Lease agreement and the 2009 Management Agreement was to pay approximately one third (1/3) of the electricity costs under Section 6 of February 22, 2006, Lease Agreement and Section 2(b) of the March 5, 2009, Management Agreement.

6. Sometime after January 1, 2013, a discussion was made to no longer collect the one-third (1/3) cost of the electrical bill, but we find no record that the agreement was amended to document this. Last transaction on the city records of the payment was on November 26, 2012.

7. Since November 10, 2007, the Basque Club has been overseeing and providing the general maintenance, repair, cleaning, rental, supplies, and all operations having to do with the Ontario Train Depot as well as projects providing for the continued renovation and restoration of the Ontario Train Depot under the general auspices of the City. A formal agreement was made with the city on March 5, 2009.

8. The Basque Club has undertaken a major renovation of the building as well as the maintenance of the building overall without asking for city participation.

9. The parties desire to formalize and amend the agreement to reflect the club not paying any of the electrical bills, in exchange for their continued effort to maintain and preserve the Depot for the City.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Basque Club shall continue to be responsible for overseeing and providing for the general maintenance, repair, cleaning, rental, supplies and all operations having to do with the Ontario Train Depot as well as projects providing for the continued renovation and restoration of the Ontario Train Depot as per the Lease Agreement dated February 22, 2006 and the Management Agreement Dated March 5, 2009.

2. The Lease Agreement between the City of Ontario and the Ontario Basque Club dated February 22, 2006, Section 6 Utility Costs, be amended to read "Electricity costs for the Depot to be paid for by the City of Ontario. This amendment is made effective on January 1, 2013

3. The Management Agreement between the City of Ontario and the Ontario Basque Club dated March 5, 2009, Section 2(b), be amended to read "Electricity costs for the Depot to be paid for by the City of Ontario. This amendment is made effective on January 1, 2013

This Addendum is acknowledged and is entered into on this 12th day of November 2025.

CITY OF ONTARIO

ATTEST

Deborah K. Folden, Mayor

Tori Barnett, MMC, City Recorder

ONTARIO, OREGON, BASQUE CLUB, INCORPORATED



Joe Plaza, President



317-92

DONATIVE BILL OF SALE

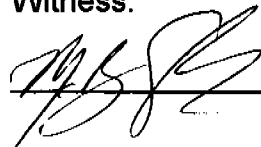
UNION PACIFIC RAILROAD COMPANY, a Utah corporation ("Donor") does hereby donate, transfer and deliver to CITY OF ONTARIO, a municipal corporation of the state of Oregon ("Donee") the following property, to wit:

One depot building located in Ontario, Malheur County, Oregon in the general location shown dot screen on the print dated January 4, 1996 marked Exhibit A, hereto attached.

DONOR, BY THIS INSTRUMENT, MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND FURTHER MAKES NO WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING UNDERSTOOD THAT THE DONEE IS ACQUIRING THE DEPOT BUILDING IN AN "AS IS" CONDITION WITH ALL FAULTS.

IN WITNESS WHEREOF, the Donor has duly executed this instrument this 21st Day of April, 1997.

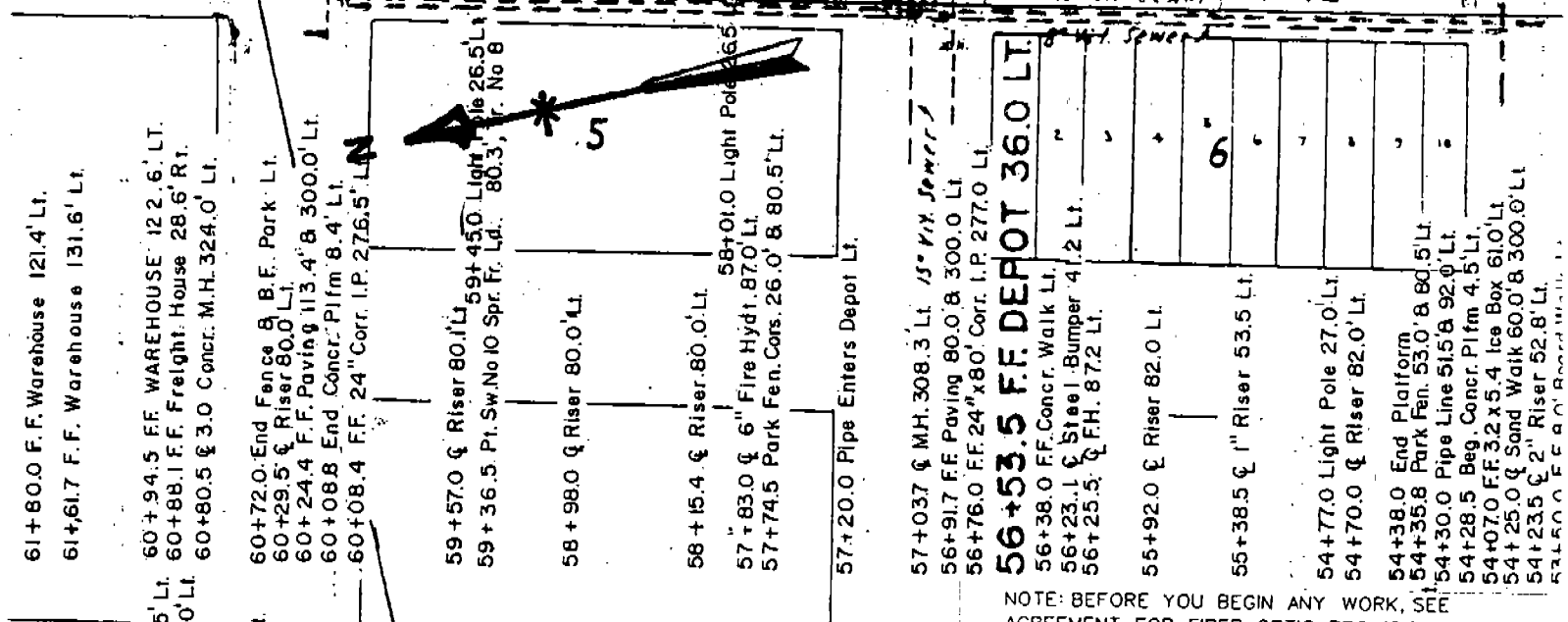
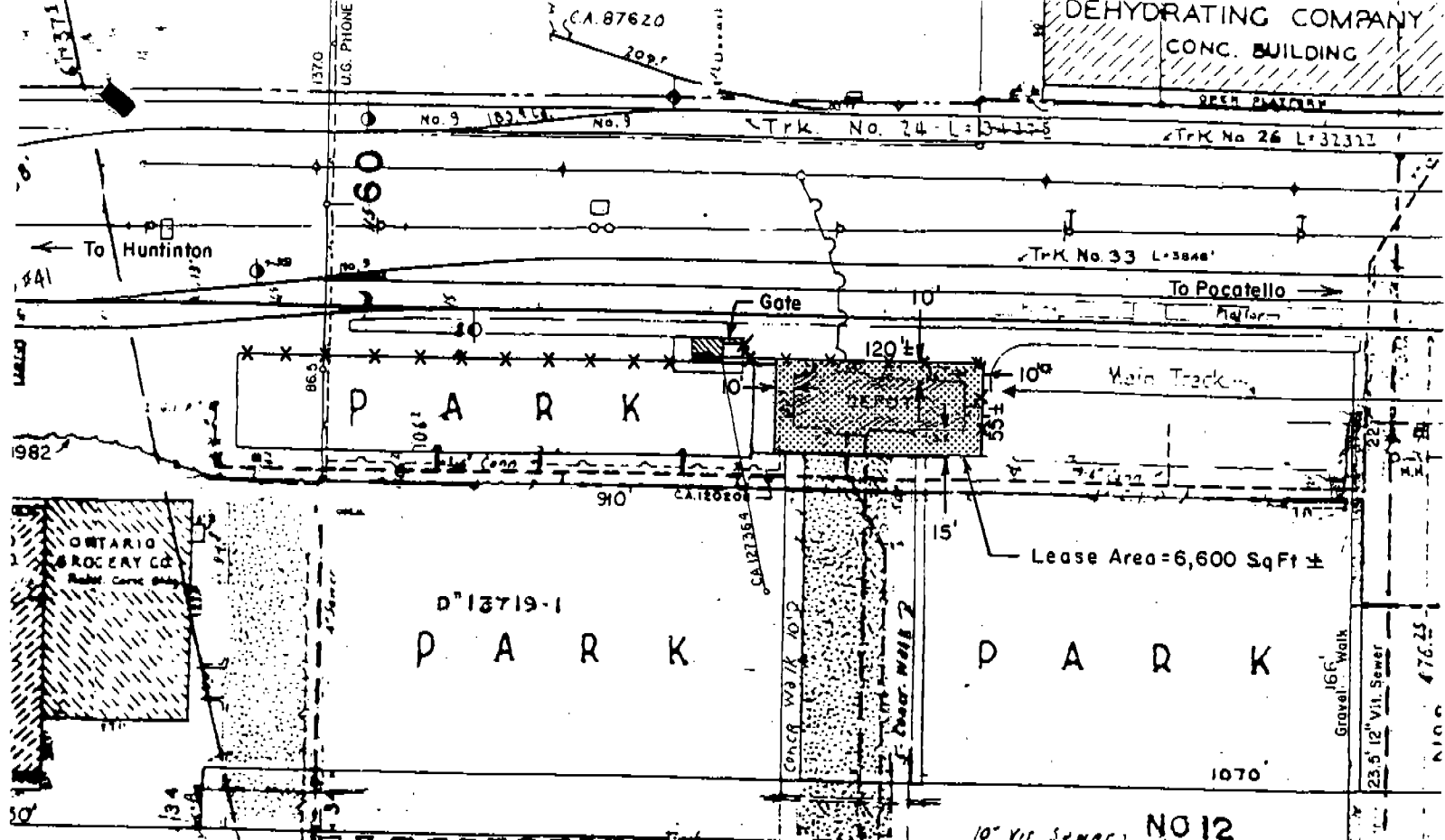
Witness:



UNION PACIFIC RAILROAD COMPANY

By  _____

Title:
D.H. LIGHTWINE
Director - Real Estate



- 61+80.0 F.F. Warehouse 121.4' Lt.
- 61+61.7 F.F. Warehouse 131.6' Lt.
- 60+94.5 F.F. WAREHOUSE 122.6' Lt.
- 60+88.1 F.F. Freight House 28.6' Rt.
- 60+80.5 & 3.0 Concr. M.H. 324.0' Lt.
- 60+72.0 End Fence & B.F. Park Lt.
- 60+29.5 & Riser 80.0 Lt.
- 60+24.4 F.F. Paving 113.4' & 300.0' Lt.
- 60+08.8 End. Concr. Plfm 8.4' Lt.
- 60+08.4 F.F. 24" Corr. I.P. 276.5' Lt.
- 59+57.0 & Riser 80.0 Lt.
- 59+36.5 Pt. Sw No 10 Spr Fr. Ld. 80.3' Lt. No 8
- 58+98.0 & Riser 80.0' Lt.
- 58+15.4 & Riser 80.0' Lt.
- 58+01.0 Light Pole 26.5' Lt.
- 57+83.0 & 6" Fire Hydt. 87.0' Lt.
- 57+74.5 Park Fen. Cors. 26.0' & 80.5' Lt.
- 57+20.0 Pipe Enters Depot Lt.
- 57+037 & M.H. 308.3 Lt. 15" V.H. Sewer
- 56+91.7 F.F. Paving 80.0 & 300.0 Lt.
- 56+76.0 F.F. 24" x 80' Corr. I.P. 277.0 Lt.
- 56+53.5 F.F. DEPOT 36.0 LI.
- 56+38.0 F.F. Concr. Walk Lt.
- 56+23.1 & Steel Bumper 41.2 Lt.
- 56+25.5 & F.H. 87.2 Lt.
- 55+92.0 & Riser 82.0 Lt.
- 55+38.5 & 1" Riser 53.5 Lt.
- 54+77.0 Light Pole 27.0' Lt.
- 54+70.0 & Riser 82.0' Lt.
- 54+38.0 End Platform
- 54+35.8 Park Fen. 53.0' & 80.5' Lt.
- 54+30.0 Pipe Line 51.5' & 92.0' Lt.
- 54+28.5 Beg. Concr. Plfm 4.5' Lt.
- 54+07.0 F.F. 32x5.4 Ice Box 61.0' Lt.
- 54+25.0 & Sand Walk 60.0' & 300.0' Lt.
- 54+23.5 & 2" Riser 52.8' Lt.

14.2' LT.
 NT M.S. TAT. CA. 120208
 TE 29.5' LT. (21.5' GATE)

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS. EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY
 ONTARIO, MALHEUR COUNTY, OREGON
 M.P. 498.89 - LA GRANDE SUB

TO ACCOMPANY AGREEMENT WITH
 CITY OF ONTARIO

SCALE: 1" = 100'

OFFICE OF CONTRACTS & REAL ESTATE
 OMAHA, NEBRASKA DATE: 1-4-96

MFH FILE: 317-92

LEGEND

- LEASE AREA SHOWN
- UPRRCO. R/W OUTLINED
- FENCE SHOWN

3RD AVE

ONTARIO TRAIN DEPOT LEASE AGREEMENT

BETWEEN: THE CITY OF ONTARIO, OREGON, an Oregon Municipal Corporation, hereinafter "City"

AND: ONTARIO OREGON, BASQUE CLUB, INC., an Oregon Private Nonprofit Corporation, hereinafter "Basque Club"

DATED: This 22 day of February, 2006.

RECITALS:

1. The Basque Club is a private, 501(c)(3) nonprofit corporation organized to support the larger Basque community in our area, as well as to protect and promote the historical and cultural heritage of our region, and to provide support for community projects and organizations not necessarily affiliated with the Basque community.
2. The Ontario Train Depot, hereinafter "Depot", is an important historic building within our community. Portions of the Depot have been remodeled and refurbished to re-establish the original look and historic feel of the facility.
3. The Basque Club has been able to obtain, through grants from the Basque Autonomous Community of Spain, funding to provide a permanent cultural center for the Club.
4. The Basque Club desires to inhabit the north wing of the Depot, currently occupied by Union Pacific, to establish a Basque Center for the community. In order to do so, Union Pacific offices must be relocated and considerable remodeling conducted within the north wing. Estimated costs for such remodeling projects, along with relocation of existing Union Pacific offices is estimated to cost in excess of \$108,000, the entire amount to be provided by the Basque Club through cash or in-kind donations. The Club has indicated an intent to allow private and public use of the north wing, when such use does not conflict with Club needs and after consultation with Club representatives.
5. The City and Basque Club feel that it would be an appropriate and desirable use of the Depot to house this organization, thereby occupying this historic, cultural building with a group that is a part of the area's heritage.
6. Both parties acknowledge that the existing Train Depot Restoration Committee currently cleans the public portions of the building, administers the reservation calendar, and has a strong interest in restoring and preserving the historic nature of the building.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The aforementioned premises are deemed true and are herein incorporated by reference.
2. **Term.** Upon execution of this Agreement by all parties, this Agreement shall be effective for a period of ninety-nine (99) years, beginning January 1, 2006. The Basque Club will pay an annual lease amount of \$1 to the City of Ontario during January of each year.
3. **Portion of the Facility Covered by Agreement.** As consideration for improvements made and services rendered under Paragraph 4, the Basque Club will remodel and occupy the North wing of the Train Depot and be allowed to use it for their club purposes (see Exhibit "A"). Additionally, the Club will be able to use the remaining public portions of the Depot for club events, provided that the Club does not significantly impact the public's ability to reserve the depot for private or public events.

It is anticipated that the existing Train Depot Restoration Committee may eventually desire to relinquish administration of building reservations. If and when that occurs, the Basque Club agrees to administer the reservation calendar for the entire Depot facility. City and Club agree that the Basque Club intends to use portions of the entire facility, from time to time, for Club events and meetings, such as Basque dance class, club meetings, etc., however, both parties agree that the Club's use of the Main hall and south wing of the Depot shall not hamper the public's ability to reserve the facility for public or private use. In reserving the Depot on behalf of the City, the Club shall not discriminate on the basis of age, race, sex, color, religion, national origin or disability.

The Basque Club shall exercise reasonable care and caution against causing damage, in any form, to the leased space. Furthermore, the Club shall not commit or suffer waste thereof or injury thereto and shall not create or maintain thereon any nuisance or any offensive object, matter or thing. The Club shall conform and comply with all applicable laws, ordinances and public regulations now or hereafter in effect, and hold harmless the City from any failure to do so and from any fines, penalties, forfeitures, or judgments resulting from such failures.

4. **Maintenance and Cleaning of Facility.** Basque Club agrees to maintain North wing in good condition, as determined by the City, and to provide access to facility to the City's designee at any and all reasonable times for purposes of examination and inspection. Major structural maintenance shall be responsibility of the City. If and when the Train Restoration Committee desires to discontinue cleaning services for the Depot, the Basque Club agrees to provide weekly cleaning of all portions of the Depot. City shall be responsible for maintenance and improvement costs associated with the interior portions of the Main hall and South wing of the Depot. Snow removal from sidewalks shall be the responsibility of the Basque Club. City shall be responsible for all exterior maintenance and improvement costs of entire Depot, unless otherwise agreed to by both parties.
5. **Relocation of Union Pacific Offices.** Basque Club agrees to relocate, at Club's entire expense, the existing offices inhabited by Union Pacific Railroad within the North wing of the Depot, pursuant to that Agreement, dated April 21, 1997, between City and Union Pacific. Relocation shall be subject to City and Union Pacific approval. Furthermore, Basque Club agrees to remodel North wing of Depot to

conform with original construction treatments, as remodeled in the existing public portions of the building. All remodel and construction projects shall be approved by the City and conform to Oregon Building Codes.

6. **Utility Costs.** Electricity costs for the Depot have been approximately \$1,900 annually. Based on percent occupancy of the building, the Basque Club agrees to pay approximately 1/3 of electricity costs, up to \$633 annually, which amount shall be reviewed by both parties from time to time as utility costs increase. Parties agree that utility costs will be adjusted as utility costs for the facility change over time and as usage by the Basque Club necessitates reapportionment of costs. Discussions to adjust costs may be initiated by either party.
7. **Alterations and Improvements.** The Basque Club shall not and will not make any changes, additions, alterations or improvements in, upon or about the facility, without first submitting same to the City and obtaining the City's written consent so such alterations and/or improvements. Improvements include structural or non-structural changes to the building, landscaping or exterior façade changes, installation of signage, or any other work requiring a building permit. Structural alterations shall be considered under the ownership of the City. Under no circumstances shall the Basque Club cause, through its actions or inactions, a lien to be placed upon the property.

Basque Club agrees to partner with the City in future costs of improvements to be made to the Depot to conform to the master plan for the building. Future costs will be established and cost sharing discussed at a time agreed upon by both parties. Nothing should be construed as limiting the City's rights and ability to unilaterally perform improvements, alterations, or maintenance upon the property. Both parties acknowledge that changes or additions to the exterior of the building must conform with historic standards set forth by the National Historic Society.

8. **Hold Harmless/Indemnification.** The Basque Club agrees to and does indemnify and agree to hold harmless City from any liabilities arising as a result of compliance with the terms and conditions of this Agreement. Basque Club shall hold City harmless for and on account of any damages or injury to or death of any person, or to the goods and chattels of any person, arising from the use of the leased premises by the Club, except when such loss, damage, injury or death is caused by or arises from the negligence of the City, its agents or employees. This provision is in no way to be deemed, construed or otherwise considered to nullify, waive or otherwise abrogate the required procedures and applicable limitations under the Tort Claims Statute as set forth in ORS 30.260 through 30.300.
9. **Liability/Property Insurance.** The Basque Club agrees to provide and keep in force liability insurance for activities and operations conducted within the Depot. Insurance shall be General Public Liability providing bodily injury, including death, personal injury and property damage coverage with combined single limit of at least Three-Hundred Thousand Dollars (\$300,000). This insurance shall provide Broad Form Contractual Liability covering the indemnity provisions contained within this Agreement, severability of interests, and name the City as additional insured.

The Basque Club hereby waives its right of subrogation under the above insurance policy against City for payment made to or on behalf of agents of Basque Club or for loss of its owned or leased property

or property under its care, custody and control while on or near the premises. The Basque Club's insurance shall be primary with respect to any insurance carried by City with regard to occupied portions of the Depot. City's insurance shall be primary with regard to remainder of Depot.

10. **Notice.** Whenever notice is required within this Agreement, said notice shall be deemed provided when written and either personally delivered or placed, postage prepaid, in the mail of the United States Postal Service addressed to the other party as follows:

City Manager
City of Ontario
444 SW 4th Street
Ontario, OR 97914

President
Ontario Oregon, Basque Club, Inc.
PO Box 1233
Ontario, OR 97914

11. **Existing Lease Agreement with Union Pacific.** Both parties acknowledge the existing Lease Agreement, dated April 21, 1997 between the City and Union Pacific Railroad. Both parties agree that provisions of this Lease Agreement are subject to the provisions contained within that Agreement and nothing herein shall be construed as superseding the provisions of the earlier Agreement. The Basque Club agrees that, notwithstanding provisions contained herein, the Club agrees to conform to provisions contained within the April 21, 1997 Agreement between City and Union Pacific.
12. **Subletting.** The Basque Club agrees not to let or sublet the property, in whole or in part, or to assign this Lease without the written consent of City. Furthermore, it is agreed that any transfer or assignment of this Lease, whether voluntary, by operation of law or otherwise, without such written consent shall be void and, at the option of City, shall terminate this Lease.
13. **Successors and Assigns.** Subject to the provisions of Section 12 hereof, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
14. **Personal Property.** Except as herein provided, all personal property in the leased space shall be at the risk of the Basque Club only, and the City shall not be liable for any loss or damages to said personal property caused in any manner whatsoever except when such loss or damage is caused by or arises from the negligence of the City, its agents or employees. Basque Club acknowledges that some of the personal property within the building is on loan from others and recognizes rights of those owners.
15. **Termination.** It is agreed that the breach of any covenant, stipulation, or condition herein contained to be kept and performed by the Basque Club, shall, at the option of the City, forthwith work a termination of this Lease, and all rights of the Basque Club hereunder; provided, however, that the Basque Club shall not be deemed in default under this Lease unless the City has furnished written notice to the Club of the default, and the Club has failed to begin to cure the default within fourteen (14) days after receipt of City's default notice or, after commencing a cure, has failed to proceed diligently with its cure efforts.

In the event the Basque Club does not begin to cure the default within such fourteen (14) day period, the City may at once re-enter the facility and repossess itself thereof and remove all persons therefrom or may resort to an action of forcible entry and detainer, or any other action to recover the same. A waiver by the City of the breach by the Basque Club of any covenant or condition of this Lease shall not impair the right of the City to avail itself of any subsequent breach thereof.

The Basque Club may terminate this Lease by giving the City thirty (30) days written notice.

16. **Basque Club Independent from City.** Other than where specifically agreed to herein, the Basque Club shall at all times be deemed as independent from the City and not as an agent nor partner nor joint associate with the City. The parties acknowledge that any contracts entered into between the Basque Club and any third party shall not be an obligation to City, and that the Basque Club shall not represent that it has the power or authority to contractually bind or obligate City.
17. **Attorney's fees.** In the event any suit, action, or proceeding is brought to enforce the terms of this Agreement, or any portion hereof, the prevailing party in such suit, action, or proceeding, or any appeal therefrom shall be entitled to reasonable attorney fees in an amount to be set by the court.
18. **Entire Agreement.** This Lease represents the entire agreement between the parties and may be amended or modified only by written agreement, signed by both parties.

This Agreement is entered into this 22 day of February, 2006.

CITY OF ONTARIO:

ATTEST:

By: LeRoy Cammack
LeRoy Cammack, Mayor

By: Tori Barnett
Tori Barnett, City Recorder

ONTARIO, OREGON BASQUE CLUB, INCORPORATED:

By: Linda Feeley
Linda Feeley, President

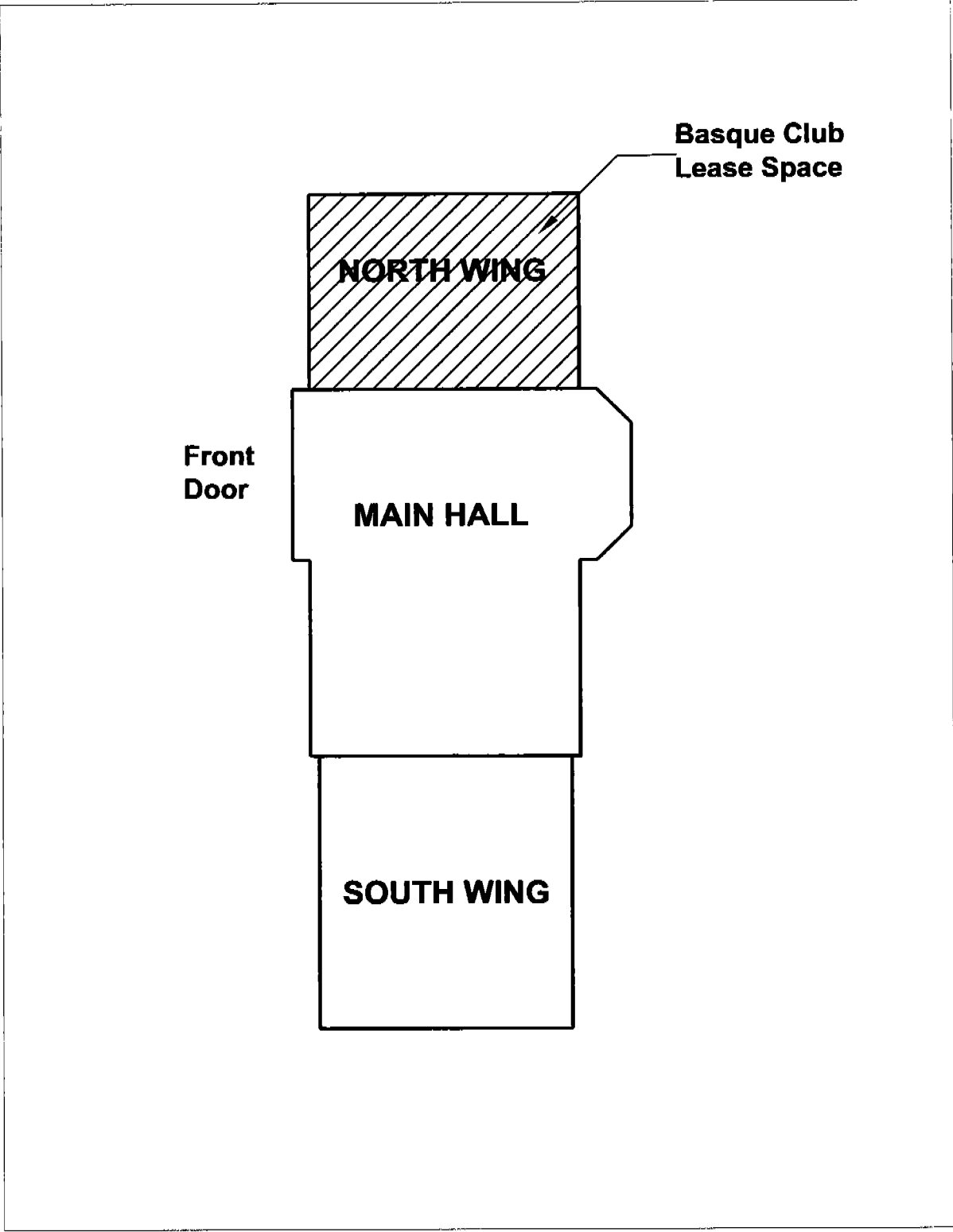
2/22/2006

By: Frank Yraguen
Frank Yraguen, Project Coordinator

List of Exhibits

Exhibit A Map of Train Depot
Exhibit B Basque Club Liability Insurance

EXHIBIT B



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

01/21/2008

PRODUCER THE INSURANCE GROUP, INC.
36 S. OREGON ST.
PO BOX 718
ONTARIO, OR 97914

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED ONTARIO BASQUE CLUB
PO BOX 1233
ONTARIO, OR

INSURED A: Oregon Mutual Insurance Company
INSURED B:
INSURED C:
INSURED D:
INSURED E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	OXO 5499852033	02/25/2008	02/25/2009	EACH OCCURENCE	\$500,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$500,000
						GENERAL AGGREGATE	\$1,000,000
						PRODUCTS-COMP/OP AGG	\$1,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Each accident)	
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-HIRED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	EA ACC
							AGG
		EXCESS/UMBRELLA LIABILITY				EACH OCCURENCE	
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	
		<input type="checkbox"/> DEDUCTIBLE					
		RETENTION \$					
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED				E.L. EACH ACCIDENT	
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS/VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CITY OF ONTARIO
444 SW 4TH ST
ONTARIO, OR 97914

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OR ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

C. Tracy Sinner

POLICY NUMBER: DLO 54 9 9852033

COMMERCIAL GENERAL LIABILITY
CG 20 11 01 96**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – MANAGERS OR LESSORS
OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You): 676 SW 5TH AVE
2. Name of Person or Organization (Additional Insured): CITY OF ONTARIO
3. Additional Premium: INCL

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ONTARIO TRAIN DEPOT MANAGEMENT AGREEMENT

BETWEEN: THE CITY OF ONTARIO, OREGON, an Oregon Municipal Corporation, hereinafter referred to as "City"

and

ONTARIO, OREGON, BASQUE CLUB, an Oregon Nonprofit Corporation, hereinafter referred to as "Basque Club"

REGARDING: THE ONTARIO TRAIN DEPOT, an important historic Building located at 300 Depot Lane in the City of Ontario, Oregon

RECITALS:

1. The Basque club is a private (501(c)(3) nonprofit corporation organized to support the larger Basque community in the area, as well as to protect and promote the historical and cultural heritage of the region and to provide support for community projects and organizations not necessarily affiliated with the Basque community.
2. The Ontario Train Depot Restoration Committee was a private 501(c)(3) nonprofit corporation organized to support the renovation and restoration of the Ontario Train Depot and to provide support for community projects and organizations located in the general area encompassing the City of Ontario. It previously managed all aspects having to do with the renovation and restoration of the Ontario Train Depot as well as overseeing and providing for the general maintenance, repair, cleaning, rental, supplies and all operations having to do with the Ontario Train Depot. The Ontario Train Depot Restoration Committee completed the renovation and restoration of the interior main central portion, the interior south portion, all restoration of the outside, sidewalks, fencing and entryway areas of the Ontario Train Depot.
3. The Ontario Train Depot Restoration Committee informally handled the duties set forth above for and under the general auspices of the City without a written agreement with the City.
4. The Basque Club and City entered into a Lease Agreement dated February 22nd, 2006, which, among other provisions, provided for:
 - a. The Basque Club to fund and make provisions for new office facilities for the local Union Pacific Office which was previously located in the North end of the Ontario Train Depot;
 - b. The Basque Club to fund, restore, renovate, and occupy the North end of the Ontario Train Depot for its Basque Club purposes; and
 - c. The Basque club to assume the responsibilities of the Ontario Train Depot Restoration Committee when, and in the event that, the Ontario Train Depot Restoration Committee determined that the Basque Club should assume its responsibilities.
5. On or about November 10th, 2007, and in conjunction with the dedication of the restored and renovated North end of the Ontario Train Depot as a Basque Cultural Center, and in conjunction with the celebration of the 100th Anniversary Celebration of completion of construction of the Ontario Train Depot, the Ontario

Train Depot Restoration Committee informally turned the keys to and its responsibilities for the facility over to the Basque Club. The City did not formally participate in the transfer of responsibilities to the Basque Club.

6. Since November 10th, 2007, the Basque Club has been overseeing and providing for the general maintenance, repair, cleaning, rental, supplies, and all operations having to do with the Ontario Train Depot as well as projects providing for the continued renovation and restoration of the Ontario Train Depot under the general auspices of the City without a written agreement with the City.
7. The Basque Club is undertaking a major renovation of the second floor of the Ontario Train Depot, and has submitted plans to the City for that renovation. The City has not yet approved the plans nor issued a building permit for the second floor renovation.
7. The parties desire to enter into a formal written agreement concerning the future management and renovation of the Ontario Train Depot.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Basque Club shall continue to be responsible for overseeing and providing for the general maintenance, repair, cleaning, rental, supplies and all operations having to do with the Ontario Train Depot as well as projects providing for the continued renovation and restoration of the Ontario Train Depot.

2. The Lease Agreement dated February 22nd, 2006, between the City and the Basque Club provides that the "(B)asque Club agrees to partner with the City in future costs of improvements to be made to the Depot to conform to the master plan for the building" and that "(F)uture costs will be established and cost sharing discussed at a time agreed upon by both parties." In compliance with that provision of the Lease Agreement, the Basque Club shall do the following:

a. To assume total responsibility for the funding, renovation, and restoration of the second floor of the Ontario Train Depot in accordance with building plans to be approved by the City and a building permit to be issued by the City;

b. To pay one-third of the total utility costs for the Ontario Train Depot, including the portion rented under the Lease Agreement. The Basque Club now pays \$633, or approximately one-third of the Utility Costs, under the Lease Agreement annually to the City for the Ontario Train Depot. The City will provide the Basque Club with an accounting on or after November 10, the anniversary date of the lease, showing the total utility expenses for the Train Depot for the previous year, along with a bill for the Basque Club's one-third share.

3. Paragraph 3 of the Lease Agreement between the parties is hereby modified to include as a "Portion of the Facility Covered by the Lease" the north wing of the second floor of the Depot as shown in Exhibit "A" attached hereto.

4. The parties acknowledge that the Basque Club's obligation to complete the renovation of the second floor of the Ontario Train Depot shall be paid for and is dependent upon the receipt of funds from special donations and Ontario Train Depot rental fees, and not from the Basque Club's general funds.

5. Any rental fees generated through the rental of the Ontario Train Depot facilities, including rental fees received for leasing the premises subject to the separate Lease Agreement,

shall be segregated in the Basque Club accounts and shall be used only for the payment of general maintenance and repair expenses, cleaning supplies and operational expenses associated with the Ontario Train Depot, and if sufficient funds are available, for renovations in accordance with the plans approved by the City. The rental fees shall not be used to pay any of the utility costs, which shall remain the responsibility of the parties in accordance with paragraph 2b. above. If rental fees are insufficient to pay for extraordinary repairs to the Depot, the Basque Club may request that the City contribute to the cost of completing those repairs.

6. The City shall have the right to periodically obtain an accounting from the Basque Club for the rents received and expenditures made in accordance with this Agreement.

7. The parties acknowledge that if the City contributes financially to the construction of any improvements in the Depot, that the construction project may be subject to Oregon public contracting laws, including competitive bidding and prevailing wage requirements. If the City contributes funds for repairs or renovations to the Ontario Train Depot, The Basque Club shall cooperate with City staff to obtain competitive quotes for completing those repairs in accordance with the City's Financial Policies Manual and Oregon's public contracting laws.

8. The City shall waive and/or be responsible for any building permit fees arising through its planning and building department.

9. The Basque Club and the City acknowledge all of the remaining responsibilities and rights under the Lease Agreement dated February 22nd, 2006, between the Basque Club and the City remain in full effect except as modified in this Management Agreement.

10. The City shall have the right to use the rental portions of the Ontario Depot for City events without charge. The City shall assume the responsibilities for clean up of the facility in the same manner as a normal renter and for coordinating its use through the Basque Club.

11. The Basque Club shall have the right to use the rental portions of the Ontario Train Depot for Basque Club events without charge. The Basque club shall assume the responsibilities for clean up of the facility in the same manner as a normal renter.

12. The Basque Club agrees to provide and keep in force liability insurance for activities and operations conducted within the Depot. Insurance shall be General Public Liability providing bodily injury, including death, personal injury and property damage coverage with combined single limit of at least Five Hundred Thousand Dollars (\$500,000). This insurance shall provide Broad Form Contractual Liability covering the indemnity provisions contained within this Agreement, severability of interests, and name the City as additional insured. The City and the Basque Club shall periodically review the amount of the liability insurance maintained by the Basque Club, and the amount of the liability insurance shall be increased by the Basque Club if recommended by the City's insurance carrier.

13. The City shall continue to maintain one or more policies of fire and casual insurance covering the Ontario Train Depot for its full insurable value on a replacement cost basis, and shall name the Basque Club as an additional insured. At the request of the Basque Club, the City shall periodically provide it with a certificate of insurance for such coverage. As the Basque Club completes improvements to the Ontario Train Depot, the City shall request that its insurance carrier reappraise the insurable value of the Ontario Train Depot to account for those improvements. If the Ontario Train Depot is damaged or destroyed, the City, in consultation with the Basque Club, shall use the insurance proceeds to replace or repair the Ontario Train Depot. If the City determines that replacement or repair is not economical, or if the insurance proceeds exceed the cost of replacement or repair, the insurance proceeds or remaining portion thereof shall be allocated between the parties as their interests may appear, taking into account the Basque Club's leasehold interest in the property, any increases in value due to improvements

made or financed by the Basque Club or the City, and depreciation. Any dispute between the parties as to the allocation of insurance proceeds shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

14. The Basque Club agrees to and does indemnify and agree to hold harmless City from any liabilities arising as a result of compliance with the terms and conditions of this Agreement. This provision is in no way to be deemed, construed or otherwise considered to nullify, waive or otherwise abrogate the required procedures and applicable limitations under the Tort Claims Statute as set forth in ORS 30.260 through 30.300.

15. In fulfilling its obligations under this Agreement, the Basque Club is acting as an independent contractor and not as an agent of the City, and it shall not hold itself out to third parties as an agent of the City. Except as set forth in this Agreement and the separate Lease Agreement between the parties, the City exercises no control or supervision over the time, place or manner in which the Basque Club manages the Ontario Train Depot. Likewise, the Basque Club shall be solely responsible for fulfilling any construction contracts entered into between it and third parties with respect to improvements to the Ontario Train Depot and shall not permit any liens or encumbrances to be recorded against the Ontario Train Depot. The Basque Club shall insure that any laborers hired by it or by third party contractors are covered by workers compensation and are otherwise in compliance with the employment laws of the State of Oregon.

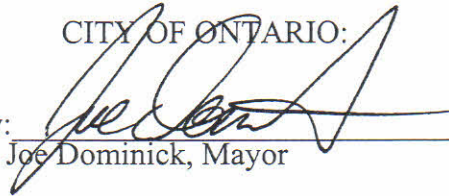
16. A termination of the separate Lease Agreement between the parties shall also terminate this Management Agreement.

This Management Agreement is entered into this 5th day of March, 2009.

CITY OF ONTARIO:

ATTEST:

By:


Joe Dominick, Mayor

By:


Tori Barnett, City Recorder

ONTARIO, OREGON, BASQUE CLUB, INCORPORATED

By:


Lisa Corcostegui, President

By:


Frank Yraguen,
Train Depot-Projects Coordinator

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
01/16/2009

PRODUCER THE INSURANCE GROUP, INC.
36 S. OREGON ST.
PO BOX 718
ONTARIO, OR 97914

INSURED ONTARIO BASQUE CLUB
PO BOX 1233
ONTARIO, OR

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURED A:	Oregon Mutual Insurance Company	
INSURED B:		
INSURED C:		
INSURED D:		
INSURED E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	OXO 5409852033	02/25/2009	02/25/2010	EACH OCCURENCE \$500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$500,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS-COMP/OP AGG \$1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-HIRED AUTOS				COMBINED SINGLE LIMIT (Each accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURENCE AGGREGATE
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
		OTHER				

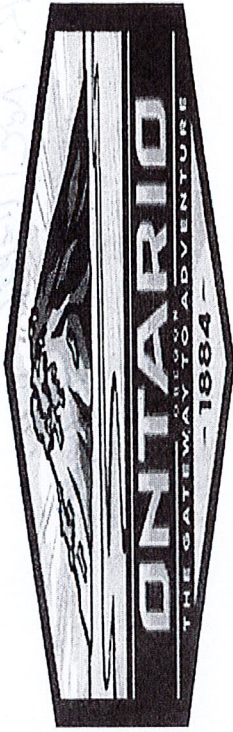
DESCRIPTION OF OPERATIONS / LOCATIONS/VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

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, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OR ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>C. Jaye Senner</i>

Accounts Receivable

Transaction History - Summary

User: cluoma@opgcpa.com
 Printed: 10/10/2025 - 11:32 AM
 Account: 0001509 - 1/3 TRAIN DEPOT ELECTRICITY
 Customer: 011397 - ONTARIO BASQUE CLUB



Tran Type	Invoice No	Tran Date	Post Date	Due Date	Description	Amount
INVOICE	0004014	11/25/2009	12/1/2009	12/28/2009	ONTARIO TRAIN DEPOT	753.08
PAYMENT	0004014	12/4/2009	12/7/2009			753.08
INVOICE	0004516	12/21/2010	12/21/2010	1/21/2011	ONTARIO TRAIN DEPOT:	849.85
PAYMENT	0004516	2/8/2011	2/14/2011			927.10
INVOICE	0004942	11/28/2011	11/28/2011	12/28/2011	ONTARIO TRAIN DEPOT	969.96
PAYMENT	0004942	12/7/2011	12/12/2011			969.96
INVOICE	0005242	11/1/2012	11/5/2012	12/1/2012	ONTARIO TRAIN DEPOT	1,659.98
PAYMENT	0005242	11/15/2012	11/26/2012			1,659.98
Adjustment	6126672	12/21/2010	1/13/2011		Revised Billing	77.25

Income Statement 2005-2025

Ontario Train Depot



REVENUE		
Depot Rental Income	55,125	
Grant Income - Basque Government	129,200	
Grant Income - Kinsman Foundation	10,971	
Grant Income - Cenarrusa Foundation	4,000	
Gross Income		\$199,296
EXPENSES		
HVAC	37,226	
Snow Removal	6,290	
Insurance	16,163	
Internet	14,020	
Depot Cleaning & Supplies	8,418	
Infrastructure & Maintenance	188,985	
Exterior Painting	4,895	
Alarm System	2,035	
Fencing and Basement Stair Cover	6,199	
Total expenses		\$284,231
Net operating income		-\$84,936
OTHER INCOME		
Ontario Basque Club Contributions	84,936	
Total other income		\$84,936
Net income (loss)		\$0

Depot Rental Income
2008-2025

6/4/2008	\$125.00
6/16/2008	\$200.00
7/17/2008	\$200.00
8/8/2008	\$125.00
9/10/2008	\$425.00
9/12/2008	\$25.00
9/16/2008	\$100.00
9/22/2008	\$50.00
10/23/2008	\$250.00
10/29/2008	\$125.00
11/25/2008	\$625.00
12/1/2008	\$25.00
12/23/2008	\$125.00
12/29/2008	-\$125.00
12/30/2008	\$100.00
1/2/2009	\$325.00
1/12/2009	\$25.00
2/3/2009	\$125.00
2/25/2009	\$125.00
3/16/2009	\$125.00
3/20/2009	\$125.00
5/19/2009	-\$125.00
5/29/2009	\$150.00
6/15/2009	\$125.00
6/29/2009	-\$100.00
6/30/2009	\$25.00
7/7/2009	\$25.00
7/31/2009	\$100.00
8/20/2009	\$150.00
9/10/2009	\$250.00
10/5/2009	\$50.00
10/6/2009	\$100.00
10/23/2009	\$300.00
10/27/2009	\$50.00
11/4/2009	\$50.00
11/17/2009	\$125.00
11/24/2009	\$125.00
12/4/2009	\$125.00
1/5/2010	\$125.00
1/11/2010	\$250.00
1/15/2010	\$50.00
2/11/2010	\$175.00
3/9/2010	\$250.00

Depot Rental Income

2008-2025

3/15/2010	\$375.00
3/20/2010	\$250.00
4/5/2010	\$250.00
4/6/2010	\$250.00
4/12/2010	\$125.00
5/16/2010	\$375.00
5/24/2010	-\$100.00
5/24/2010	\$125.00
5/28/2010	\$50.00
6/7/2010	\$250.00
7/23/2010	\$125.00
8/3/2010	\$50.00
8/6/2010	\$200.00
8/31/2010	-\$125.00
8/31/2010	-\$125.00
9/1/2010	\$325.00
9/10/2010	\$175.00
9/13/2010	\$100.00
10/1/2010	\$50.00
10/1/2010	-\$150.00
10/4/2010	\$50.00
11/15/2010	\$525.00
11/27/2010	\$250.00
12/14/2010	\$50.00
12/27/2010	\$125.00
12/6//2010	\$50.00
1/17/2011	\$225.00
2/7/2011	\$250.00
3/7/2011	\$50.00
4/16/2011	\$300.00
5/2/2011	\$125.00
5/6/2011	\$250.00
5/17/2011	\$500.00
6/6/2011	\$500.00
6/2/2011	-\$125.00
6/20/2011	-\$125.00
7/5/2011	\$250.00
7/15/2011	\$125.00
7/25/2011	\$250.00
7/29/2011	\$250.00
7/29/2011	-\$125.00
8/10/2011	\$250.00
10/27/2011	\$250.00
12/5/2011	\$125.00

Depot Rental Income

2008-2025

12/19/2011	\$125.00
12/27/2011	-\$50.00
12/30/2011	\$250.00
2/3/2012	\$250.00
2/6/2012	\$250.00
2/19/2012	\$375.00
3/5/2012	\$125.00
3/28/2012	\$125.00
4/16/2012	\$125.00
5/7/2012	\$750.00
5/27/2012	\$125.00
6/24/2012	\$125.00
10/1/2012	\$250.00
10/5/2012	\$200.00
10/6/2012	\$200.00
01/15/13	\$400.00
03/13/13	\$600.00
03/21/13	\$750.00
04/01/13	\$200.00
05/06/13	\$400.00
05/28/13	\$450.00
06/27/13	\$400.00
07/19/13	\$200.00
09/23/13	\$200.00
01/13/14	\$200.00
02/26/14	\$200.00
03/12/14	\$100.00
03/26/14	\$400.00
04/04/14	\$200.00
04/17/14	\$800.00
05/27/14	\$200.00
06/09/14	\$200.00
07/31/14	\$200.00
09/08/14	\$200.00
10/28/14	\$200.00
10/31/14	\$200.00
11/24/14	\$200.00
01/05/15	\$200.00
01/12/15	\$200.00
03/03/15	\$400.00
04/21/15	\$200.00
06/01/15	\$200.00
06/19/15	\$200.00
07/16/15	\$400.00

Depot Rental Income

2008-2025

07/27/15	\$200.00
07/31/15	\$200.00
08/26/15	\$200.00
09/10/15	\$200.00
10/02/15	\$200.00
10/22/15	\$200.00
11/20/15	\$200.00
12/02/15	\$200.00
12/04/15	\$400.00
12/10/15	\$200.00
12/29/15	\$200.00
01/04/16	\$200.00
01/26/16	\$200.00
03/07/16	\$450.00
04/05/16	\$200.00
05/23/16	\$200.00
06/27/16	\$200.00
08/04/16	\$200.00
08/08/16	\$200.00
08/30/16	\$200.00
11/10/16	\$400.00
12/23/16	\$600.00
03/07/17	\$200.00
03/15/17	\$200.00
03/22/17	\$200.00
04/04/17	\$400.00
04/25/17	\$200.00
05/19/17	\$200.00
06/02/17	\$200.00
07/11/17	\$200.00
07/21/17	\$200.00
10/18/17	\$200.00
10/23/17	\$100.00
11/21/17	\$200.00
12/11/17	\$400.00
12/29/17	\$200.00
01/17/18	\$200.00
03/13/18	\$200.00
03/19/18	\$200.00
05/08/18	\$100.00
05/22/18	\$400.00
06/29/18	\$200.00
11/14/18	\$700.00
12/21/18	\$650.00

Depot Rental Income

2008-2025

01/08/19	\$250.00
04/26/19	\$600.00
06/19/19	\$600.00
08/16/19	\$300.00
02/10/20	\$600.00
06/03/20	\$300.00
07/24/20	\$300.00
08/12/21	\$1,050.00
12/13/21	\$750.00
04/11/22	\$750.00
08/31/22	\$3,000.00
11/30/22	\$1,050.00
12/30/22	\$1,200.00
04/10/23	\$300.00
06/12/23	\$1,350.00
09/22/23	\$600.00
01/08/24	\$600.00
02/21/24	\$600.00
05/08/24	\$600.00
06/06/24	\$600.00
09/30/24	\$600.00
12/03/24	\$450.00
02/11/25	\$600.00
05/30/25	\$900.00
09/02/25	\$1,500.00

Total Rental Income \$55,125.00

**Grant Income
2005-2025**

Basque Government Grants

9/15/2005	\$27,892.92
4/26/2006	\$9,234.70
7/14/2006	\$5,706.03
7/17/2006	\$139.11
10/29/2007	\$17,759.54
10/29/2007	\$1,872.13
11/8/2007	\$2,173.38
11/8/2007	\$63.36
10/28/2008	\$4,930.64
2/27/2009	\$557.92
2/27/2009	\$5,252.16
1/29/2010	\$3,969.39
2/2/2010	\$2,917.73
5/28/2010	\$1,171.78
5/28/2010	\$861.34
2/4/2011	\$6,141.89
5/12/2011	\$1,871.30
7/19/2012	\$1,809.37
7/19/2012	\$1,348.10
9/15/2011	\$2,086.03
11/10/2011	\$6,019.99
11/10/2011	\$4,485.27
8/28/2012	\$3,031.93
12/23/2013	\$1,102.58
3/21/2014	\$4,351.01
3/24/2014	\$13.35
7/10/2014	\$1,434.85
3/6/2015	\$1,049.97
7/1/2015	\$6,016.58
7/29/2016	\$3,935.31
	\$129,199.66

Cenarrusa Foundation Grants

11/6/2007	\$2,000.00
1/5/2009	\$2,000.00
	\$4,000.00

Kinsman Foundation Grant

11/3/2023	\$10,971.00
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All Grants Income **\$144,170.66**

HVAC Expenses

2005-2025

Ck#		
2507	01/27/07	Clint's Heating heat pump system \$3,999.41
2532	03/05/07	Clint's Heating \$1,010.30
2819	10/31/09	Stan's Heating - new unit \$5,920.00
2877	04/16/10	Stan's Heating - upstairs unit \$5,920.00
2886	05/14/10	Stan's Heating shroud heat pump \$102.67
2926	12/26/10	Stan's Heating pump repair \$170.00
2999	09/29/11	stan's Heating \$340.00
3008	11/16/11	Stan's Heating \$85.00
3022	01/03/12	Stan's Heating - blower motor \$419.00
3049	03/05/12	Stan's Heating contract \$675.00
3159	05/06/13	Maintenance Contract \$675.00
3172	07/16/13	Air Conditioner \$100.00
3268	04/15/14	Maintenance Contract \$675.00
3290	09/24/14	Air Conditioner \$100.00
3376	11/15/15	McCrea \$110.15
3419	06/06/16	Maintenance Contract \$697.50
3430	07/22/16	Inv 19292 replace furnace unit \$6,642.00
3448	12/06/16	defrost board Goodman heat pump \$161.20
3487	05/23/17	½ Maintenance Contract \$337.50
3507	11/15/17	½ Maintenance Contract \$337.50
3528	03/11/18	Upstairs remodel wrap HVAC \$2,688.00
3553	05/30/18	½ Maintenance Contract \$337.50
3557	07/31/18	Upstairs A/C service call \$100.00
3564	11/29/18	½ Maintenance Contract \$337.50
3609	05/06/19	½ Maintenance Contract \$337.50
3627	11/04/19	½ Maintenance Contract \$337.50
3658	05/20/20	½ Maintenance Contract \$337.50
3684	02/22/21	½ Maintenance Contract \$337.50
3696	05/03/21	½ Maintenance Contract \$337.50
3707	12/06/21	½ Maintenance Contract \$337.50
3719	05/02/22	½ Maintenance Contract \$337.50
3731	09/03/22	Inv 17818561, 181173121 \$375.00
3744	11/28/22	½ Maintenance Contract \$337.50
3768	04/10/23	½ Maintenance Contract \$337.50
3798	11/01/23	½ Maintenance Contract & re[;ace : \$523.50
3821	04/30/24	½ Maintenance Contract \$337.50
3849	11/24/24	½ Maintenance Contract \$337.50
3883	06/19/25	½ Maintenance Contract \$337.50
3889	10/9/2025	½ Maintenance Contract \$337.50

\$37,226.23

Snow Removal

2005-2025

Ck#		
2749	01/05/09	Green Giant snow removal \$100.00
2755	02/03/09	Green Giant snow removal \$100.00
2762	03/05/09	Green Giant snow removal \$50.00
2839	01/18/10	Green Giant snow removal \$150.00
2848	02/18/10	Green Giant snow removal \$50.00
2923	12/10/10	Green Giant snow removal \$100.00
2933	01/05/11	Green Giant snow removal \$150.00
3114	01/15/13	Dec 2012 \$50.00
3129	02/09/13	Jan 2013 \$50.00
3226	01/04/14	Dec 2013 \$150.00
3240	02/06/14	Jan 2014 \$75.00
3249	03/03/14	Feb 2014 \$150.00
3302	12/16/14	Nov 2014 \$75.00
3306	01/30/15	Dec 2014 \$150.00
3314	02/17/15	Jan 2015 \$75.00
3383	01/21/16	Dec 2015 \$150.00
3387	02/16/16	Jan 2016 \$75.00
3451	01/14/17	Dec 2016 \$225.00
3460	02/20/17	Jan 2017 \$600.00
3513	01/20/18	Dec 2017 \$150.00
3526	03/11/18	Feb 2018 \$75.00
3634	01/06/20	Dec 2019 \$190.00
3643	02/21/20	Jan 2020 \$95.00
3686	02/22/21	Jan 2021 \$95.00
3690	04/07/21	Feb & March 2021 \$285.00
3709	01/12/22	Dec 2021 \$375.00
3711	02/17/22	Jan 2022 \$250.00
3748	01/10/23	Dec 2022 \$625.00
3757	02/20/23	Jan 2023 \$125.00
3803	01/08/24	Dec 2023 \$125.00
3811	02/16/24	Jan 2024 \$750.00
3858	02/22/25	Jan 2025 \$125.00
3873	03/18/25	Feb 2025 \$500.00

\$6,290.00

**Insurance
2005-2025**

2672	2005 Oregon Mutual	\$676.13
2488	2006 Oregon Mutual	\$25.00
2774	2006 Oregon Mutual	\$577.01
2519	2007 Oregon Mutual	\$621.15
5008	2008 Oregon Mutual	\$633.11
2760	2009 Oregon Mutual	\$637.45
2845	2010 Oregon Mutual	\$874.16
2942	2011 Oregon Mutual	\$877.16
3046	2012 Oregon Mutual	\$760.50
3053	2012 Oregon Mutual	\$7.25
3132	2013 Oregon Mutual	\$765.50
3243	2014 Oregon Mutual	\$785.39
3313	2015 Oregon Mutual	\$777.39
3390	2016 Oregon Mutual	\$834.56
3458	2017 Oregon Mutual	\$804.44
3519	2018 Oregon Mutual	\$810.44
3575	2019 Oregon Mutual	\$787.44
3642	2020 Oregon Mutual	\$779.44
3689	2021 Oregon Mutual	\$785.44
3712	2022 Oregon Mutual	\$829.62
debit	2023 Oregon Mutual	\$829.62
3809	2024 Oregon Mutual	\$833.62
3859	2025 Oregon Mutual	\$851.62

\$16,163.44

Internet
2007-2025

Ck#		
2007	Malheur Bell	\$414.27
2008	Malheur Bell	\$666.00
2009	Malheur Bell	\$666.00
2010	Malheur Bell	\$666.00
2011	Qwest	\$666.00
2012	Century Link	\$816.00
2013	Century Link	\$831.95
2014	Century Link	\$852.01
2015	Century Link	\$903.55
2016	Century Link	\$863.88
2017	Century Link	\$863.88
2018	Century Link	\$792.34
2019	Century Link	\$777.76
2020	Century Link	\$826.85
2021	Includes new modem	\$982.55
2022	Century Link	\$625.89
2023	Century Link	\$646.90
2024	Century Link	\$699.88
2025	through Sept	\$458.95

\$14,020.66

Depot Cleaning Supplies

2008-2025

Ck#			
2722	09/11/08	Kinney&Keele - comm. Vacuum	\$280.00
2730	10/7/2008	Lisa - depot supplies	\$20.17
2744	12/30/2008	Patty - depot supplies	\$54.83
2781	5/4/2009	Lisa - depot supplies	\$66.10
2785	5/4/2009	Patty - depot supplies	\$10.56
2787	05/29/09	Uncle Sam's Flags	\$51.87
2792	06/11/09	Uncle Sam's Flags	\$45.48
2794	06/16/09	Toombs Janitorial	\$115.48
2795	06/23/09	Toombs Janitorial	\$25.90
2798	06/25/09	Toombs Janitorial	\$17.87
2800	7/1/2009	Patty - smoker poles	\$314.85
2822	11/1/2009	Patty - supplies	\$54.49
2824	11/7/2009	Kinney&Keele - keys	\$7.16
2862	3/13/2010	Patty - supplies	\$18.25
2883	5/6/2010	Walmart supplies	\$39.35
2885	05/14/10	floor refinish	\$70.00
2900	6/28/2010	Patty Supplies	\$51.10
2922	12/2/2010	Toombs Janitorial	\$55.12
2965	6/6/2011	Patty Flag	\$77.47
2987	7/25/2011	Home Depot	\$227.83
2989	08/09/11	Toombs Janitorial	\$121.69
3029	01/18/12	Toombs Janitorial floor cleaner	\$22.30
3054	3/28/2012	Patty Steam mop	\$105.99
3091	08/08/12	Toombs Janitorial	\$51.60
3094	09/10/12	flag, frames, maintenance	\$163.63
3148	03/15/13	Nguyen cleaning	\$100.00
3158	04/05/13	Toombs	\$86.69
3170	07/16/13	Toombs Janitorial	\$187.58
3197	10/07/13	Pam & Linda supplies	\$48.44
3217	10/07/13	Frank Y – American Flag	\$75.00
3221	12/18/13	Connie's Cleaning	\$325.00
3227	01/06/14	Linda F. supplies	\$33.88
3274	06/02/14	Linda F. supplies	\$21.97
3280	07/01/14	Connie's Cleaning	\$300.00
3283	07/09/14	Toombs Janitorial	\$198.73
3293	10/06/14	Linda F. supplies	\$38.94
3301	12/01/14	Lisa C. supplies	\$149.92
3311	02/17/15	Connie's Cleaning	\$275.00
3341	05/04/15	Linda F. supplies	\$56.53
3363	08/18/15	Connie's Cleaning	\$59.15
3374	11/02/15	Linda F. supplies	\$275.00
3375	11/02/15	Connie's Cleaning	\$16.99
3379	01/04/16	Linda F. sup vacuum	\$150.00

Depot Cleaning Supplies

2008-2025

3420	06/06/16	Linda F. supplies	\$106.00
3425	06/21/16	Connie's Cleaning	\$325.00
3439	10/30/16	Frank Y – American Flag	\$140.90
3447	12/06/16	Connie's Cleaning	\$206.25
3495	06/05/17	Frank - American Flag	\$174.84
3501	09/07/17	Connie's Cleaning	\$202.50
3510	01/08/18	Linda F. supplies	\$262.99
3558	08/10/18	Connie's Cleaning	\$525.00
3562	09/10/18	Frank - Flag	\$131.35
3605	04/26/19	Pine Valley Co – cleaning	\$525.00
3620	08/15/19	Pine Valley Co – cleaning	\$87.00
3682	01/18/21	Pine Valley Co – cleaning	\$229.00
3708	12/13/21	Pine Valley Co – cleaning	\$312.53
3730	08/15/22	Pine Valley Co – cleaning	\$350.00
3769	04/10/23	Pine Valley Co – shark vacuum	\$249.00
3823	05/06/24	Frank Y – supplies	\$41.32
debit	06/05/24	Costco – supplies	\$21.19
3854	02/03/25	Frank Y – American Flag	\$59.99

\$8,417.77

Depot Infrastructure and Maintenance

2005-2025

Ck#		
2737	12/27/05 Maeda Tuttle Construction	\$8,300.00
2738	12/27/05 Pacific Mobile Structures	\$17,000.00
2739	12/29/05 Home Depot	\$2,592.92
2792	05/02/06 Pacific Mobile Structures	\$4,128.00
2482	7/24/2006 Maeda Tuttle Const	\$1,510.33
2494	11/06/06 Joe Mollahan - lock	\$13.99
2497	11/24/06 Mendiola Gravel 20 yards	\$350.00
2501	12/04/06 Costco flooring	\$3,999.41
2506	01/17/07 Home Depot	\$2,602.82
2508	01/27/07 Gene Allen Construction	\$415.95
2524	02/05/07 Home Depot	\$510.66
2526	02/25/07 Greg Sweet Drywall	\$3,175.00
2509	02/25/07 Vale Electric	\$5,640.00
2538	03/20/07 Home Depot	\$218.16
2524	03/20/07 Home Depot asement shelving pair	\$510.66
2538	03/20/07 Home Depot	\$218.16
2558	06/04/07 Home Depot painting and stripping	\$172.98
2561	07/15/07 Home Depot painting and stripping	\$389.75
2565	08/21/07 CK3	\$375.00
2567	08/21/07 CK3	\$698.00
2568	08/21/07 Ontario Tool Rental	\$40.00
2572	09/09/07 Rejuvenation light fixtures	\$1,814.00
2573	09/28/07 Home Depot	\$218.69
2586	10/04/07 Holladay Stained Glass	\$765.00
2579	10/17/07 Home Depot	\$1,437.74
2585	11/04/07 SRCI	\$150.00
2586	11/04/07 A-Core Concrete basement	\$598.75
2587	11/04/07 Bruce Davis Plumbing	\$140.22
2588	11/04/07 Maeda Tuttle Construction	\$250.00
2584	11/04/07 Blinds by Design	\$2,578.54
2590	11/06/07 Bruce Davis Plumbing	\$292.50
2591	11/06/07 Home Depot	\$2,333.65
2586	11/09/07 Uncle Sams' Flags	\$153.45
2599	12/15/07 Projector, Sound System	\$2,508.65
2602	12/17/07 Home Depot cabinets	\$2,465.27
5004	12/28/07 Maeda Tuttle Construction	\$14,500.00
5003	12/31/07 Holladay Engineering	\$500.00
5010	02/25/08 Green Giant Snow Removal	\$250.00
5011	02/25/08 Home Depot	\$175.86
5009	02/28/08 Vale electric	\$360.00
2635	06/10/08 City of Ontario - permit	\$266.75
2636	06/10/08 Holladay Engineering	\$1,150.00
2637	06/10/08 Holladay Engineering	\$2,848.82

Depot Infrastructure and Maintenance

2005-2025

	06/20/08	Holladay Engineering	-\$2,850.00
2642	07/07/08	Vale Electric	\$1,051.60
debit	07/22/08	Costco chairs round tables	\$3,719.76
2733	11/10/08	City of Ontario utilities	\$633.00
2736	11/25/08	Coley's - upstairs windows	\$2,644.00
2765	03/05/09	Holladay Engineering Stair plans	\$250.00
2815	10/24/09	A-1 Key and Lock - front door	\$62.95
2821	10/31/09	SK Construction -down-payment up	\$2,000.00
2820	10/31/09	Vale Electric - down payment	\$2,000.00
2828	12/04/09	City of Ontario utilities	\$753.08
2831	12/20/09	Home Depot - snow shovel, weathe	\$77.70
2838	01/11/10	SK Construction upstairs	\$1,913.92
2849	02/25/10	SK Construction - upstairs	\$1,047.42
2865	03/20/10	SK Construction	\$2,064.62
2881	05/05/10	Vale Electric upstairs	\$9,066.92
2903	07/23/10	Vale Electric	\$477.63
2905	08/03/10	Herbert Miller Cabinets upstairs	\$497.00
2908	09/06/10	Herbert Miller Cabinets upstairs	\$496.55
2920	11/06/10	Franklin Building Supply	\$31.80
2925	12/14/10	Home Depot	\$698.56
2934	01/18/11	James Dobney - entrance railing	\$610.00
2935	02/07/11	City of Ontario utilities	\$927.10
2963	05/05/11	City of Ontario 1/2 permit ADA bath	\$198.50
2975	06/20/11	Vale Electric - wiring ADA bathroom	\$499.89
2980	06/28/11	Rejuvenation - lamp cove	\$134.00
2985	07/22/11	Kinney Keel - filter	\$25.99
2992	09/05/11	SK Construction - ADA bath and clo	\$8,613.00
2997	09/14/11	Franklin Bldg Supply doors	\$950.10
3002	10/15/11	Home Depot - ADA bath and freifgh	\$81.93
3003	10/27/11	Treasure Valley Plumbing - ADA	\$158.00
3004	11/04/11	Vale Electric - ADA	\$260.00
3005	11/07/11	Frame Gallery	\$157.52
3010	11/22/11	AIW Ontario brick sealant	\$150.00
3009	11/22/11	A-1 Key and Lock - deadbolt	\$62.95
3012	12/05/11	City of Ontario utilities	\$969.96
3015	12/09/11	Glenn Bros. Construction - upstairs	\$1,054.45
3017	12/19/11	Lumber Liquidators upstairs - Lisa	\$4,997.52
3028	01/16/12	Home Depot	\$137.39
3033	02/03/12	Vale Electric	\$1,107.78
3036	02/03/12	Lowe's - ceiling fan etc.	\$636.27
debit	02/09/12	Lumber Liquidators - upstairs	\$395.00
3040	02/17/12	SK Construction - drywall	\$252.00
3045	02/28/12	Home Depot - switch plates, etc	\$64.00
3055	03/28/12	Floors to Go stairs carpet	\$520.00

Depot Infrastructure and Maintenance

2005-2025

3056	04/01/12 Dept. Corrections labor floor	\$916.00
3065	04/12/12 Glen Bros. Construction - brick sde	\$127.50
3066	04/14/12 Home Depot Bulding Supplies	\$171.34
3077	05/14/12 Costco tables and chairs	\$3,164.64
3076	05/21/12 Home Depot	\$201.32
3085	06/24/12 Home Depot - renovation	\$517.02
3098	10/01/12 Stateline door	\$240.00
3104	10/22/12 Home Depot	\$66.17
3105	10/23/12 A-1 Key and Lock re-key depot	\$524.50
3107	11/15/12 City of Ontario utilities	\$1,659.98
3109	11/15/12 Home Depot	\$48.16
3147	03/15/13 Ontario Tool Rental	\$30.00
3171	07/16/13 Home Depot	\$128.88
3181	08/23/13 Kinney Industries, pulley	\$139.69
3211	10/29/13 A1 Key & Lock – men's bathroom lo	\$10.00
3216	11/19/13 Home Depot bathroom door	\$14.44
3397	03/07/16 Coley's Glass – broken display glas	\$130.53
3412	05/02/16 leaking roof repair	\$488.00
3453	01/20/17 Vale Electric	\$1,092.95
3497	06/29/17 A1 Key & Lock –new bolt & rekey do	\$100.00
debit	01/03/18 Rejuvenation lamp globe	\$341.00
3512	01/20/18 Vale Electric	\$107.24
3525	03/11/18 Albert Christiani door	\$498.00
3530	03/14/18 SK Construction partial upstairs	\$15,000.00
3543	04/11/18 SK Construction partial upstairs	\$6,757.00
3562	09/10/18 Frank - Depot restoration	\$627.06
3568	12/26/18 Pine Valley Co – plumber	\$93.58
3572	01/24/19 A1 Key & Lock –backdoor lock repla	\$65.00
3589	03/12/19 Albert Christiani	\$300.00
3604	04/26/19 Vale Electric	\$291.40
3605	04/26/19 Pine Valley Co. plumber	\$184.00
3620	08/15/19 Pine Valley Co – plumber	\$288.97
3640	02/03/20 Pete Campbell Electric – outdoor li	\$247.25
3663	06/01/20 Pine Valley Co –	\$335.25
3685	02/22/21 Vale Electric repair after breakin	\$531.82
3687	02/22/21 Pine Valley Co – repairs after breaki	\$2,964.00
	after breakin -cleaning in & outside with dump run	
3699	09/01/21 Pine Valley Co – repairs after Hager	\$931.00
3708	12/13/21 Pine Valley Co – women's bathroom	\$47.53
3716	03/23/22 Vale Electric	\$1,039.76
3730	08/15/22 Pine Valley Co – plumber	\$391.59
3801	12/29/23 Pine Valley Co – plumber	\$85.00
3818	3/7/2024 Carpet OneFlooring Project – main	\$7,620.28
3843	06/29/24 Carpet One	\$2,135.13

Depot Infrastructure and Maintenance

2005-2025

3875 05/21/25 Pine Valley Co – men's bathroom lo \$111.99

\$188,984.51

Depot Security System

2020-2025

debit	08/14/20 Home Depot – components	\$292.98
debit	08/14/20 Paypal – cameras & extra door/winc	\$492.96
debit	09/14/20 Yearly subscription	\$100.00
debit	09/14/20 Home DepotRing component	\$52.30
debit	09/15/20 Yearly Subscription, monotring	\$100.00
debit	09/16/20 Paypal – cameras & extra door/winc	\$67.48
debit	9/17/2020 Amazon components	\$14.24
debit	9/20/2020 PayPal – components	\$30.98
debit	11/27/20 Ring components	\$149.99
debit	06/01/21 Ring Cameras	\$143.98
debit	06/07/21 Ring battery	\$30.98
debit	09/15/21 Yearly Subscription, monotring	\$100.00
debit	09/15/23 Yearly Subscription, monotring	\$100.00
debit	09/15/24 Yearly Subscription, monotring	\$100.00
debit	09/15/25 Yearly Subscription, monotring	\$199.99
debit	11/25/25 Ring camera for upstairs	\$59.53

\$2,035.41

Exterior Fencing, Stair Cover Painting

2014 2020

Ck#

Joe Kinney Industries

3681 12/30/20 fencing back of depot, stair cover **\$6,199.00**

Painting outside depot

3279 07/01/14 Ernie Alger Painting **\$4,895.00**


Upcoming Expenses

GG Plumber	new water heater	\$1,800.00
Stan's	Compressor	\$3,500.00
Coley's	Replace 2 broken windows	\$926.22
Kinney Industries	Repair railing	?

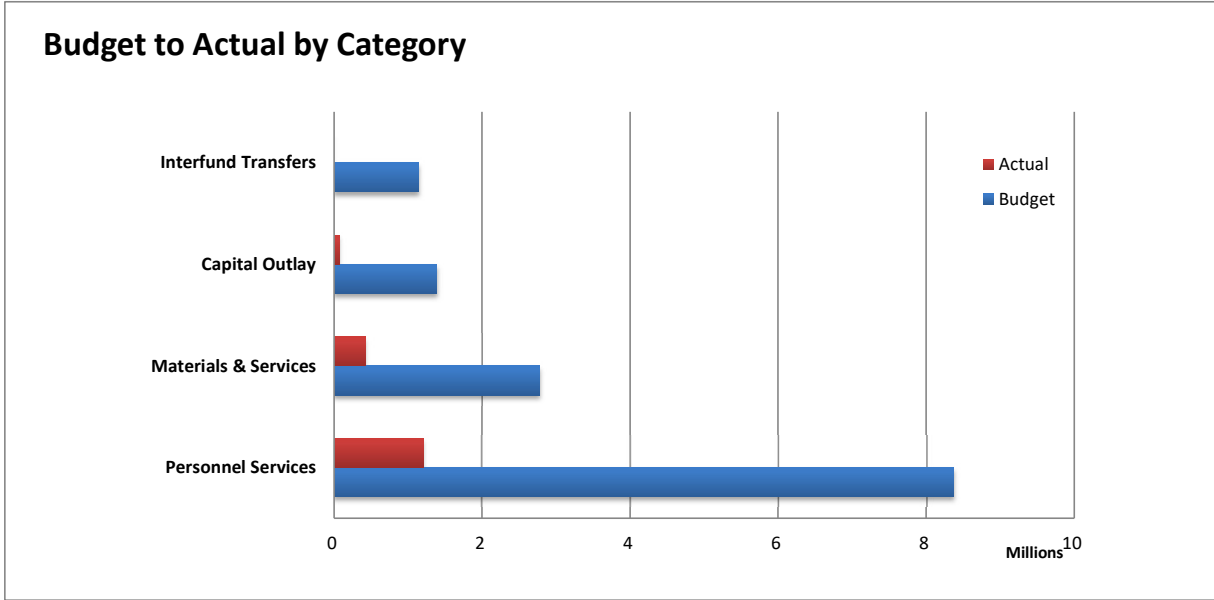
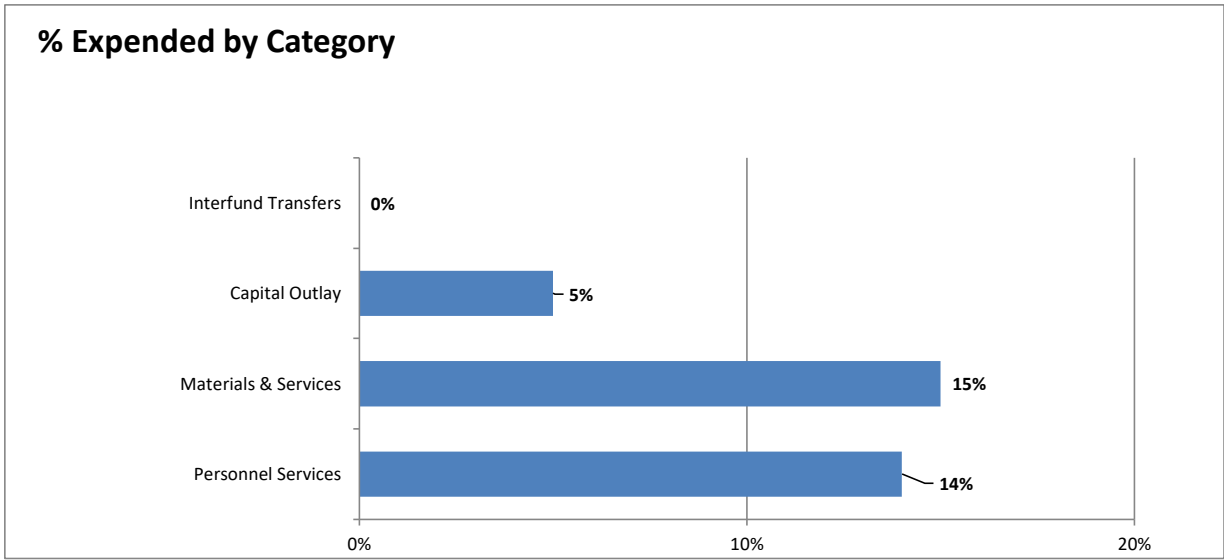
**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT REVENUE
FOR THE PERIOD ENDED
AUGUST 31, 2025**

DEPARTMENT	BUDGET	ACTUAL	% REALIZED	COMMENTS
<i>GENERAL FUND BEGINNING FUND BALANCE</i>	4,695,701	-	0.0%	
Parks	111,020	17,030	15.3%	
Parks & Recreation	111,020	17,030	15.3%	
Fire	234,492	20,244	8.6%	
Code Enforcement	13,100	685	5.2%	
Police	746,885	99,231	13.3%	
Dispensary Business License	130,200	42,200	32.4%	
Public Safety Total	1,124,677	162,359	14.4%	
Interest	85,000	46,612	54.8%	
State Revenue Sharing	145,898	-	0.0%	
Administrative Services	497,148	82,858	16.7%	
Other General Revenues	8,000	16,960	212.0%	
Property Taxes	4,733,677	25,722	0.5%	
Alcohol Bvg License & Fee	212,129	225	0.1%	
Cigarette tax	7,005	601	8.6%	
Marijuana tax	2,500,000	-	0.0%	
Franchise Fees	1,877,480	-	0.0%	
Cemetery	30,900	8,890	28.8%	
General Government Total	10,097,237	181,868	1.8%	
Planning & Zoning	4,000	-	0.0%	
Community development	4,000	-	0.0%	
Operating Transfers In	48,090	-	0.0%	
Transfer Total	48,090	-	0.0%	
GENERAL FUND REVENUE TOTALS	\$ 11,385,024	\$ 361,257	3.2%	
YTD CURRENT YEAR PROFIT(LOSS)		\$ (1,341,022)		
YTD BUDGET BENCHMARK			16.7%	-13.5%

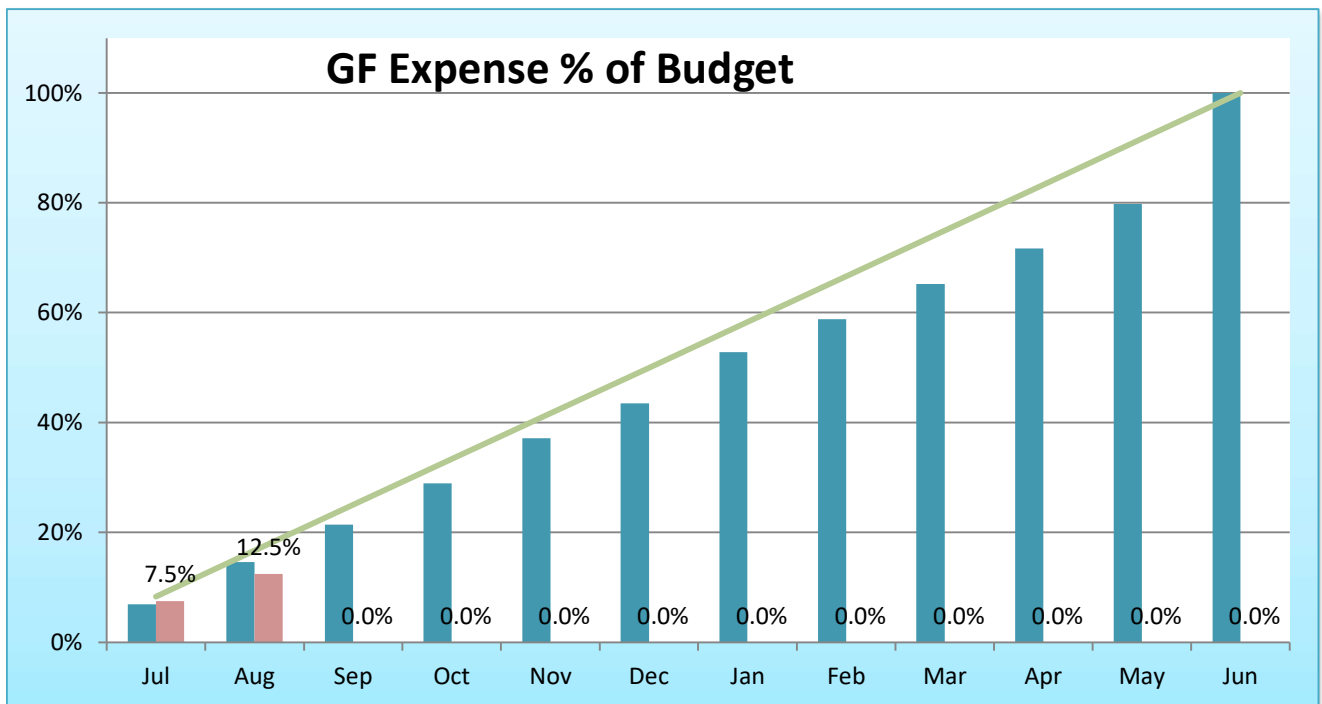
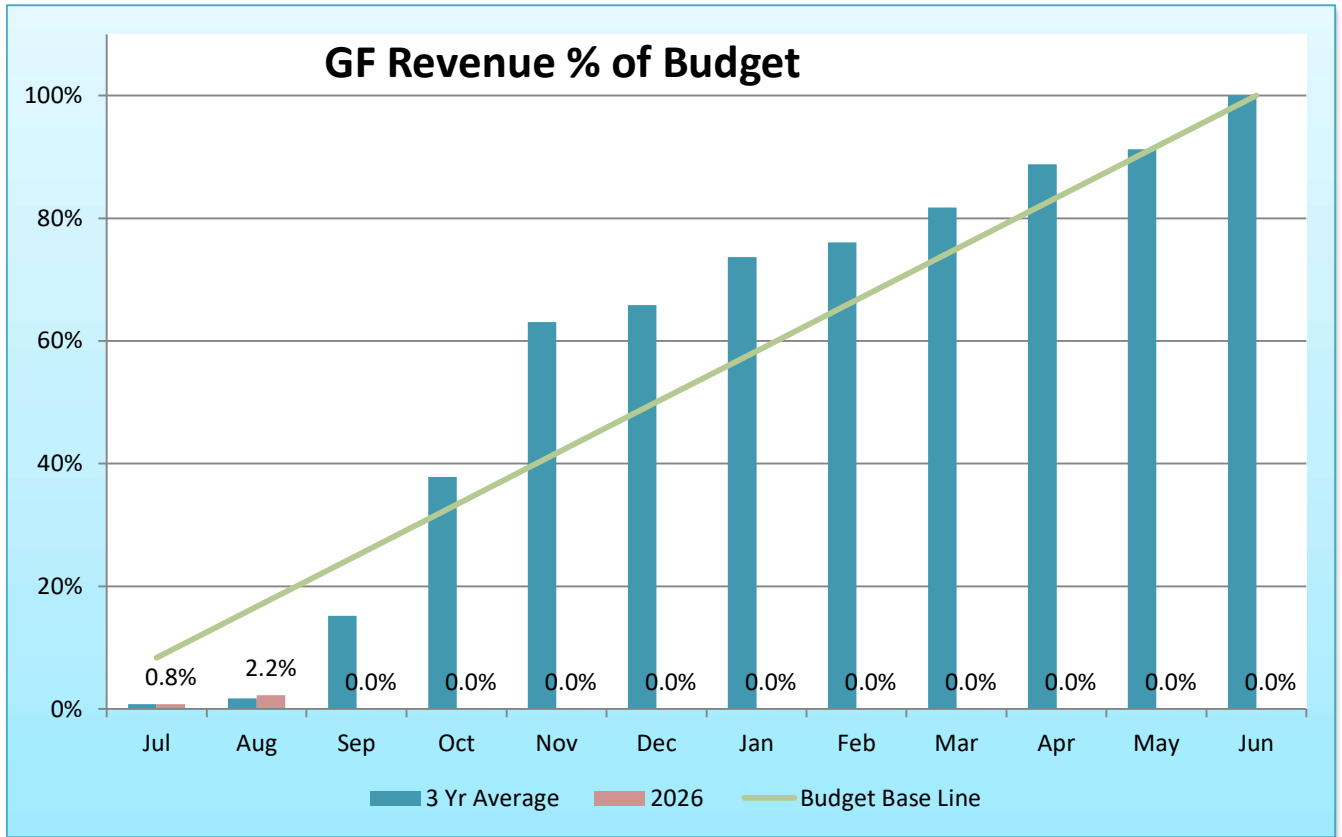
**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENDITURES
FOR THE PERIOD ENDED
AUGUST 31, 2025**

DEPARTMENT	BUDGET	ACTUAL	% EXPENDED	COMMENTS
Parks	476,419	38,729	8.1%	
Parks & Recreation	476,419	38,729	8.1%	
Fire	2,808,489	385,436	13.7%	
Code Enforcement	248,976	19,550	7.9%	
Police	6,004,047	767,637	12.8%	
Public Safety Total	9,061,512	1,172,622	12.9%	
Administration	638,385	90,535	14.2%	
City Council	31,857	2,693	8.5%	
Business Registration	1,100	4	0.4%	
Cemetery	140,823	35,204	25.0%	Jacobs contract prepaid
Finance	286,138	21,790	7.6%	
Technology	303,774	50,436	16.6%	
General Government Total	1,402,077	200,662	14.3%	
Community development	174,421	28,419	16.3%	
Community Development	174,421	28,419	16.3%	
Administrative Overhead	1,009,600	245,913	24.4%	Liability insurance payment annual
Non-Departmental Contributions	454,500	15,934	3.5%	
Other Total	1,464,100	261,847	17.9%	
Operating Transfers Out	1,090,544	-	0.0%	
GENERAL FUND TOTALS	\$ 13,669,073	\$ 1,702,279	12.5%	
YTD BUDGET BENCHMARK			16.7%	 4.2%

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



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



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

DEPARTMENT/FUND	REVENUES				EXPENDITURES		
	BUDGET	ACTUAL	% REALIZED		BUDGET	ACTUAL	% EXPENDED
002 Marijuana Enforcement Fund	31,549	-	0.0%		31,549	-	0.0%
010 Grant Fund	1,200,977	21,953	1.8%		1,200,977	23,217	1.9%
027 Building Fund	957,103	29,619	3.1%		239,537	38,757	16.2%
030 Capital Projects Fund	6,144,414	34,392	0.6%		6,025,437	-	0.0%
031 SDC Fund	1,020,771	-	0.0%		1,020,771	-	0.0%
045 Street Fund	5,452,772	238,750	4.4%		5,452,772	562,787	10.3%
050 Trust Funds	1,452,158	89,854	6.2%		1,452,158	65,866	4.5%
055 Reserve Funds	4,401,625	120,734	2.7%		3,721,138	162,704	4.4%
060 Revolving Loan Fund	313,857	-	0.0%		313,857	10,000	3.2%
105 Water Fund	6,814,691	842,038	12.4%		5,557,324	807,408	14.5%
110 Sewer Fund	5,729,717	705,434	12.3%		4,613,711	732,370	15.9%
115 Storm Sewer Fund	492,466	21,805	4.4%		173,999	31,769	18.3%
120 Airport Fund	273,791	343,821	125.6%		273,791	50,905	18.6%
125 Aquatic Fund	1,029	-	0.0%		1,029	-	0.0%

Comments:

YTD BUDGET BENCHMARK

16.7%

ONTARIO FIRE & RESCUE

1ST QUARTER (JULY-SEPTEMBER) 2025



PERSONNEL & STAFFING

- Three new career Firefighter/EMTs were approved through the FY 2025/2026 budget. This is historic for our community and fire department.
- Career Firefighter/EMT positions are considered laterals due to the certifications required: NFPA Firefighter 1 and Emergency Medical Technician. Most of our mutual aid partners do not require this level of certification.
- After a competitive process, three candidates were selected: Brendan Cruise, Kyler Graziano, and Reyes Romayor.
- For the first time in several years, we have filled all available part-time on-call positions.

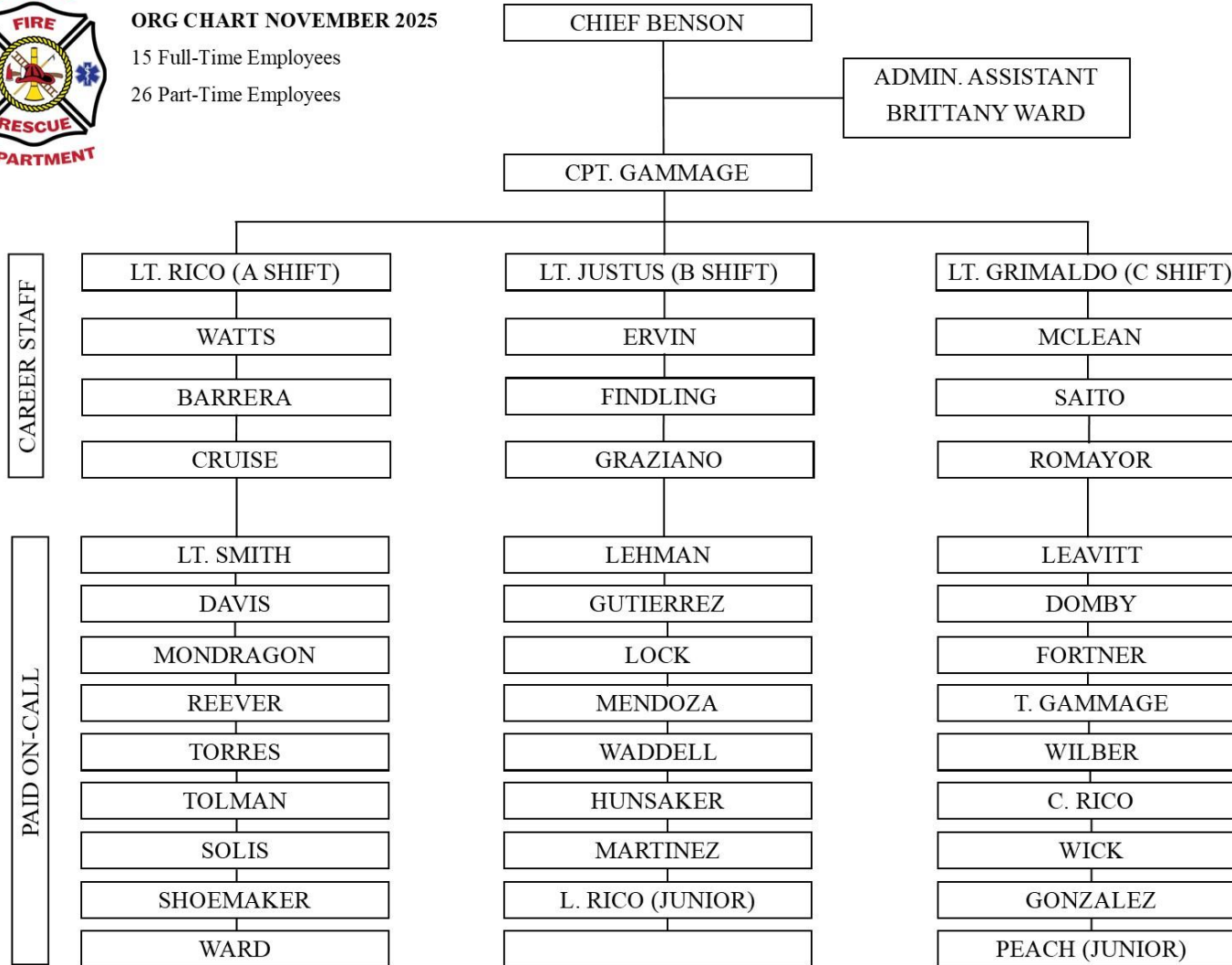




ORG CHART NOVEMBER 2025

15 Full-Time Employees

26 Part-Time Employees



STATISTICAL SUMMARY



FIRST QUARTER 2024 Calls for Service	City	Rural	Total	
Medical Emergencies	361	49	410	
Tiered Medical Calls (Non-Emergency)	76	5	81	<i>16%</i>
Fire Related Calls	73	53	126	<i>20%</i>
Hazmat	1	0	1	
Generals	9	17	26	
Mutual Aid Given	2	10	12	
Overdoses	13	3	16	
Total	511	107	618	
	<i>83%</i>	<i>17%</i>		

FIRST QUARTER 2025 Calls for Service	City	Rural	Total	
Medical Emergencies	426	43	469	
Tiered Medical Calls (Non-Emergency)	59	2	61	<i>12%</i>
Fire Related Calls	79	31	110	<i>17%</i>
Hazmat	0	1	1	
Generals	8	15	23	
Mutual Aid Given	0	8	8	
Overdoses	9	1	10	
Total	564	77	641	
	<i>88%</i>	<i>12%</i>		

SIGNIFICANT INCIDENTS

- Wind events / thunderstorms caused several calls for power lines down. On July 26th, a powerful thunderstorm caused a tree to fall on a person while simultaneously causing a structure fire in another part of town.
- July 2nd - mutual aid for a 108-acre brush fire near New Plymouth.
- July 18th - mutual aid for a large brush fire near Adrian.
- July 27th - “Skyline Fire” in Jacobsen Gulch.
- July 28th - Vehicle into the Malheur River with water rescue.
- August 31st - Fry Foods roof fire.
- September 11th - Initial attack and initial incident management for a brush fire north of the Butte on BLM land.
- 2 brush/grass fires at the unhoused camp. Fire breaks/lines installed by Jacobs and Sand Hollow Fire Department helped contain these fires.
- Interstate 84 near milepost 375 (between the freeway and the Snake River) - 7 responses to this area which is very hazardous to firefighters due to traffic. ODOT assists with traffic control when they are available, and I’ve notified them several times about concerns over firefighter safety at this location.



FIRE PREVENTION & PUBLIC EDUCATION



- Pre-fire planning - conducted weekly with a focus on target hazards listed in the 2025 CRA/SOC.
- Chief Benson conducts plan reviews with a focus on access and water supply.
- Fire Safety Inspections - fire department staff teams up with the Ontario Building Department (projects under construction) and the Oregon State Fire Marshall's Office (fire & life safety inspections in occupied buildings).
- Regular social media posts regarding fire safety.
- Public education through community engagement - community events, fire station tours, school visits, social media, press releases, smoke detector installs.

FACILITIES



Fire Station 1 / City Hall Dorm Privacy Project - In design



Fire Station 1 Locker Project - Awaiting locker shipment



Personal Protective Equipment Storage (Apartment #3) - two rooms in apartment #3 have been set up and organized for secure PPE storage - 95% complete



Training Center Class A Burn Cell Project - Engineering 98% complete; planning for RFP process soon.



Fire Station 2 Living Quarters Addition - EOBB grant funding in place (\$80K) for the design and an environmental impact study.

TRAINING AND PROFESSIONAL DEVELOPMENT

- September 29th - OFR and OSFM Hazmat 14 participated in a functional exercise with SRCI.
- Tabletop Tuesdays
- Firefighter Franciso Barrera completed the Oregon Hazardous Materials Technician certification with the OSFM's Office and now serves on OSFM's Region 14 Hazmat Team.
- 9 firefighters completed the NFPA Instructor 2 certification.
- 7 firefighters completed the NFPA Live Fire Instructor certification.
- Firefighter Jordan Watts completed the Blue Card incident management certification.
- Tuesday evenings are our department-wide weekly training (drill).
- Career firefighters train every shift.



FLEET



CITY OF ONTARIO

- Rescue 1: 2022 Rosenbauer (Type 3)
- Engine 103: 2012 Pierce (Type 1)
- Engine 101: 1996 Pierce (Type 1)
- Tower 199: 2012 Pierce
- Command 105: 2023 Silverado
- Captain 106: 2009 Suburban (OSFM)
- Brush 102: 2015 Ram
- Support/UAV 125: 1996 Ford
- UTV 151: 2019 Polaris

RURAL DISTRICT

- Pumper/Tender 155: 2004 Pierce
- Brush 156: 2014 Ram
- Brush 157: 2009 Ram
- Tender 158: 2023 Rosenbauer
- Tender 159: 2009 Pierce



STRATEGY - LOOKING AHEAD



Staffing - Minimum daily staffing from 2 to 3 FF/EMTs per shift.

Facilities - Station 1 remodel; Station 2 addition.

Staffing - Station 2 addition will require a move from 2 to 4 FF/EMTs per shift. Explore college sleeper and apprenticeship programs.

Fleet - Work with City and Rural District to share fleet. Continue work on the fleet reduction plan. Support 125 replacement plan.

Deployment - Find the most effective and affordable model for deploying out of Station 1 (currently) and out of both stations.

Technology - Explore technology that will help improve operations and analysis.

Equipment - Station 2 exhaust removal system (\$150K), air trailer (\$150K).

Stakeholder and Community Input and Involvement

Firefighter Health & Wellness - "Fit for Duty" physicals (\$1000/each)
\$14K

THANK YOU FOR
YOUR SUPPORT!



MALHEUR COUNTY COURT MINUTES

October 15, 2025

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. with Commissioner Ron Jacobs and Commissioner Jim Mendiola present. Members of the media, public and staff had the opportunity to join the meeting electronically or in-person. Present in the meeting room were Administrative Officer Lorinda DuBois and Economic and Community Development Coordinator Taylor Rembowski. Notice of the meeting was posted on the County website, Courthouse bulletin board and emailed to the Argus Observer and those persons who have requested notice. The agenda is recorded as instrument # [2025-3339](#)

ROAD ACCEPTANCE

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 Rolland Road on Jeff Schlagel's Partition Plat #25-12. Commissioner Mendiola seconded and the motion passed unanimously. See instrument # [2025-3379](#)

COURT MINUTES

Commissioner Jacobs moved to approve Court Minutes of October 8, 2025 as written. Commissioner Mendiola seconded and the motion passed. Judge Joyce abstained as he was not present on October 8, 2025.

PVAB

Commissioner Jacobs noted he is willing to serve on the Chairperson's Pool of the Property Values Appeal Board; and expressed appreciation for the other members willing to serve. Commissioner Jacobs moved to approve Order No. GO-09-25: In the Matter of the Appointment of Members to the 2025-2026 Property Value Appeals Board (PVAB) Chairperson's Pool and Non-Office Holding Pool. Commissioner Mendiola seconded and the motion passed unanimously. Ron Jacobs and Ken Poole are appointed to the Chairperson's Pool; and Ken Poole, Matt Dentinger, and Greg Barlow are appointed to the Non-Office Holding Pool. (This board was formerly known as Board of Property Tax Appeals (BOPTA)). See instrument # [2025-3340](#)

VECTOR CONTROL BOARD OF TRUSTEES

Commissioner Mendiola moved to reappoint Terry Oft as a member of the Vector Control Board of Trustees. Commissioner Jacobs seconded and the motion passed unanimously.

COMMUNITY MENTAL HEALTH, LOCAL ALCOHOL AND DRUG AND DEVELOPMENT DISABILITIES ADVISORY COMMITTEE

The Community Mental Health, Local Alcohol and Drug and Development Disabilities Advisory Committee recommends that Barbara Brody, Associate Professor of Practice, CHW Family and Community Health Oregon State University (OSU) Extension Service; and Annette Volk, Director of Altruistic Recovery, be appointed as members of the Advisory Committee. Commissioner Jacobs moved to appoint Barbara Brody and Annette Volk to the Community Mental Health, Local Alcohol and Drug and Development Disabilities Advisory Committee. Commissioner Mendiola seconded and the motion passed unanimously. Connie Tanaka and Jim St. Michell have resigned from the committee.

LATCF

Commissioner Jacobs moved to authorize the purchase of necessary items to outfit a vehicle for the Sheriff's Office with LATCF funds. The purchase of the vehicle with LATCF funds was approved in the 2025-2026 budget; however, the cost to outfit the vehicle was mistakenly left out. Commissioner Mendiola seconded and the motion passed unanimously.

AMENDMENT – LETTER OF INTENT

Commissioner Jacobs moved to approve Third Amendment to Addendum to Binding Letter of Intent (LOI) between Malheur County, Malheur County Development Corporation (MCDC), and JTH, LLC (Jaguar Transport Holdings Inc). Commissioner Mendiola seconded and the motion passed unanimously. The parties agree to execute a purchase and sale agreement or lease purchase agreement by October 31, 2025, providing for a closing date on a mutually agreed date no later than fifteen days following issuance by Union Pacific Rail Road of satisfaction of the conditions stated in paragraph 1 of the Addendum.

PUBLIC COMMENTS

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

COURT ADJOURNMENT

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

MALHEUR COUNTY COURT MINUTES

October 22, 2025

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. with Commissioner Ron Jacobs and Commissioner Jim Mendiola present. Members of the media, public and staff had the opportunity to join the meeting electronically or in-person. Present in the meeting room was Administrative Officer Lorinda DuBois. Notice of the meeting was posted on the County website, Courthouse bulletin board and emailed to the Argus Observer and those persons who have requested notice. The agenda is recorded as instrument # [2025-3388](#)

ROAD ACCEPTANCE

Surveyor Derrick McKrola met with the Court and presented a road acceptance on a partition plat for the Court's consideration. Commissioner Mendiola moved to accept road dedication of a portion of Overstreet Road on Chad Cruickshank's Partition Plat #25-13. Commissioner Jacobs seconded and the motion passed unanimously. See instrument # [2025-3385](#)

CROSSING PERMITS

Commissioner Jacobs moved to approve Crossing Permit #233-25 for Vale Oregon Irrigation District (VOID) to bury pipe on Whitney Road #3569; and Permit #234-25 to CenturyLink/Crown Utilities for work on SW 18th Avenue #887. Commissioner Mendiola seconded and the motion passed unanimously. Original permits will be kept on file at the Road Department.

COURT MINUTES

Commissioner Jacobs moved to approve Court Minutes of October 15, 2025 as written. Commissioner Mendiola seconded and the motion passed unanimously.

ROAD VACATION ORDER

Commissioner Jacobs moved to approve Order No. GO-10-25 – In the Matter of the Vacation of: A Portion of NW 24th Avenue in Ontario. Commissioner Mendiola seconded and the motion passed unanimously. The Court reviewed the petition and Surveyor's Report on October 8, 2025. The Petitioner was Jay Greenwood; and Mr. Greenwood is the landowner owning 100% of the land abutting the portion vacated. See instrument # [2025-3390](#)

EOCCO AGREEMENT

Commissioner Jacobs moved to approve Eastern Oregon Coordinated Care Organization (EOCCO) Community Capacity Building Fund (CCBF) Agreement with Malheur County Health Department. Commissioner Mendiola seconded and the motion passed unanimously. The grant amount is \$142,809.23; the grant period is November 2025 through September 30, 2027.

PLANNING DIRECTOR VACANCY

Consensus of the Court was to schedule interviews for the Planning Director vacancy for November 12, 2025.

LETTER OF SUPPORT - CITY OF VALE

Commissioner Jacobs moved to approve a letter of support for the City of Vale's COAR (Critical Oregon Airport Relief) grant application for Miller Memorial Airpark. Commissioner Mendiola seconded and the motion passed unanimously. The grant application is for the City's hangar site construction project at the airport. See instrument # [2025-3389](#)

COMMISSIONER COMMENTS

Commissioner Mendiola noted that funding was needed to support weed control efforts in the southern part of the County. The Jordan Valley Cooperative Weed Management Area (JV CWMA) Coordinator is retiring and funding to support the position has not been secured. Commissioner Mendiola explained that the County Weed Inspector cannot oversee the entire County on her own; Commissioner Jacobs concurred and expressed support for efforts of the Owyhee Watershed Council to continue to seek grant funding for the position.

Commissioner Jacobs noted that Senator Wyden's office contacted him about possible interest in holding a public meeting regarding the Over the Horizon Radar project. The Court expressed support for a public meeting; Commissioner Jacobs will stay in contact with Senator Wyden's office. It is hoped a public meeting can be scheduled after the federal furlough concludes.

PUBLIC COMMENTS

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

COURT ADJOURNMENT

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



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

**Ontario Visitor and Convention Board
Thursday, November 6, 2025, 7:00 AM,
Ontario Chamber Office 251 SW 9th ST**

CALL TO ORDER: This agenda was emailed on October 31, 2025

Roll Call: Bob Quinn _____ Debbie Blackaby _____ Cheryl Cruson ___ Doug Dean ___
Terry Dols _____ Adrianna Contreras _____ Lynelle Christiani _____

City Manager: Dan Cummings _____

V&C Director: John Breidenbach _____

NEW BUSINESS: Grant Request ProCon Tabletop Gaming Convention-

Approval of Minutes September 4, 2025 Meeting.

Review Financial Report – Terry Dols

V&C Director Report- John Breidenbach

COMMENTS FROM COMMITTEE MEMBERS

Attachments

1. *Grant request*
2. *September 4, 2025 Minutes*
3. *V&C Financials*

The City of Ontario does not discriminate in providing access to its programs, services, and activities based on 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 (541) 889-7684 at least one working day before the need for services, and every reasonable effort to accommodate the need will be made.

Ontario V&C Minutes
September 4, 2025
7:00 am
Ontario Area Chamber of Commerce Office

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

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

Board Members absent: Doug Dean, Terry Doles

Ex-Officio Members Present: V&C Director John Breidenbach,

Ex-Officio Members absent: City Manager Dan Cummings

NEW BUSINESS

Grant Request: Ontario Sister City. Cheryl Cruson, seconded by Debbie Blackaby, approved the \$2500 grant. The motion passed with a 4-1 Vote. With Lynelle Christiani voting no.

Grant Request: Four Rivers Healthy Community. It was moved by Cheryl Cruson and seconded by Adrianna Contreras to approve the \$ 4,000 grant. The motion passed 5-0.

MINUTES/FINANCIALS

April 3, 2025: Minutes were reviewed. Debbie Blackaby motioned to approve, and Lynelle Christiani seconded. Motion passed 5-0

Bob Quinn presented the financials. Debbie Blackaby motioned to approve, and Lynelle Christiani seconded. Motion passed 5-0

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

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

2025	<i>RESOURCES</i>	<i>EXPENSES</i>	<i>BALANCE</i>
<i>BALANCE FORWARD</i>	\$852,814.15	\$824,339.60	\$28,474.55
<i>T.O.T. Disbursement \$2500</i>			
JUL'25 Disbursement <i>Jun'25 Returns/Collected Jul'25</i>	\$2,500.00	\$0.00	\$30,974.55
AUG'25 Disbursement <i>Jul'25 Returns/Collected Aug'25</i>	\$2,500.00	\$0.00	\$33,474.55
SEP'25 Disbursement <i>Aug'24 Returns/Collected Sep'24</i>	\$2,500.00	\$6,500.00	\$29,474.55
OCT'25 Disbursement <i>Sep'25 Returns/Collected Oct'25</i>		\$0.00	\$29,474.55
Nov'25 Disbursement <i>Oct'25 Returns/Collected Nov'25</i>		\$0.00	\$29,474.55
Dec'25 Disbursement <i>Nov'25 Returns/Collected Dec'25</i>		\$0.00	\$29,474.55
2026			
JAN'26 Disbursement <i>Dec'25 Returns/Collected Jan'26</i>		\$0.00	\$29,474.55
FEB'26 Disbursement <i>Jan'26 Returns/Collected Feb'26</i>		\$0.00	\$29,474.55
MAR'26 Disbursement <i>Feb'26 Returns/Collected Mar'26</i>		\$0.00	\$29,474.55
APR'26 Disbursement <i>Mar'26 Returns/Collected Apr'26</i>		\$0.00	\$29,474.55
MAY'26 Disbursement <i>Apr'26 Returns/Collected May'26</i>		\$0.00	\$29,474.55
JUN'26 Disbursement <i>May'26 Returns/Collected Jun'26</i>		\$0.00	\$29,474.55
TOTAL FISCAL	\$7,500.00	\$6,500.00	
ACCRUALS FROM JULY 1997 TO PRESENT	\$860,314.15	\$830,839.60	\$29,474.55

**CITY OF ONTARIO
VISITORS AND CONVENTIONS BOARD
ACTIVITY SUMMARY
BEGINNING SEPTEMBER 1997**

DATE	REQUESTOR	REQUESTED	GRANTED	DISBURSED
OCT 2024	NO NEW ACTIVITY	\$ -	\$ -	\$ -
NOV 2024	ProCon Gaming Convention, LLC Ashton Chapman <i>January 2025 Tabletop Gaming Convention</i>	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00
NOV 2024	Four Rivers Cultural Center & Museum <i>Artificial 25' Lit Christmas Tree Addition to Exterior Light Show</i>	\$ 700.00	\$ -	\$ -
NOV 2024	R & R PROMOTIONS Ron Dillon / Ontario Speedway <i>Fall Maze Motorcycle & 4-Wheeler Race</i>	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
NOV 2024	Treasure Valley Community College <i>Light Up the Season - Christmas Light & Music Display</i>	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
DEC 2024	NO NEW ACTIVITY	\$ -	\$ -	\$ -
JAN 2025	ONTARIO MUNICIPAL AIRPORT <i>Oregon Trail STOL</i>	\$ 15,000.00	\$ -	\$ -
FEB 2025	BETTER TOGETHER, INC. <i>2025 Serve Day</i>	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
MAR 2025	Ontario Sister Cities Committee <i>March 2025 Student Visit</i>	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
APR 2025	Ore-Ida Judo <i>75th Anniversary Tournament - Spring 2026</i>	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
APR 2025	R&R Promotions / <i>2nd Annual Big Nasty Obstacle Adventure</i>	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
APR 2025	R&R Promotions / <i>2025 Sprint Boat Test & Tune</i>	\$ 1,000.00	\$ -	\$ -
MAY 2025	NO NEW ACTIVITY	\$ -	\$ -	\$ -
JUN 2025	NO NEW ACTIVITY	\$ -	\$ -	\$ -
JUL 2025	NO NEW ACTIVITY	\$ -	\$ -	\$ -
AUG 2025	NO NEW ACTIVITY	\$ -	\$ -	\$ -
SEP 2025	Four Rivers Healthy Community, Inc. <i>RRHC Conference & Poverty Simulation (09/24-25/25)</i>	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
SEP 2025	Ontario Sister Cities, Inc. <i>Sister Cities 50th Anniversary Event (09/30-10/03/25)</i>	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00
		\$ -	\$ -	\$ -
	9/30/2025	\$ 926,368.04	\$ 792,472.77	\$ 792,472.77



VISITORS AND CONVENTION BOARD

C/O Ontario Area Chamber of Commerce

251 SW 9th St.

Ontario, OR 97914

541-889-8012 (Voice) 541-889-8331 (Fax)

info@ontariochamber.com

PROMOTION AND EVENT FUND APPLICATION

GENERAL INFORMATION:

Name of Applicant Organization: ProCon Tabletop Gaming Convention

Complete Mailing Address: 230 S Oregon St, Ontario, OR 97914

Telephone: 208-860-8574 Fax: _____ E-Mail: ashton@prosoulgames.com

Principal Contact Ashton Chapman

Complete Mailing Address: same

Telephone: same Fax: _____ E-Mail: same

Name of Event and Date and Time Event Will Be Held: ProCon Tabletop Gaming Convention Jan 3-4 2025

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

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

Yes No / \$3600

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

Yes No

Description of Promotion or Event: _____

Annually we organize a Tabletop Gaming Convention for families of Ontario and beyond.

We attract participants from accross the Treasure Valley, and as far away as the Magic Valley.

For 2 days, we occupy the Four Rivers Cultural Center with tables for playing games and vendors selling nerdy stuff.

This year we are adding a Star Trek bridge room simulator!

NATURE OF PROMOTION/EVENT: _____

Tourism based capital project Multi-night local lodging event

Special media promotion Education and/or training project

Amount of Funding Support Requested: \$ 3000
Total Promotion/Event Budget: \$ \$13,848.75

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

FRCC Venue Fees

Last year we rented 50% of the FRCC facilities. This year we have expanded to 90% of their facilities.

List promotion/event supporters or partners***: _____

Last year our sponsors included:

ProSoul Games, Napping Wyvern Press, Argus Observer, Looney Labs, Stonemeier Games, and your committee!

We expect over half of those supporters to return support this year, and are seeking more.

PROJECTED PROMOTION/EVENT IMPACT:

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

Last year we had 250 visitors.

About 1/4 of those were from out of town and required hotel stay.

About 95% of those required 1-6 dining out experiences.

Our vendors reported good sales. Especially high per attendee compared to other events.

We expect similar results this year, with even higher percentage of guests from out of town.

We are aiming for 350 guests this year.

FINANCIAL REPORTING REQUIREMENTS:

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

PROPOSED REVENUES

Source #1 _____	Amount \$ _____
Source #2 _____	Amount \$ _____
Source #3 _____	Amount \$ _____
Source #4 _____	Amount \$ _____
Source #5 _____	Amount \$ _____

TOTAL REVENUES \$ See colored page

PROPOSED EXPENDITURES

Use #1 _____	Amount \$ _____
Use #2 _____	Amount \$ _____
Use #3 _____	Amount \$ _____
Use #4 _____	Amount \$ _____
Use #5 _____	Amount \$ _____
Use #6 _____	Amount \$ _____
Use #7 _____	Amount \$ _____
Use #8 _____	Amount \$ _____
Use #9 _____	Amount \$ _____
Use #10 _____	Amount \$ _____

TOTAL EXPENDITURES \$ See colored page

REVENUES MINUS EXPENDITURES \$ See colored page

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

10/17/2025
Date

Signed

Ashton Chapman
Printed Name of Applicant

Date Received: _____ Ontario Area Chamber President/CEO: _____

2025 P/L

Profit and Loss

ProSoul Games, LLC

January 1, 2024-May 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
ProCon Cash Sales	750.00
ProCon Sponsorship	4,600.00
ProCon TableTop Events	6,367.64
Total for Income	\$11,717.64
Cost of Goods Sold	
Gross Profit	\$11,717.64
Expenses	
ProCon Advertising	1,019.32
ProCon Bank Charges	40.00
Pro Con Event Venue	3,833.00
PROCON MANAGEMENT FEE	2,500.00
ProCon Office Supplies	1,758.74
ProCon Staff	1,200.00
Total for Expenses	\$10,351.06
Net Operating Income	\$1,366.58
Other Income	
Other Expenses	
Net Other Income	
Net Income	\$1,366.58

2026

P/L

Projections

	Total
Income	
Sales	
Badges	\$6,920.00
Vendors	\$2,200.00
Sponsors	\$3,600.00
Memorabilia	\$1,050.00
Food	\$0.00
Alcohol	\$0.00
Total Income	\$13,770.00
Cost of Goods Sold	
GT Event Ticket Reimburseme	\$2,250.00
Venue Fees	\$4,262.00
Guest fees	\$2,000.00
Memorabilia	\$600.00
Total Cost of Goods Sold	\$9,112.00
Expenses	
Advertising & Marketing	\$1,377.00
Bank Charges & Fees	\$0.00
Insurance	\$68.85
Security	\$700.00
Meals & Entertainment	\$250.00
Total Payroll Expenses	\$2,065.50
Fixtures and Decorations	\$275.40
Taxes & Licenses	\$0.00
Total Expenses	\$4,736.75
Profit/Loss	-\$78.75