

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



**COUNCIL MEETING AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
TUESDAY, DECEMBER 9, 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 December 5, 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) City Council Meeting Minutes: November 12, 2025
- B) 2026 City Meetings Calendar
- C) Liquor License Change of Location: Hog Rock Cafe

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) Grants Committee Semi-Annual Update

7) NEW BUSINESS

- A) Resolution #2025-127: Surplus Property (1991 Ford Bucket Truck)
- B) Resolution #2025-128: Create an Ad Hoc Committee for a Homeless Shelter
- C) Helipad AIP25 - Independent Fee Estimate (IFE) - Century West Engineers
- D) Task Order(TO) Award: Anderson Perry - Finalize North Park Design
- E) Task Order(TO) Amendment: Consor - Services During Construction (SDC) for Floc Mechanism Replacement Project at the old Water Treatment Plant (WTP)
- F) Ordinance #2842-2025: Renewal of Cascade Natural Gas Franchise Agreement

8) DEPARTMENT HEAD UPDATES

- A) Finance: Monthly Report
- B) Community Development: Quarterly Report
- C) Public Works: Quarterly Report

9) DISCUSSION ITEMS

- A) December 23, 2025 Council Meeting: Hold Meeting or Cancel?
- B) EV Charging Stations
- C) Malheur County IGA

The City Council may recess/adjourn to Executive Session under ORS 192.660(2) as follows: (a) Employment of Public Officers, Employees, or Agents; (b) Discipline of Public Officers, Employees, or Agents; (d) Labor Negotiations; (e) Real Property Transactions; (f) Exempt Public Records; (g) Trade Negotiations; (h) Litigation [Current or Potential]/Consult with Legal Counsel; (i) Performance Evaluation of Public Officers and Employees; (j) Trade Negotiations; and/or (l) Labor Negotiations.

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10) HAND-OUTS

- A) Minutes: Airport 10-06-2025, 11-03-2025; County Court 10-29-2025, 11-05-2025, 11-12-2025
- B) Check Register: October 2025
- C) Check Register: November 2025

11) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

12) ADJOURN



CITY COUNCIL MEETING MINUTES November 12, 2025

The scheduled meeting of the Ontario City Council was called to order by Mayor Deborah Folden at 6:00 p.m. on Wednesday, November 12, 2025, in the Council Chambers of City Hall. Council members present were Deborah Folden, Ken Hart, Susann Mills, Michael Braden, John Kirby, Penny Bakefelt, and Adrianna Contreras.

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

AGENDA

This Agenda was posted Friday, November 7, 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, KIRBY seconded, **TO ADOPT THE AGENDA AS PRESENTED**. Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

CONSENT AGENDA

KIRBY moved, MILLS seconded, **TO ADOPT THE CONSENT AGENDA, WHICH CONSISTED OF ADOPTION OF THE COUNCIL MEETING MINUTES OF OCTOBER 28, 2025**. Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

PUBLIC COMMENTS

Anna Whitecalf, Ontario, stated: *On July 24th, the Trump administration had created an executive order Titled 4321. This Executive Order is in regards to the homeless policies that have been established within the United States. Unfortunately, these policies have, these changes in policies throughout the United States, included federal, state, and local government in regards to homeless policies, are now no longer supporting housing first initiatives or agendas. They're not funding them, nor are they having policies in place any longer. One of the things that the City of Ontario has done, in fact, was to follow the advice of President Trump in regards to setting aside land for the homeless, both for camps or tent cities. Unfortunately, this new approach, which is a treatment first, includes treatment, recover, and self-sufficiency. It does not cover building homeless shelters. In fact, HUD, both HUD and Health and Human Services, have been instructed by the Trump administration to no longer fund any program or agency that is applying for grants, in regards to the homeless. Instead, they've been directed to support and create funding for the new policy, which is treatment first. Unfortunately, that is a piece of the City of Ontario's current procedure that we don't have in place; however, where we've already got the camps established, what we need to now is for the city to take a new approach, and this new approach would be treatment first. That approach allows both the behavioral health agencies, along with current, our current and awesome recover programs and agencies throughout the City of Ontario, to actually accomplish this greater goal. I think that rather than building a shelter, it's more important that we follow the federal initiatives because the funding won't be able to sustain any current ideas of building a housing first initiative. Thank you.*

Raymond Hoene, Fruitland, Idaho, stated: *I come tonight to speak from a place in my heart. It's personal, part of my past, and a message of hope. Regardless of what's going on federally around the country and like that, doesn't change the fact that we're all citizens of this area. And there is a problem. I sit back now as a homeowner, I've run businesses, I am employed now and I can see arguments from everybody's standpoint. I can see the business owners that are frustrated, don't know what to do with the problem with people loitering, other things that are going, crime rates, those are all points to look at. There's also points to look at this, that's there's different classification of people that have no home. Some are there, sure, on their own choice, maybe addicted, some are there just because of circumstances, health reasons, you name it. Doubt there's enough jails to put people in. There is no other place for them to go. I believe in this guy right here [pointing to his shirt], Jesus, who says that it's our duty and to honor God is to help people. That's just the way it is. And I think that each person here, and even in our whole area wouldn't have to have a personal relationship with Him to understand that.*



And I know that. I think that there can be a lot done with everybody giving a little, a lot can be accomplished. Light work, heavy work is made an abundance of hands right? Abundance of people working together with a common goal. Some people, in my case, I needed that much help one time in my life and boy then I took off running. But I couldn't have done it, even going to, let's say a place like Lifeways, to get all the talking and help that I needed, even medication, to send me back to a tent? It wouldn't have been alright. I couldn't have accomplished anything. I had to survive. For one reason or another, every single person that lives in a tent or is homeless in this area, is trying to survive. I think that great minds and a little bit of love, it goes a long way and act like an antibiotic to a society that has an infection. A little bit of help cures people. So I'd just like to have open minds. I've listened a lot lately to different points of view and different people, and I've heard so many different opinions. The problem isn't going away. We are here to be our brother's keeper. Just wanted to bring that message tonight. I appreciate everybody tonight.

Deanna Brown, Ontario, stated: Hello Council, my name is Deanna Brown. I live in the City of Ontario. I just came here because I would like to advocate for the homeless also. From just a human sense, we're born into this world with the sovereign right to be safe and sound and when we have the most defenseless population that cannot keep themselves safe, it becomes our responsibility to help protect and serve them, at least that's what my Father God tells me. And He also tells me that it's not based on what they're willing to do, it's based on their humanness. Because I'm a human being, I deserve safety. I deserve to be sound. I deserve a healing space, not because of what I'm going to do for you, but because I'm human. It's very simple. It's quite simple. There should be no stipulations with housing human beings, or loving them, at the basic. It has been my experience in this community that I suffer from homelessness, after I lived I lived in this community for 20 years, not being homeless. I suffered from homelessness, and I became a victim to everything, every predator in this community, not just on the streets, but the system's too, and God has woken me up to that, and, you know, either we're going to fix things or we're not, but I'd hate to see us burned to the ground, if we're being honest. Mr. Kirby, I believe I've rented from you for several years the apartments that are right behind us, before you traded them, and I felt like we had a pretty good working relationship, but, you know, the way that you have this piece of land set up for these human beings is disturbing and appalling. There is no running water, there's now way for them to groom themselves, there's no way to have any kind of safety from the elements, there is, it's, do you want to be the predator, or do you want to be the hunted? It's absolutely disgusting, inhumane. My Father God says it's not okay, so he makes me come here and open up my voice and express that. I have to say that I'm very impressed with the changes I've seen in the last couple years. Community in Action has worked really hard to get grants and provide some housing, and I thank you for that. I'm impressed. Thank you God for those blessings. But, it's not sufficient. We need more. We. Need. More. We have a whole community of people over there in that lot that need to be served. And if I remember correctly, it is your job to serve us properly. We are your citizens. We vote you into your positions, and it is your job to serve us properly. All of us. That's all I have. Thank you.

Wes Tolman, Payette, Idaho, stated: My name is Wes Tolman, Jr. I currently live in the City of Payette, due to being on parole, but for 20 years I lived in Ontario. I sold drugs here. I was a career criminal. And what I'm here to speak about is I know the streets and I know these homeless camps and I know that's it's not just about being homeless. When you're stuck in that situation, you could have somebody that doesn't have any mental health issues or any drug additions, that ended up in a homeless camp and just being around that environment, it will make you, well, I've seen it, I've been at the homeless camp down there. You will, it brings your, puts you in a state of despair. That's what's going on down there. These people are, you know, they're just, they're broken. And I don't care what Trump says about none of that. I'm a Trump supporter, but none of that's got to do with what we got going on here, what ya'all have going on here in Ontario. My suggestion would be to build, you know, do something. Ask the small business owners for small donations or something. Get something started so that they can get this shelter. And I don't know how many of ya'all are religious, but I was googling some stuff today and doing a little research on the bible, and you know there's over 2,000 verses in the bible that specifically talk about helping the poor, and helping the people in need, and the one that came out to me the most was Proverbs 14:31: whoever oppresses the poor, shows contempt for their Maker, but whoever is kind to the needy, honors God. So I just ask that ya'all step up and do something soon. Thank you.

PRESENTATION**Homeless Shelter Sites**

Chrissy La Chapelle: So, first of all, my name is Chrissy La Chapelle. This is Kylie Schroeder, she's on the board of Oasis House, and this is Lisa Ramierz. She is also on our board at Oasis House. I am here today to talk about this problem. I have this big, long speech prepared, and I can't remember, this gentleman, Ray, right here, said all. We serve an amazing God, and I don't care what Trump says. If we are called to take care of these people, God will provide the finances. It doesn't have to come from grants, it doesn't, private donors are stepping up you guys, to help us. We had people donate crazy amounts of money to help build a building. I just need a spot to build it. I would go out to the Flats and build a building out there if you would let me. I have no problem with that. I love...every single one of these people in this room are almost homeless or homeless. They, my husband calls them my homeless posse. Sorry, I'm very passionate about this you guys. Some of you, I saw out at the camps cleaning with us one day. You guys know what it's like out there. That is no way to live. No way to live. These are human beings you guys. They just need a place to be. If their basic needs aren't being met, they're not okay. Think about it for a second. If it was your son or daughter that was strung out on drugs, hurting, homeless, and they couldn't come into your home, what would you do? How would you feel? Would you want them living out there? Would you want them exposed to that environment? I'm gonna tell you guys a little story. We were out there. My husband calls these guys my homeless posse, and I promise you they are there for every major thing in our lives. I got in a car accident, they were there. They're always there. They are always there to help support us. They help clean the shelter, they help keep it running. There's days that my biological mom passed away and it was our group of people that kept the shelter running for us, because they needed that place to be, and they're only there 10-4. That's, they're out on the streets after that. If we had a place for them to be, think of what it would do for our law enforcement. It would cut down dramatically on calls. Our business owners, people would have a safer place to walk for the businesses. I love these {?} but if I see, I call him Naked Matt running around in a business, I'm not going to take my kids in there, but if he has a place to be, then he's safe and he's not bothering the businesses. We were out at camp, I don't know, probably a year and half ago, shortly after I opened Oasis House, and it happened to be a day that my sone didn't have school. My son was five, four? at the time, four or five, and he was probably from me to Purpose in the blue shirt right there, and somebody yelled gun out at the camp and I remember thinking I cannot get to my kid fast enough, and that feeling as a mom, of not being able to get to your kid, I looked up to see my husband running towards my son, and before any of us could get to him, one of a very well known gang members had my son in his arms running him to safety. These guys are human beings, and they care about people, and they care about their surroundings. I was out there one night, had a gun pulled on me, you can bet they kicked that person out of that camp so fast because they know what we do for them. Randy will go out of his way to drive people hours when they need help. This lady right here [pointing], I know she's down on her luck. She brought me three turkeys the other day because we needed them. I mean, I could go on. Adam, sitting right here, he's clean for five months, you guys, five months (clapping ensued). I called 9-1-1, we have Purpose in the front row, who my three year old calls Papa Princess, and adores him. He is her favorite. And we have Matt, Matt is my new babysitter for my puppy, the new Oasis dog. I mean, these guys are human beings. They are here, they're human. Stephanie, sitting in the very front row, she is homeless, but you know what? She, on Easter, my daughter had a horrific accident, a horse accident, she was paralyzed, they told her she wasn't ever going to walk again, and I totally forgot Easter, and my littles got nothing for Easter. Stephanie and her husband, being homeless, showed up with two huge Easter baskets for my kids, you guys. They care about the people around them. And we need to step up and care about them. And all I'm asking for, I'm not asking for money, God will provide that. I 100% believe that God will provide that. There's no doubt in my mind. All I'm asking for is a piece of land where we can build it. Put me out at the Flats, I don't care. I would love to be out on the Flats. If you said, hey, you can take over the Flats, I will clean that place up, I will whip people into shape, and you know what? They response us out there. They truly respect me out there. We will clean it up. We will make it look nice, and it's off of your plates at that point in time, and it's on my plate, and I will gladly take that burden. I have no problem with that. I have seen, I mean, they're human beings you guys, and God does, I don't know if you're religious or not, I'm sorry, but God does call us to take care of them and that's what I'm trying to do. I don't ever, ever want somebody to feel that they don't have a place to be. If you sit down and you truly listen to these guys and to their stories, it would break your hearts, because every single homeless person that's in this room, is not on drugs, but they're still homeless. Some of them are even paying taxes to our community, but can't afford to have a home. I have a family right there that does that. They both work, and they can't afford to have a home. They're homeless, and they're paying taxes to our community and they have nowhere to go but their car. That's not okay, you guys. This is not okay. And I am willing to take that burden on if you guys will just give me a place. I don't care where it's at. I will make it beautiful. We will make it beautiful. We will make it beautiful. Oh, yes, sorry...another thing that's coming up that got brought to our attention is the SNAP benefit. I think most people in here, in the crowd, receive benefits. It, when the food stamps didn't come through, one day we served over 200 meals. One day -

200 meals. Do you know our food budget is \$200 a month? That's it. That's how I know God will provide. When I'm feeding, I have fed 13,000 meals since our doors opened 19 months ago on \$200 a month. And God has provided every single step of the way. Every single step of the way. So with the food stamps getting cut, and the changes coming up in the government, why not get something into place right now, to avert the crisis. To stop the crisis before it happens, because people are going to go crazy. When they need to feed their kids, I would be the first one in line to go crazy to feed my kids. I mean, it's going to happen. There's no way around it you guys, and people get nasty when it comes to their families. Why put that on our officers? Our officers are stretched so thin right now, it's not even funny. And it's not fair to them. It's not fair. My brother's a state trooper, so I know how that works, and it's not fair to them at all. So, I'm asking the city to please, please find a spot to put us. I will pay for everything. I'm not asking you for money. God will provide that 100%. I'm asking for a spot to put us. I get people don't want us in their backyard. I understand that, 100%. But there's places we can go. I will gladly take the Flats. I know it's a flood plane zone. I will figure out how to work around that because there's home out there, around there, so there's a way around it somehow. And I would take over everything. I would clean it up, I would take responsibility for it, whatever you wanted me to do, I would jump through whatever hoop you were asking me to do, to make these guys have a place to be. Do you guys have any questions?

Councilor Mills asked how much land they thought they'd need to do what they wanted to do.

Ms. La Chapelle: Not much. I need a building that's about 4,000 square feet and I can make it work. We are in, Dad, how big do you think our building is now? Four to five thousand. Yeah, we're in a four to five thousand right now and we could it then. One acre my Dad said. My Dad is the Executive Director. I just get to run the show. He's the heavy lifter.

Councilor Mills verified Ms. La Chapelle already had the funds for the building, but they just needed some land.

Ms. La Chapelle: We just need the land, that's all we need. We have a five-year plan in place. Year One we want to open the shelter, to get it open, to get the 24/7 open, so they have a place to shower, to be clean, to, I was surprise dhow many of them want to shower, want to brush their teeth, like that surprised me walking into this. Wash clothes. Yes, we will have a laundry room in the shelter. Year Two, we want to extend to a men's shelter and have a men to be where they can learn to be husbands and dads and fathers, the leader of their home that they're called to be. Year Three, women and children. Project Dove is so full and I, I was in a domestic violence situation and I had no place to go. Had I not had my Mom and Dad and Prudy, I don't know if you guys know Prudy Sherman, if I hadn't had those people in my life, I would have been on the streets with my two littles. The Fifth year, we're going to revamp everything and, not revamp, but just take a look at everything and watch how it's impacting our community. The elderly, yes, sorry, she's telling me, Year Four we want to do the elderly, Year Five we want to see how it's impacting our community, because this is a huge need and it's only going to keep growing, especially with the stuff trickling down the line, and it's not going to take long. Do you guys have any other questions?

Councilor Hart asked if she had spoken with staff yet, or was this like the first time of getting out there.

Ms. La Chapelle: I came when we first opened Oasis House. I came and talked, I think we got the city's permission Oasis House at St. Matthews. St. Matthews is a huge supporter for us; however, we can't do an overnight there. It's just not feasible to do it there. There's neighbors around that don't, they like us but they don't want them overnight, and I understand that. I get that. But, now, we're here.

Councilor Hart replied so it's like a first step.

Ms. La Chapelle: I think Kylie has talked to Dan quite a bit.

Kylie Schroeder: We've spoke with, we talked to Debbie, we've spoken to Dan, and I've been through all of the key people in the law enforcement arena. I've been through a lot of the businesses in town. We're talking about doing things like just spreading the word that we exist is number one. Number two, we are asking for support from the greater Ontario area. Frankly, we shouldn't be owning it in all of the little towns that surround Ontario as well. And, we just touched on it briefly, but there is a, I was surprised by this, that there was an enormous expansion of homeless groups in the elderly. What's happening is they can afford to pay their rent, but then they can't afford food, or they can buy their food, but they can't pay their rent. And this is increasingly becoming a very grave concern. It's another vulnerable group. We can't turn our backs on it. And this is going to come back to bit us if we don't take action and we don't do it together, because we're all in the same community.

Ms. La Chapelle: *She talked about the elderly. We had an 82 year old man come in today, and he was found passed out in the alley, homeless. He gets Social Security every month, but he can't afford to live in a house, and I'm a landlord so I understand the rent increases, and I get that. I'm a landlord. I have seven apartments. But, the elderly, he can't work. He's got a big old sore on his face, and he was just, it broke my heart, you guys, and this lady in the community just found him in the alley and picked up, put him in her car, brought him into Oasis, got him a coat, got him some clothes, Lisa took care of him. It's, it's here, and it's here to stay, unfortunately.*

Councilor Hart stated in regards to the Flats, he believed that was in the county. What he would appreciate was having a broader discussion. There was someone from Fruitland there, so look into Idaho. Ask how they could help Ontario.

Ms. La Chapelle: *Homelessness is illegal in Idaho.*

Councilor Hart stated that was one of those concerns he had was making sure they were doing a good job, but not saying everybody come to Ontario. How did Ontario share that burden as a resource, whether it was Vale, Payette, Fruitland, or the county. These were community issues, so how could they do better as a community across that river. But, at the same time, trying to figure out what were some of the barriers. Was it just land? Was it code? It would get complex fast. Was there a willingness to have a proper discussion.

Ms. Schroeder: *Absolutely, Ken. You know, I'm the one that's been going around and speaking to people, and I have every intent to visit every one of those. I live in Wieser, and I think we own it as an area. So it's going to be something that's going to be brought up to each of them. We've also visited successful rescue missions in Idaho. They exist. It's a huge rescue mission. We don't have, Oasis is not in Idaho, so we went to Grants Pass, and we visited the Gospel Rescue Mission there. We know that we don't need to reinvent the wheel. We want to make use of those areas that are doing this successfully, and they're very willing to share information. We'll end up with a leg up in a lot of areas and not have some expenses that are foreseeable. To your point, though, it is something that has to be a part of every single person's discussion, so I will be visiting all of those City Councils. We will also be talking with the county people. We know that the ramifications and the zoning, some of the details in a county location are a little different. Quite frankly, I think as we get to know folks, we really need to be on the edge of town somewhere. The county is great. There are a lot of opportunities maybe to get into a farmland area, but these are folks that are coming into town, or already intown, to have to go get in a car or find a ride five miles outside of town is not feasible. They have needs for mail, they have needs for doctors, they have places they go to get additional help, and all of those things require mail, they need to be able to get around town to get it done. Part of the need in any one of these agencies, or any one of this fingers of our five-year plan, all include busses and vans because people need to get around town. You can't get away from that. That is the issue in almost each case. If you look around both the State of Oregon and the State of Idaho, all of the rescue missions are in town where there's public transportation available and more local things. Now, in terms of getting them, getting these little towns to be a part of the solution? I think that's going to be, well, that's a barrier. We're going to have to climb it. We're going to have to beat it down if necessary; however, we will note that Oregon treats people differently than Idaho does, and the agencies and the organizations that are here to meet people's needs, are critical, and they're not available everywhere. So we have to understand that people want to be here because they can get taken care of here. Do they need to be a drain on us all? We all, there are people here who have completely turned their lives around. The success stories exist, and they are now becoming part of our solution, and I think that it's up to us to have an attitude of this is the solution. We're going to work together as a community. We need to put our heads together for appropriate locations. We need to be smart about it. And I'm willing to head the battle into the hinterlands of these other towns, and I'll do that, but we need your support. We need to know that we can count on your help. We don't, despite the fact that we a realtor, we don't know everything about the buildings in town. We don't know what's available, what we could rent, what we could buy even for \$1 from someone. I mean, those are things, those are purchases that happen, and we need your help to get there.*

Councilor Kirby stated he believed they, as a Council, should create a subcommittee for this issue, which he'd like to be a member of, and maybe an NGO representative. There was also a major health care provider sitting up on the dais, that being Councilor Ken Hart. Councilor Adrianna Contreras also worked for Valley Family. If appropriate, he'd make that a motion, to form that subcommittee, of maybe 5 people, which would include 2 from the Council.

Mayor Folden stated she'd be willing to sit on the Committee.



Ms. La Chapelle: Mr. Hart, I wanted to address one more thing with you. Just today I had a gentleman come in, his name was Robert, I don't remember his last name, I'm sorry, but he is going up against Portland, telling them "why are you getting paid for money that you're sending people to me?" Escobedo? Escobedo. "Why are you getting paid for money that you're sending people to me?", so he is fighting for Ontario because it's not fair that they're sending people down here, and they're reaping the money for it. That's not fair to Ontario. That's not fair to you guys. That's money out of your pockets. That's not cool. And he is fighting super hard to get that changed, because he's like this is not okay. He had been to Portland several times, and he's now coming on with Oasis House, under our 501c3 to help us with everything because he's got so much knowledge about that and that's, to me, that's a huge issue that we really need to address.

Councilor Kirby stated there was a motion on the floor.

KIRBY moved, BAKEFELT seconded, **TO START A COMMITTEE TO WHERE WE ARE ABLE TO HELP MAKE THIS HAPPEN.** Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

Randel Cramm, Ontario, stated: Hello, my name is Randall Cramm. I'm a resident of Ontario, Oregon. I'm not born and raised here. I'm a transient from Portland, Maine. I'm here to share my success story. I've been homeless since I was 16 up to the time I was 55 and I had an encounter with Christ. Been through the prison system and everything and got 10 years clean. Relapsed in Portland, Maine, and rededicated my life to Christ since then. I've got seven years clean, and I realized that I needed to get away from my environment. John Hades says you want to change your life, change your friends. Now I only associate with Christians. But, a bought a home out here, sight unseen. Stepped out in faith. I'd never been here before, but I got two years clean, saved some money, and asked God "how you want to spend this money?", and he wanted me to invest it wisely, so I bought a mobile home, and came out here. I brought my wife out here from Maine and she promised me that she was going to try the Christian life, and she did well for two years until somebody corrupted her, and, needless to say, she's now in Idaho in a recovery center, a one-year program, and I have faith that she's going to come home a new person. Alright, because I did it, she can do it. Like I said, in my years' experience, I came here to bring my experience. I been homeless in Los Angeles. Born and raised in Los Angeles. I've traveled all over the United States, being in 40 states, been a truck driver, a cab driver, I figured that's the best way to be homeless, you know? But, anyways, I worked my way out of the Bowery Pit, because I no longer wanted to be homeless. I wanted to have what you guys have – stability. Now I got stability, and I had to make a tough choice to send my wife away, and the first lady talked about treatment. I agree with treatment. I don't think that if you have a foundation in Christ you don't stand a chance, but with God all things are possible. Without God, it's impossible. Alright. I know that all of you are Christians, but I know for a fact, this works. I've been through Phoenix, Arizona, the hub center, the rate center, they got a tent center out there, they got a great homeless community, and not everybody, you know, ends up out of homeless, but a lot do. Not everybody wants to be homeless. Homelessness is a choice, and a lot of them are mentally ill, and a lot of them are stuck on drugs. Anyways, I came here from Portland, Maine. I poured myself into CLF Church, Christian Life Fellowship, alright, and I went through their program. I've been there five years now; I've been here five years, okay. Anyways, I'm now the transportation leader and a small group leader, and I call myself Barnabas, Son of Encouragement. I call myself Brother Barnabas because I want to encourage those who are like me, are like-minded, and are sick and tired of being sick and tired. And, my next point is, you know, yes, I understand the businesses are frustrated, and they got a right to be frustrated, because these people are a nuisance. They are, I agree. Alright, Deanna brought up that she deserves to be served and all that, well, I serve my community wholeheartedly. I provide transportation to people who can't afford transportation. I notice you don't have a new transportation system out here. And what they did in Maine, is they moved everybody out of the city and out towards the airport, which I didn't think was a bad idea. A lot of people thought it was a terrible idea because access to facilities and stuff like that, but as long as you make transportation available, that's a good thing. I think it's a great idea. Move them out on the outskirts, get them away from where they're getting their drugs, or they're getting their alcohol. And then Wes talked about experience. I agree with him. Experience gives you wisdom. Oasis mentioned that they wanted to provide, they wanted you guys to provide at least 4,000 square feet. I got out to homeless camps all the time. I go the Food Bank not because I need food, I'm not even on government assistance anymore, praise God. I don't even get food stamps, but I go there and get food boxes and I drop it off at the homeless camp because I know that they're too ashamed. They don't even have transportation to get to the shelters, so bring food out there. Some of my friends are Pagan, but I still love on them. And, Ken Hart had a good point about a sub-committee. I like that idea. Oh, sorry, I tried to take notes, but I only got a 9th grade education, so I'm not an eloquent speaker, but I thank you for all your time and your effort and there is hope and I'm proud to part of this community and having a chance at a brand new life and living a new life. I am living the abundant life. That's all I got to say. Thank you.



Mr. Cummings thanked everyone for attending. He assumed what the Council meant was to form an ad-hoc committee, so staff would get this in place, and then would contact Council to see which three members...it sounded like they wanted two City Councilors on there, and three members from the Oasis group. He'd get the ad-hoc committee written up, and did the Council want the group to submit names for being on the committee for selection, or did the Council want the group to make their own selections?

Councilor Kirby stated they could make their recommendation.

Ms. La Chapelle: *So we would probably do like the Director, Kylie, and then one more person. I doubt it would be me because I'm just too busy.*

Councilor Kirby stated maybe someone that was homeless. He thought that would give credibility.

Ms. La Chapelle: *Somebody that's homeless?*

Councilor Kirby stated yes.

Ms. La Chapelle: *Oh, I got that. Okay.*

Mr. Cummings stated he would get in contact with Ms. La Chapelle and they'd get that put together as quickly as possible. He'd also like to address Councilor Hart's question about if this was the first approach. No, it wasn't. He had met with these folks a few times. He wanted the Council to know they'd asked the same thing. They had the funding, but needed a piece of property. He told them the first step was to discuss it with the Council to see if they'd entertain staff looking for a piece of property that might fit their needs. He would begin looking so he'd have some options to share with the committee. Most of the time when they were within cities was due to the infrastructure. It was difficult to construct a building in the county and provide sewer and water.

Ms. La Chapelle: *We were looking at a property, the one across the street from Ware-Mart, that 1.29 acres, it's for \$1.2M, I think. We did look at something like that, too. But I didn't know how the city felt about that.*

Mr. Cummings stated that was what this committee would do. They'd look at all the options to see if they could find something that worked for everybody.

Ms. La Chapelle: *Okay, perfect, awesome. Thank you guys very much.*

OLD BUSINESS

Ordinance #2836-2025: Farmers Mutual Telephone Franchise Agreement

Dan Cummings, City Manager, presented.

Farmers Mutual Telephone Company desired to operate a telecommunications business within the city's incorporated limits. To this end, Farmers desired 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) would 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 would 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 was 10 years.

The franchise agreement was presented to the Council for discussion on October 14, 2025. Negotiations with Farmers had proven successful.

Fees collected from Farmers would add revenue to the general fund. This agreement should be approved in a timely manner as to not hold up the construction of the project and completion.

Ron Rembelski, General Manager, Farmers Mutual Telephone Company, stated: *Farmers Mutal had a long history, since 1908, providing communication services in Idaho in the Fruitland area, and expanded services outside of that area over the years. Currently, in Ontario, Nyssa, Vale, they provided a wireless internet service. A few years ago, they applied for a grant to provide fiberoptic internet services in the area surrounding Ontario.*



They already had fiber across the river, but just into Ontario to connect to some other providers, and they had chosen that as route to get to the outskirts of Ontario. This grant was for the unserved and underserved people, and it was for \$18.9M. They were under a tight timeframe to get this built out, and they had to come through Ontario to do that. The focus was to connect customers on the outskirts of town, and they had a specific 931 locations they had to build to. It did not preclude them from coming back into Ontario and providing services to the interior once they were established, but currently, under the grant program, they could not spend funds to connect houses within the city limits where Sparklight currently provided gigabit services. Once Farmers got the grant agreement, they began working on the engineering and permitting, and began working with Mr. Cummings, and he referred them to the City Attorney, who they worked with to negotiate an acceptable agreement for both parties. Therefore, Farmers Mutual was seeking approval, if the City Council was amendable.

Councilor Mills asked what part of Ontario this would go through.

Mr. Rembelski: *They were coming across the bridge on East Idaho, to Southeast Lane, then South to the Rogue Credit Union, West on 5th to SE 1st, and then South again on SE 2nd, to 18th Street. That's where they could begin picking up customers, once they hit 18th. The service area that they could provide service to, extended from 18th Street, South as far as King Avenue. It extended West as far as Lincoln, towards Vale, on the other side of 201, it extended North and West as far as SRCL, and it also extended North but tighter to the river, up to the Centennial Bridge, where Highway 52 left Payette.*

Councilor Kirby stated he noticed orange cones with orange conduits about every 100 feet. Did that belong to Farmers?

Mr. Rembelski stated yes. There were multiple providers. The ARPA funds (federal funds) where these were allocated from had been distributed down to the State of Oregon and each state received their fair share. There were other telecom providers that were also doing these types of projects, one around Vale, and one around Nyssa. Farmers Mutual was awarded the grant around Ontario. But yes, the work on Alameda currently was Farmers Mutual.

Councilor Braden stated under the Franchise Agreement, Section 5.1, payment of franchise fees, it read that in consideration they would commence payment on the effective date of this agreement.

BAKEFELT moved, KIRBY seconded, **THAT THE CITY COUNCIL APPROVE ORDINANCE #2836-2025, THE FARMERS MUTUAL TELEPHONE FRANCHISE AGREEMENT, AS PRESENTED, ON FIRST READING BY TITLE ONLY.** Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

MILLS moved, CONTRERAS seconded, **THAT THE CITY COUNCIL APPROVE ORDINANCE #2836-2025, THE FARMERS MUTUAL TELEPHONE FRANCHISE AGREEMENT, AS PRESENTED, ON SECOND AND FINAL READING BY TITLE ONLY.** Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

Ontario Train Depot Lease and Management Agreement Addendum #1

Dan Cummings, City Manager, presented.

This action was a housekeeping action to formalize an agreement made sometime in 2013 to remove the charge of $\frac{1}{3}$ of the electrical cost to the Ontario Basque Club, who leased and maintained the Ontario Train Depot owned by the City of Ontario.

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 was 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 ($\frac{1}{3}$) 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 had 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 one-third ($\frac{1}{3}$) of the electrical costs, which were to be adjusted in November of each year.

In October 2025, City Manager, Dan Cummings, following a review of the Lease Agreement and Management Agreement, determined that the last time the city had invoiced the Basque Club for their one-third ($\frac{1}{3}$) of the electricity was on November 5, 2012. The city received said payment on November 26, 2012. Further researching, staff could not find where the \$1.00 per year on the 99-year lease had been paid as well.

Mr. Cummings, 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 were assuming that some kind of agreement was made with then City Manager Jay Henry (2013) that since the Basque club had been doing upgrades and remodeling without asking the city for any additional funds, which was part of the agreement, the city would pay the full electrical cost of the facility and stopped invoicing the Basque Club the one-third ($\frac{1}{3}$) power cost.

Staff could not find any documentation stating a cessation to invoicing the Basque Club; therefore, staff was 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 was his opinion that it was very beneficial to the city to continue allowing the Basque Club to manage and maintain the Train Depot that belonged 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 was all being done by the Basque Club at this time.

There would be no additional cost to the city at this time, as the city had been paying all the electrical bills for the past 13 years.

The Council could choose not to recognize the actions and require the Basque Club to start paying the one-third ($\frac{1}{3}$) power cost again and could also request back payment of the owed amount since no formal agreement could be found to document the agreement.



Councilor Braden asked who owned the building?

Mr. Cummings stated the building was owned by the city, but the land was leased from Union Pacific.

Councilor Braden asked what the city had used the property for.

Mr. Cummings stated in the breakdown provided by the Basque Club, it reflected the rent coming in, from things like weddings or receptions. The city had only used it, that he was aware of, for the eclipse event, and also when the state gave the money to the county to build the transload facility, and maybe a few more functions. But, most of the operation occurring there was managed by the Basque Club. Under the agreement, all rent money received from that had to go to restoring the building. That was why the Club was about \$58-84K in the hole because the money collected was not enough to cover all the expenses. However, the city had the right to use the facility anytime they wanted.

Councilor Braden asked if the city paid rent to use it, or a user fee.

Mr. Cummings stated no.

Councilor Braden asked what it cost the city for the facility? Did the Club maintain everything, and the city just paid the power?

Mr. Cummings stated so far, that was what it had been. The Club paid for everything, and had not asked the city for any money. However, that might not occur in the future, depending on what needed to be done. The Club had mentioned that the HVAC needed to be replaced. They might ask the city for funding for that. If they did ask, he'd question it because he could see on the spreadsheet that they'd had that done twice already. If it needed replacement again, he highly suggested they not hire that same firm.

Councilor Braden stated it was probably the opinion of some Councilors that the City Hall HVAC should be fixed before fixing one in another building. His only comment was that the city owned the building, and getting it maintained for the cost of the electricity at \$2K a year, seemed like a very good arrangement.

Mr. Cummings encouraged them to go see the building, and all the renovations done by the Basque Club.

BRADEN moved, BAKEFELT seconded, THE CITY COUNCIL TO APPROVE ADDENDUM #1 TO THE ONTARIO TRAIN DEPOT LEASE AND MANAGEMENT AGREEMENTS DATED FEBRUARY 22, 2006, AND MARCH 5, 2009. Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

DEPARTMENT HEAD UPDATES

Finance: Monthly Report

Kari Ott, Finance Director, presented.

Councilor Hart stated at the end of last year, there was \$1.4M more than anticipated, in addition, in *this* budget, some of the Council voted to increase the taxes on the taxpayers, so that was another \$400K that was on the Safety Fee, so that was in the budget, and that was additional money. So about \$1.8M more, so were they going to let everything roll, were there things they needed to invest in, or something fun for the community that they'd like to see, or parking in Lions Park? Instead of the Council just allowing things to roll and happen, he would like them to be proactive and think about what to do with those resources, or, he would move that the city, at some point, pay down additionally on the PERS debt, which was still over \$10M, or \$14M in debt. It went down, and then it went up. There was a lot of debt, so there were uses for these funds. He did not want it rolled into the next Budget Committee meetings, unless it was done purposefully. He wasn't sure how to address the excess funds, but maybe a future topic for staff to bring some ideas to them. Figure out if there were some needs, and there were one-time dollars. How much was the paydown on PERS this year?

Ms. Ott stated \$250K had been budgeted, to come out of the General Fund, and \$148K from Public Works.



Mr. Cummings stated staff was working on ideas. One suggestion was to have staff research if the city should build the new parking lot North of the Aquatic Center. They [Recreation] were struggling, as the Council knew, and when he referenced the North, in the Maste Plan, there was a parking lot shown along the Eastside of the park, along those houses, and he was putting together costs of what it would cost to develop that parking lot. He'd then present it to the Council. It had two parts, was the thought, suggested by Councilor Hart, that it would not only serve people using the swimming pool, but also people who used the park. When functions were held at the park, parking was at a premium. Staff was working on that.

Councilor Contreras asked if those funds had to be spent in one set place, or could it be given back to the community, like through Oasis House, regardless of the amount.

Mr. Cummings stated that would be up to the Council; however, they were trying to spend it on one-time things, not something perpetual. But, it could be that if they wanted to give, for example, Oasis House \$25K, or whatever amount, just for a one time shot. However, they needed to be careful with perpetual things. He had asked Oasis to be there that night because they were seeking a parcel of ground. Was that an option? That was something they could do without cost, or minimal. If they chose that route, then he recommended they have a reversion clause that if they no longer used it for what was proposed, the land would revert back to the city, including any buildings on the property. Overall, the Council could do whatever they wanted.

Councilor Braden asked Ms. Ott if the city took no action, would the funds be addressed in the beginning fund balance of the next budget cycle?

Ms. Ott stated that was correct.

Councilor Braden asked what the process would be if they did want to parcel it out on some current year projects, because they were not currently budgeted.

Ms. Ott stated it depended on the amount. If they were going to change the budget by over 10%, they'd need to do a supplemental budget process. That meant it would need to be published, and have an accompanying resolution under a public hearing. If it was under 10%, it would still take a supplemental budget, but no public hearing or publishing was required.

Councilor Braden asked if the Council would have a strategic meeting to decide what to do when they found surplus like this?

Ms. Ott stated in the past, it had been addressed during the primary budget meetings, but nothing different had been done than that. They could certainly do a strategic meeting to discuss that.

Councilor Braden stated he believed there were ideas floating around. They should delve into it from a strategic standpoint in the future.

Councilor Kirby asked what type of retainage of cash did the city need to have on hand.

Ms. Ott stated they always tried to do at least three months of operating expenses in the General Fund; for Public Works, six months.

Councilor Hart wanted to ensure a camera for Andy so he could start taking pictures of the airplane tails so the city could bill people for landing. And also, the Chief wanted cameras for the stoplights.

Fire: Quarterly Report

Clint Benson, Fire Chief, presented.

Councilor Hart questioned the cost of a staff physical at \$1,000. He'd like to see more detail on that. He believed he knew of a place that could do better than that on the cost.

Chief Benson stated it was a one-stop. It included blood work, cancer screening, mental health evaluation, chest x-ray, a 12-lead stress test, etc. Currently, people were being sent for chest x-rays in Nampa, to Nyssa for a physical, and back here for their blood work. It was an NFPA-rated physical.



Councilor Mills stated when she was heading to Ontario, before the Fruitland exit, it was like going from clean air to a lot of smoke. Was that because farmers were burning their fields? The whole valley looked like it was on fire.

Chief Benson stated yes, it was farmers burning.

DISCUSSION ITEM(S)

Border Board Grant

Clint Benson, Fire Chief, stated Station 2 was a storage building. Studies showed they department would double their 5-minute response time by adding staff out there. There was a lot of good reasoning for it. Staff had completed a concept plan for a 2400 square foot addition, at an estimate of approximately \$900,000. It was a critical facility. It was a lot of money, but staff had done a lot of work on the front end. He worked with the GEODC, meeting with them monthly searching for grants and funding opportunities. One grant was the Eastern Oregon Border Board Planning Grant, which seemed to fit. Staff applied for the grant, and presented the request to their Board. He was notified that the department had been awarded the funds. They voted unanimously to award his department \$80,000 on a reimbursement basis, so one question had been if it would be more or less, and the Board determined they would reimburse the city up to \$80,000 for the design of the project. The project benefits were distribution, career female firefighters, private sleeping quarters and private restrooms, and development of new opportunities for staff. He had received an email that day from a gal transferring from Southern Oregon to TVCC, asking about a sleeper program. Departments that were using these programs, such as the sleeper program and the Oregon Apprenticeship Program, they were using that to supplement staffing. It opened the door for a lot of good things. He was there to ask if anyone had an objection for the city to receive that money and moving forward with the design.

Mr. Cummings stated since the city had been approved, he told Chief Benson he had to present it to the Council to make sure he had their support and the next step was to go out to bid to get a designer. At that point, they'd know what the total cost would be, and if the \$80,000 would cover it or not. Staff would have to return to Council with a resolution to accept the funds, and then move forward with one of the contracts. Tonight's presentation was to inform the Council the city had received the funds to go out to bid to get the design done. Staff would then return with a budget resolution to accept and expend the funds, and also to award a contract. If the contract was going to exceed the grant, the Council would need to make the decision to move forward by providing the additional funds or not. Also, if it came in less, such as \$70,000, would that be paid back, but he informed the Board it would be a "not to exceed" the \$80,000, so if it came in at \$70,000, that's all that would be expended. So that would eliminate the need to possibly "pay back" any overage. Also, the Rural Board had already committed to providing some funds, as well.

Councilor Kirby asked about having to pay Davis-Bacon wages, or prevailing wage, or what?

Mr. Cummings stated it would be prevailing wage, unless there were federal funds provided. That would cause the Davis-Bacon wage.

Second Council Meeting in November

Council consensus to cancel the November 23, 2025, Council meeting due to the Thanksgiving holiday.

HAND-OUTS

Minutes

County Court: 10-15-2025, 10-22-2025

Packet

V&C Board, November 2025



CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS.

Councilor Mills asked a few meetings back if the Recreation Department could provide an update on the status of the swimming pool. Also, related to the parking discussion held earlier that night, would the Rec Department be contributing to that, as that parking would be used by people using the pool.

Mr. Cummings stated yes. That was part of the plan. Their architects and engineers were addressing the existing parking lot, and looking at the layout where it showed they could add to their existing parking, along with the potential for the new additional parking area. Mr. Maeda had not committed to making a presentation yet, because he was working on getting the baseball diamonds completed. He was also waiting on their architects to provide a new cost for the parking lots – their share.

Councilor Mills asked if they might come and visit the Council and give an update? She had a lot of citizens asking questions, and she thought they needed to address that.

Councilor Braden stated he had a Community in Action board meeting, which was across the street from the Rec District, so he usually stopped in to see Andrew or Toni. Seven to ten days ago he stopped in and chatted with Toni, sharing with her that the Council had brought that issue up more than once, and the Council had not had an update in a while, and knew the Department had received partial funding. He reminded them they needed to inform the city about what was going on. He received a text from Andrew Maeda four or five days ago, which stated he would communicate with Dan in the very near future. It sounded like this calendar year. He said at our next meeting, but he wouldn't push him to do that. He told Andrew to contact Dan to get on the Council agenda when he was ready.

Mayor Folden stated she also received a text from Andrew on Thursday. It read *"Hey Mayor Folden, just wanted to give you an update since we had our official bid opening day today for the pool project. We had really good competition and only the very small scopes of work did not receive bids today, which was only accounting for about 5% of the overall project. There is still some work to be done to solidify and verify bids that are accurate and that the project is ready. But we are sitting somewhere between \$4.5 to \$4.95M. I believe our board will be ready to approve the project immediately once we get our guaranteed maximum price from our construction management team. I will prepare a presentation that will include our updated business plan, bidding costs, budget, and finances for the project, for which we plan to begin in December. I will look to get the public comment at next Council meeting, and we'll see you then."*

Councilor Hart stated this was back to Plan A, using the existing hole, and taking the roof off. He knew there were concerns about that, expanding, and then what to do with the other space. This was good news in going down the path of using the existing facility. There were still concerns about parking, but not as many now.

EXECUTIVE SESSION**ORS 192.660(2)(i): City Manager Evaluation**

An executive session was called at 8:25 p.m. under provisions of ORS 192.660(2)(i) to conduct the annual City Manager evaluation. Representatives of the news media and designated staff would be allowed to attend the executive session. All other members of the audience were asked to leave the room. Representatives of the news media were specifically directed not to report on any of the deliberations during the executive session. No decision would be made in executive session. At the end of this executive session, the Council would return to open session and welcome the audience back into the room. The Council reconvened into regular session at 8:59 p.m.

ACTION FOLLOWING EXECUTIVE SESSION

BRADEN moved, MILLS seconded, THAT THE CITY COUNCIL AMEND THE CITY MANAGER'S CONTRACTS TO BE THE SAME AS OTHER NON-REP STAFF IN PROVIDING FOR CITY-PAID PERS, BACKDATED TO 7-1-2025, AND AUTHORIZE THE MAYOR TO SIGN THE AMENDMENT. Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0.

ADJOURN

BAKEFELT moved, MILLS seconded, **THE MEETING BE ADJOURNED**. Roll call vote: Mills-yes; Braden-yes; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 7/0/0. Meeting concluded at 8:23 p.m.

ACCEPTED:

Deborah K. Folden, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



January 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 CITY HALL CLOSED	2 V&C 7AM CHAMBER OFFICE	3
4	5 AIRPORT 6PM CITY HALL	6	7	8	9	10
11	12 PLANNING 6PM CITY HALL	13 COUNCIL 6PM CITY HALL	14	15 PARKS 6:00PM CITY HALL	16	17
18	19 CITY HALL CLOSED	20 PUBLIC WORKS 3PM CITY HALL	21	22	23	24
25	26	27 COUNCIL 6PM CITY HALL	28	29	30	31

February 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 AIRPORT 6PM CITY HALL	3	4	5 V&C 7AM CHAMBER OFFICE	6	7
8	9 PLANNING 6PM CITY HALL	10 COUNCIL 6PM CITY HALL	11	12	13	14
15	16 CITY HALL CLOSED	17 PUBLIC WORKS 3PM CITY HALL	18	19 PARKS 6:00PM CITY HALL	20	21
22	23	24 COUNCIL 6PM CITY HALL	25	26	27	28

March 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 AIRPORT 6PM CITY HALL	3	4	5 V&C 7AM CHAMBER OFFICE	6	7
8	9 PLANNING 6PM CITY HALL	10 COUNCIL 6PM CITY HALL	11	12	13	14
15	16	17 PUBLIC WORKS 3PM CITY HALL	18	19 PARKS 6:00PM CITY HALL	20	21
22	23	24 COUNCIL 6PM CITY HALL	25	26	27	28
29	30	31				

April 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2 V&C 7AM CHAMBER OFFICE	3	4
5	6 AIRPORT 6PM CITY HALL	7	8	9	10	11
12	13 PLANNING 6PM CITY HALL	14 COUNCIL 6PM CITY HALL	15	16 PARKS 6:00PM CITY HALL	17	18
19	20	21 PUBLIC WORKS 3PM CITY HALL	22	23	24	25
26	27	28 COUNCIL 6PM CITY HALL	29	30		

May 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 V&C 7AM CHAMBER OFFICE	1	2
3	4 AIRPORT 6PM CITY HALL	5	6	7	8	9
10	11 PLANNING 6PM CITY HALL	12 COUNCIL 6PM CITY HALL	13	14 PARKS 6:00PM CITY HALL	15	16
17	18	19 PUBLIC WORKS 3PM CITY HALL	20	21	22	23
24	25 CITY HALL CLOSED	26 COUNCIL 6PM CITY HALL	27	28	29	30
31						

June 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 AIRPORT 6PM CITY HALL	2	3	4 V&C 7AM CHAMBER OFFICE	5	6
7	8 PLANNING 6PM CITY HALL	9 COUNCIL 6PM CITY HALL	10	11	12	13
14	15	16 PUBLIC WORKS 3PM CITY HALL	17	18 PARKS 6:00PM CITY HALL	19	20
21	22	23 COUNCIL 6PM CITY HALL	24	25	26	27
28	29	30				

July 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2 V&C 7AM CHAMBER OFFICE	3 CITY HALL CLOSED	4
5	6 AIRPORT 6PM CITY HALL	7	8	9	10	11
12	13 PLANNING 6PM CITY HALL	14 COUNCIL 6PM CITY HALL	15	16 PARKS 6:00PM CITY HALL	17	18
19	20	21 PUBLIC WORKS 3PM CITY HALL	22	23	24	25
26	27	28 COUNCIL 6PM CITY HALL	29	30	31	

August 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 AIRPORT 6PM CITY HALL	4	5	6 V&C 7AM CHAMBER OFFICE	7	8
9	10 PLANNING 6PM CITY HALL	11 COUNCIL 6PM CITY HALL	12	13	14	15
16	17	18 PUBLIC WORKS 3PM CITY HALL	19	20 PARKS 6:00PM CITY HALL	21	22
23	24	25 COUNCIL 6PM CITY HALL	26	27	28	29
30	31					

September 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 AIRPORT 6PM CITY HALL	2	3 V&C 7AM CHAMBER OFFICE	4	5
6	7 CITY HALL CLOSED	8 COUNCIL 6PM CITY HALL	9	10	11	12
13	14 PLANNING 6PM CITY HALL	15 PUBLIC WORKS 3PM CITY HALL	16	17 PARKS 6:00PM CITY HALL	18	19
20	21	22 COUNCIL 6PM CITY HALL	23	24	25	26
27	28	29	30			

October 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 V&C 7AM CHAMBER OFFICE	2	3
4	5 AIRPORT 6PM CITY HALL	6	7	8	9	10
11	12 PLANNING 6PM CITY HALL	13 COUNCIL 6PM CITY HALL	14	15 PARKS 6:00PM CITY HALL	16	17
18	19	20 PUBLIC WORKS 3PM CITY HALL	21	22	23	24
25	26	27 COUNCIL 6PM CITY HALL	28	29	30	31

November 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 AIRPORT 6PM CITY HALL	3	4	5 V&C 7AM CHAMBER OFFICE	6	7
8	9 PLANNING 6PM CITY HALL	10 COUNCIL 6PM CITY HALL	11 CITY HALL CLOSED	12	13	14
15	16	17 PUBLIC WORKS 3PM CITY HALL	18	19 PARKS 6:00PM CITY HALL	20	21
22	23	24 COUNCIL 6PM CITY HALL	25	26 CITY HALL CLOSED	27 CITY HALL CLOSED	28
29	30					

December 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3 V&C 7AM CHAMBER OFFICE	4	5
6	7 AIRPORT 6PM CITY HALL	8 COUNCIL 6PM CITY HALL	9	10	11	12
13	14 PLANNING 6PM CITY HALL	15 PUBLIC WORKS 3PM CITY HALL	16	17 PARKS 6:00PM CITY HALL	18	19
20	21	22 COUNCIL 6PM CITY HALL	23	24	25 CITY HALL CLOSED	26
27	28	29	30	31		



**AGENDA REPORT
CONSENT AGENDA
December 9, 2025**

To: Mayor and City Council

FROM: Jason Cooper, Police Chief

THROUGH: Danny K. Cummings, City Manager

SUBJECT: LIQUOR LICENSE CHANGE OF LOCATION: HOG ROCK CAFE

DATE: November 18, 2025

PROPOSED MOTION:

I MOVE THE CITY COUNCIL RECOMMEND THE CHANGE OF LOCATION AND CHANGE OF LIQUOR LICENSE TYPE APPLICATION FOR HOG ROCK CAFÉ.

SUMMARY:

Waterhole Saloon Inc/Fred Travis Currey is applying for a Change of Location and change of privilege liquor license for Hog Rock Café. Hog Rock Café is currently located at 1281 SW 4th Avenue, Ontario and is relocating to 1241 SW 4th Avenue, Ontario, Oregon. All necessary paperwork has been completed. The Oregon Liquor Control Commission office is awaiting recommendation from the Ontario City Council.

BACKGROUND:

Waterhole Saloon Inc/Fred Travis Currey has owned and operated Hog Rock Café located at 1281 SW 4th Avenue, Ontario, Oregon for several years. They received their liquor license through OLCC at that time and have operated without issues. The Oregon Liquor Control Commission requires a recommendation from the city when relocating a liquor license from one address to another, even when staying with the business. The application forms have been filled out appropriately and the required fees have been paid. All permit and license requirements have been met.

CURRENT SITUATION:

Hog Rock Café is currently located at 1281 SW 4th Avenue, Ontario, Oregon. Owner, Waterhole Saloon Inc/Fred Travis Currey, is relocating this restaurant to 1241 SW 4th Avenue. Hog Rock Café currently holds a Limited On-Premises license and is requesting an upgrade to Full On-Premises with Catering as they move to this new location, which was licensed with Full On-Premises and Catering under the name of Matsy's.

Once the recommendation step is completed, Waterhole Saloon Inc/Fred Travis Currey can submit the final application paperwork to the Oregon Liquor Control Commission to complete this process showing the new location for his Café as well as the added privileges for this location, which will require renewal on a yearly basis.

ANALYSIS:

- A. **STRATEGIC PLAN** This application is a general action item showing a change in location of an already established business within the City of Ontario, and in this case, also showing a change of license type. Therefore, it does not have a direct effect on the city's current strategic plan.
- B. **FINANCIAL** There is no financial impact of this action.
- C. **TIMING** Approval is required to show the change of location and privilege type for this establishment.
- D. **POLICY/LEGAL** All legal steps have been followed to completion, with no negative feedback.

ALTERNATIVES:

Not recommend the license application.

This has no true effect on the process, as the Oregon Liquor Control Commission may consider the city's objections to the action but is not obligated to do so. They are the ultimate authority on the issuance of the license.

RECOMMENDATION:

Staff recommends that the City Council approve the Change of Location with the added privilege of Full On-Premises Commercial with Catering license for Waterhole Saloon Inc/Fred Travis Currey under the tradename of Hog Rock Café.

ATTACHMENTS:

None

Abstract geometric lines in the top left corner of the page, consisting of several overlapping, irregular polygons and lines that create a complex, layered effect.

GRANT COMMITTEE
SEMI-ANNUAL REPORT
07/2025 – 12/2025



THE GRANT COMMITTEE:

- ⇒ was organized in 2023
- ⇒ is made up of city department members
- ⇒ is focused on seeking and securing grant funding for city projects to complement the city budget
- ⇒ identifies funding opportunities, coordinates applications
- ⇒ ensures that awarded grants align with the city's priorities and community needs.

COMMITTEE MEMBERS



Dan Cummings
CITY MANAGER

[EMAIL](#)



Jason Cooper
CHIEF OF POLICE
DEPARTMENT

[EMAIL](#)



Clint Benson
CHIEF OF FIRE
DEPARTMENT

[EMAIL](#)



Brittany Ward
FIRE DEPARTMENT
ADMIN ASSISTANT

[EMAIL](#)



Michael Braden
*of Front Door Business
Services*

COMMITTEE
CONSULTANT

[EMAIL](#)



Tatiana Burgess

PLANNING
DIRECTOR,
COMMITTEE CHAIR

[EMAIL](#)



Laura Reyes

ADMIN ASSISTANT,
COMMITTEE
SECRETARY

[EMAIL](#)



Corinna Hysell

HUMAN RESOURCES,
ASSISTANT TO THE
CITY MANAGER

[EMAIL](#)

WORK SESSIONS

Monthly meetings to discuss new grant opportunities

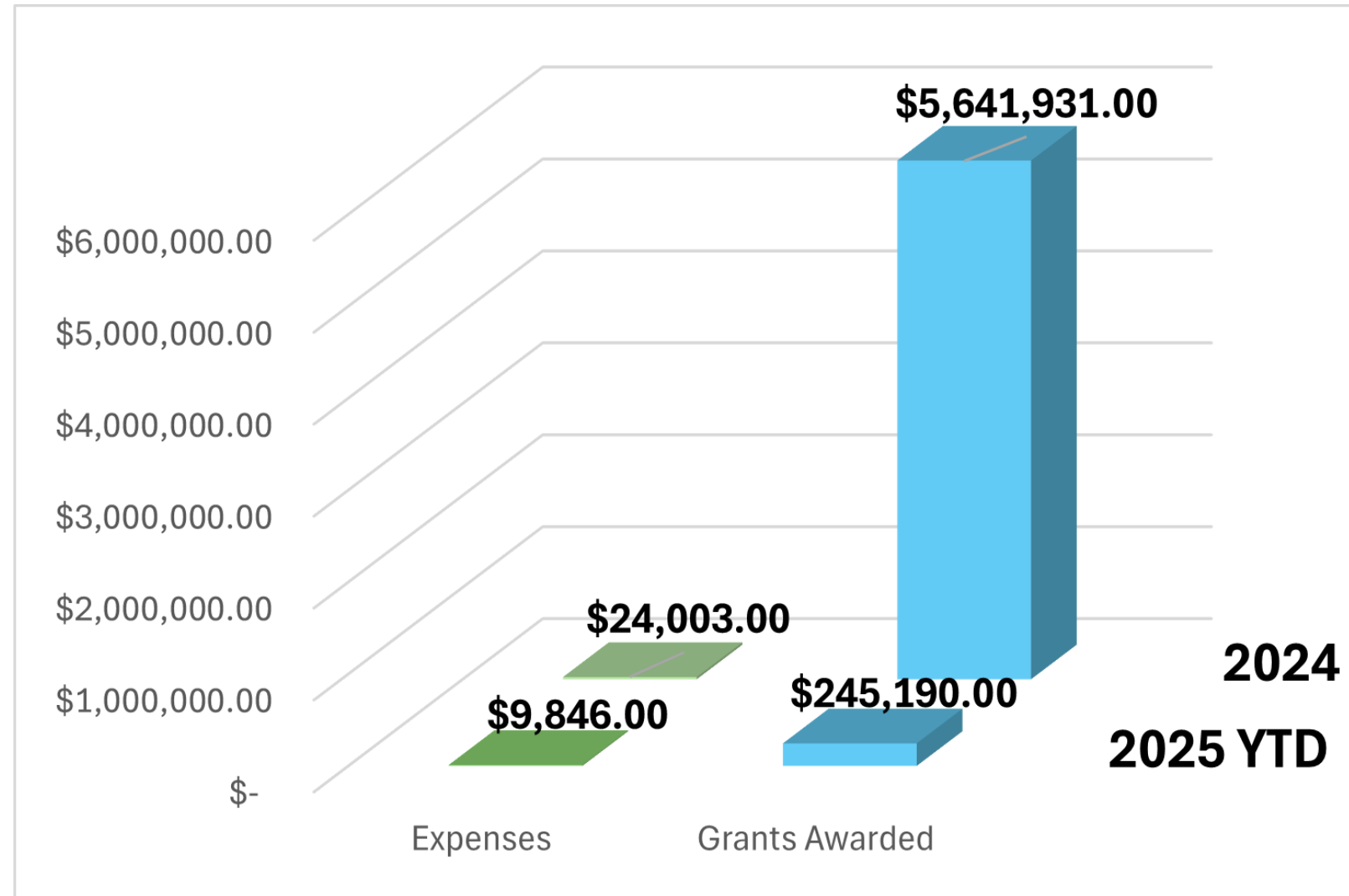
Discuss financial and budget updates

Review ongoing grants status

FINANCIAL OVERVIEW

The Grant Committee was allocated a \$55,000 budget line in 2024 and \$50,000 in 2025.

This budget is expended for consulting services, grant matching funds and meal expenses.



FINANCIAL OVERVIEW

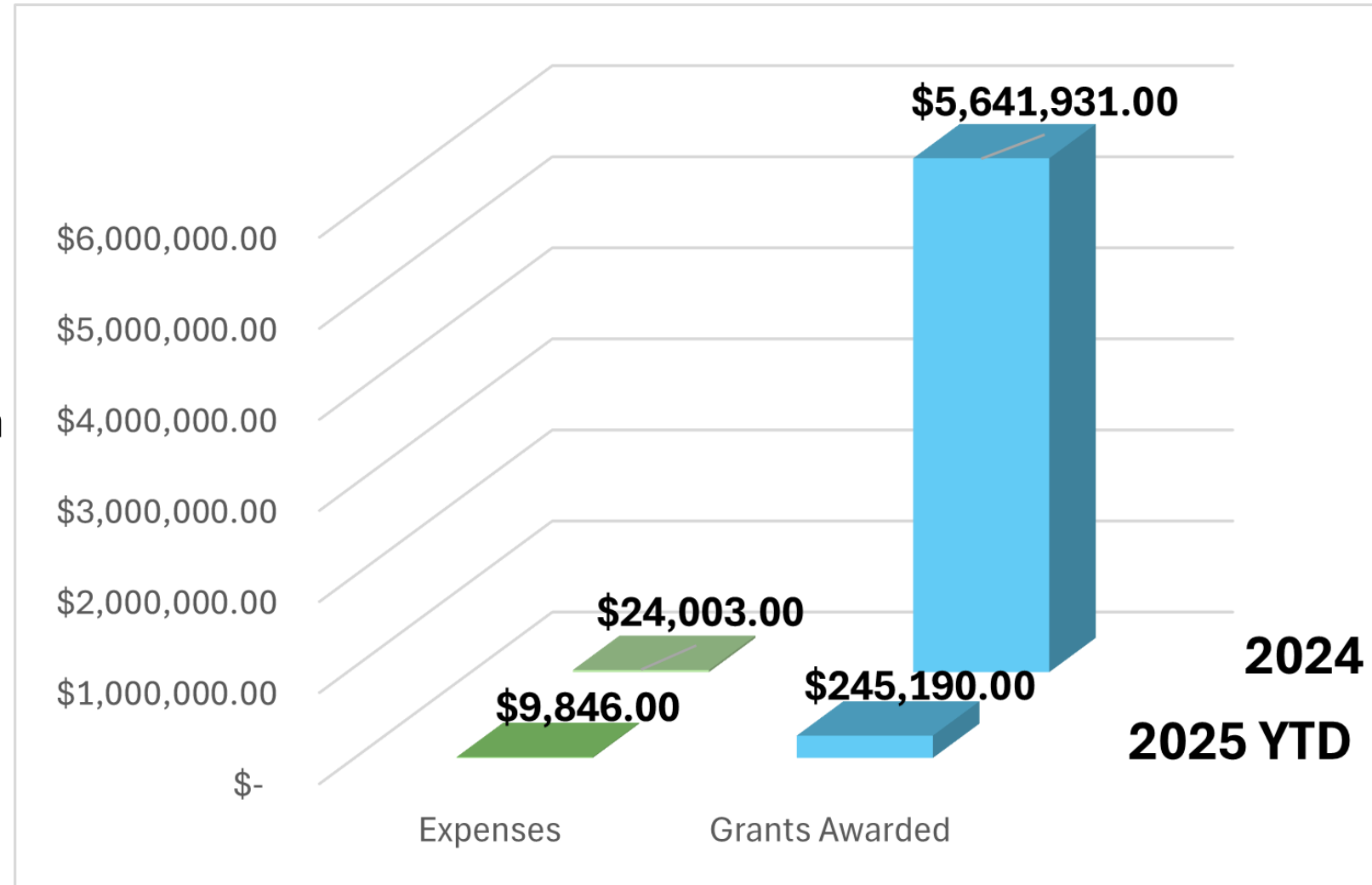
The visual represents:

- the expended grant committee budget (green)
- the leveraged total awarded grants in each year (blue)

**Note:*

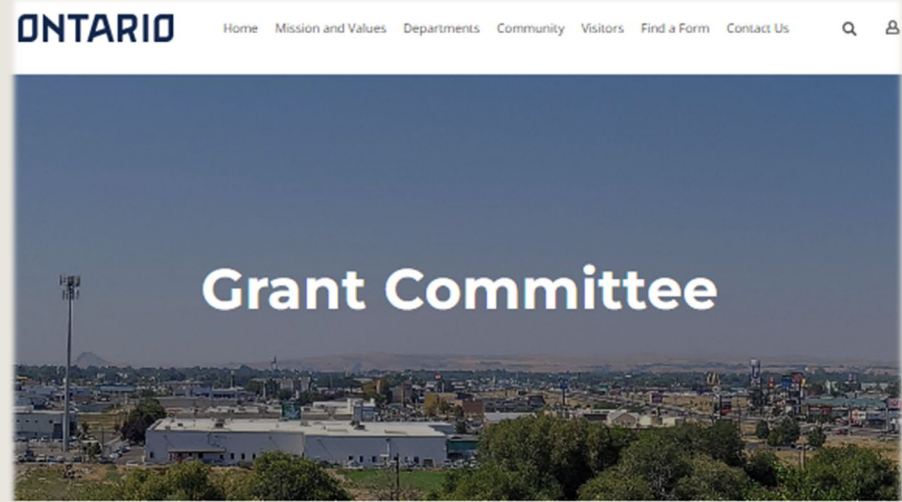
2024 includes the entire calendar year data.

2025 includes year-to-date data only



SUCCESS RATE METRICS

YEAR	Amount Requested (\$)	Amount Awarded (\$)	Award Rate (%)	Total Applications Submitted	Total Successful Applications	Successful Applications Rate (%)
2023	\$1,620,434	\$633,356	39.09 %	5	2	40.00 %
2024	\$7,503,031	\$5,641,931	75.20 %	16	11	68.75 %
2025 YTD	\$350,190	\$245,190	70.02 %	8	7	87.50 %
TOTAL	\$9,473,655	\$6,520,477	68.83 %	29	20	68.97 %



What do we do?

The grant committee is made up of city department members and is focused on seeking and securing grant funding for city projects to complement the city budget. The committee identifies funding opportunities, coordinates applications, and ensures that awarded grants align with the city's priorities and community needs.

Please note: This committee is an internal working group and is not related to the public boards or committees established by City Council who fund grants. Its sole purpose is to bring in grant funding to support city operations and projects. [Click here](#) to be redirected to grant opportunities provided by the city.



LESLIE THOMPSON PHOTOS | ARGUS OBSERVER

Below are photos of city staff and community children assembling bicycle safety kits, made possible through a grant received from ODOT supporting safer transportation.



Committee members

Awarded Grants

Made possible through an OSFM grant, the Fire Department's Training Center has become a valuable facility supporting hands-on training for the Fire Department, Police Department, City staff, and community partners.



Firefighter Grimaldo leading a CPR training session at the Fire Department's Training Center.



THANK YOU

City of Ontario

Grant Committee

<https://www.ontariooregon.org/grant-committee.html>



**AGENDA REPORT
NEW BUSINESS
December 9, 2025**

To: Mayor and City Council

FROM: Dan Cummings, City Manager/Community Development Director
Kari Ott, Finance Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **RESOLUTION #2025-127: SURPLUS PROPERTY (1991 FORD BUCKET TRUCK)**

DATE: November 18, 2025

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE RESOLUTION #2025-127: A RESOLUTION DECLARING THE 1991 FORD BUCKET TRUCK SURPLUS PROPERTY AND APPROVE THE DONATION OF THE SURPLUS VEHICLE TO THE CITY OF NYSSA AND APPROVE THE CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED TO MAKE THE TRANSFER.

SUMMARY:

The 1991 Ford F Super Duty Bucket Truck needs to be declared surplus.

BACKGROUND:

During the 2025-2026 budget process, the City Council/Budget Committee approved the purchase of a bucket truck out of the Street Fund. With the purchase of the new (used) truck, the old bucket truck is no longer needed.

In a recent meeting between Dan Cummings, Ontario City Manager, and Jim Meret, Nyssa City Manager, Dan discovered that the City of Nyssa was in need of a bucket truck, but could not afford one.

Staff has determined that the vehicle has a value in its current condition of between \$1,500 and \$2,000 and would require the expense to advertise the vehicle for sale, reducing the net value of the vehicle.

CURRENT SITUATION:

The Public Works Department has taken possession of a newer bucket truck, which is a 2011 Ford F550 and needs to surplus out the older 1991 bucket truck to get it removed from city insurance.

The Ontario City Manager and staff feel it would be in the best interest of public relations to donate the surplus 1991 Ford Bucket truck to the City of Nyssa. Doing so would keep the vehicle local with the possibility of Ontario being able to borrow the bucket truck in the future if a need arises.

ANALYSIS:

- A. **STRATEGIC PLAN** No strategic plan impact noted.
- B. **FINANCIAL** Currently there is no financial impact other than paying for insurance on the vehicle.
- C. **TIMING** City staff would like to surplus and dispose of the property as soon as possible to save on insurance costs for the vehicle.
- D. **POLICY/LEGAL** Surplus property is required to be approved by the City Council per financial policy.

ALTERNATIVES:

The City Council could choose not to declare the vehicle surplus, which would require the Street Department to retain the vehicles.

The City Council could choose to surplus the vehicle and sell the vehicle instead of donating it.

RECOMMENDATION:

Staff recommends the approval of Resolution #2025-127.

ATTACHMENTS:

- 1. 1991 Ford F Super Duty Bucket Truck
- 2. 2025-127 Declare 1991 Boom Truck as Surplus 12-9-2025

Auto #: PW-ST-05 (210-91)

Year: 1991

Make: Ford

Model: F Super Duty Bucket Truck

Color: White

Plate: E218549

VIN: 2FDLF47G9MCA14348

Department: Public Works

Division: Street





RESOLUTION #2025-127

A RESOLUTION TO DECLARE THE 1991 FORD BUCKET TRUCK SURPLUS

- WHEREAS,** the Public Works Department recently purchased a newer 2011 Ford F550 bucket truck; and
- WHEREAS,** the city no longer needs the 1991 Ford F Super Duty Bucket Truck that has become a maintenance issue; and
- WHEREAS,** the City Financial policy adopted under Public Contracting Laws under Ordinance #2832-2025, Section L Disposal of Public Property, requires the City Council to declare personal property to be surplus prior to disposing of it; and
- WHEREAS,** under Section L(1a) the personal property can be disposed of without competition by the transfer or sale to another government department or public agency; and
- WHEREAS,** the city staff has determined that the value of the vehicle is somewhere between \$1,500 and \$2,000; and
- WHEREAS,** the City Manager has been made aware that our neighboring City of Nyssa needs a bucket truck as they have none and are not able to budget for one at this time.
- WHEREAS,** the City Manager and the City Council feel it is in the best interest of the citizens of Ontario to donate this vehicle to the citizens of Nyssa Oregon to help our neighbors in their time of need, as well as keep the truck local with the possibility of Ontario being able to use it in an emergency if the need arises.

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

1. The City Council hereby declares the 1991 Ford F Super Duty Bucket Truck as surplus property and no longer needed by the City of Ontario.
2. That the 1991 Ford F Super Duty Bucket Truck is hereby donated to the City of Nyssa.
3. That the City Council authorizes the City Manager to sign all documents required to transfer the surplus vehicle to the City of Nyssa.

EFFECTIVE DATE: Effective immediately upon passage.

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

Ayes:

Nays:

Abstentions:

Absent:

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

Deborah K. Folden, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
December 9, 2025**

To: Mayor and City Council

FROM: Dan Cummings, City Manager/Community Development Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **RESOLUTION #2025-128: CREATE AN AD HOC COMMITTEE FOR A HOMELESS SHELTER**

DATE: December 3, 2025

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE RESOLUTION #2025-128: A RESOLUTION CREATING A HOMELESS SHELTER AD HOC COMMITTEE AS PRESENTED.

OR

I MOVE THE CITY COUNCIL TO APPROVE RESOLUTION #2025-128: A RESOLUTION CREATING A HOMELESS SHELTER AD HOC COMMITTEE AS AMENDED.

SUMMARY:

This action would adopt a resolution to create a Homeless Shelter Ad Hoc Committee to explore the impact and needs of a Homeless Shelter within the community.

BACKGROUND:

At the November 12, 2025, Council meeting, following a presentation by the Oasis House on the need for a homeless shelter, a motion was made to create an Ad Hoc Committee (Subcommittee) to investigate the need and possible location.

CURRENT SITUATION:

Staff has prepared a resolution creating the Ad Hoc Committee for the Council to consider approving.

ANALYSIS:

- A. **STRATEGIC PLAN** None.
- B. **FINANCIAL** None at this point.
- C. **TIMING** The Oasis House would like to get something going as soon as possible.
- D. **POLICY/LEGAL** The City Council is the governing body that creates committees and approves resolutions.

ALTERNATIVES:

Council could choose not to form an Ad Hoc Committee.

RECOMMENDATION:

Staff recommends the Council approve Resolution #2025-128, a resolution creating a Homeless Shelter Ad Hoc Committee.

ATTACHMENTS:

1. Reso #2025-128 Creating Homeless Shelter AdHoc Committee 12-9-2025



RESOLUTION #2025-128

A RESOLUTION TO CREATE A HOMELESS SHELTER AD HOC COMMITTEE

- WHEREAS,** section XVI of the Council Rules and Procedures allows the Ontario City Council (the “Council”) to create an ad hoc committee by resolution; and
- WHEREAS,** the Council is aware of the concerns raised by community members relating to the need for a homeless shelter within the community and surrounding area; and
- WHEREAS,** the Council desires to establish an Ad Hoc Committee consisting of members of the City Council and concerned citizens to work with knowledgeable community members to look at the needs or and of a homeless shelter; and
- WHEREAS,** community members and the Council desire to address these impacts collaboratively with a diverse perspective.

NOW, THEREFORE BE IT RESOLVED, that the Ontario City Council creates the Homeless Shelter Ad Hoc Committee consisting of a minimum of five (5) members and no more than seven (7) members of which two members will be from the Ontario City Council, two members from the Oasis House, one member from the homeless community, and two community members at large. The Committee shall dissolve once the Council determines it is no longer needed. The Committee shall elect a Chair, Vice Chair, and Secretary at their first meeting and shall meet at least once a month or as often as the Committee elects to meet. The Committee shall record the meetings and provide minutes of the meeting. Committee shall follow the Public Meeting Laws of Oregon.

BE IT FURTHER RESOLVED, that the Council establishes the following as the purpose of the Homeless Shelter Ad Hoc Committee:

- 1) To explore the impact of the homeless within the community and surrounding area; and
- 2) To explore the need for a stable homeless shelter; and
- 3) To help meet some of the needs of the homeless; and
- 4) To report the findings and recommendations back to the City Council.

The City Manager shall make city staff reasonably available to the Committee for consultations and information.

EFFECTIVE DATE: Effective immediately upon passage.

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

Ayes:
Nays:
Abstentions:
Absent:

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

Deborah K. Folden, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
December 9, 2025**

To: Mayor and City Council

FROM: Dan Cummings, City Manager/Community Development Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **HELIPAD AIP25 - INDEPENDENT FEE ESTIMATE (IFE) - CENTURY WEST ENGINEERS**

DATE: November 19, 2025

PROPOSED MOTION:

I MOVE THAT THE CITY COUNCIL APPROVES THE CITY MANAGER TO SIGN THE CENTURY WEST ENGINEERS INDEPENDENT FEE ESTIMATE (IFE) CONTRACT FOR \$4,500.00 ONCE THE GRANT HAS BEEN AWARDED TO THE CITY.

SUMMARY:

The Ontario Airport Committee requests the approval of the City Council to sign the Century West Independent Fee Estimate contract.

BACKGROUND:

FAA AIP Handbook - Order 5100.20C outlines Programming Control and Reporting Procedures Grant-In-Aid Program procedures. The next process is to have an Independent Airport Engineer estimate the project formulation, design, bidding, and construction services. IFE Contract is within the budget to date with the funding from FAA at 95% and ODAV at 4%. Local City Council matching funds are 1% of the complete project.

CURRENT SITUATION:

Century West Engineering from Bend, Oregon, was approached to provide the fee estimate contract and can turnaround Century West's fee estimate within two weeks of receiving the signed contract.

ANALYSIS:

- A. **STRATEGIC PLAN** Century West Engineering is a reputable airport engineering company that gives a competitive, fair, reasonable estimate to satisfy FAA requirements.
- B. **FINANCIAL** The FAA will reimburse the City of Ontario for the cost of the IFE.
- C. **TIMING** The FAA and ODAV agreements are subject to the AIP Project Development Schedule.

- D. **POLICY/LEGAL** If there is a failure to comply with the grant conditions, the project funding may be forfeited.

ALTERNATIVES:

The city has the option to find an alternative suitable Airport Engineering firm to meet the IFE requirements.

RECOMMENDATION:

Staff recommends the City Council to approve the signing of the Century West Independent Fee Estimate contract, and authorize the City Manager to sign all relevant documentation for the IFE process once the grant has been awarded by the FFA.

ATTACHMENTS:

1. CWE Agreement - ONO AIP-025 IFE



AGREEMENT AND AUTHORIZATION FOR ENGINEERING CONSULTING SERVICES

By this Agreement, effective _____, **City of Ontario** (Client) authorizes **Century West Engineering Corporation** (Engineer) to carry out and complete the Scope of Services in consideration of the mutual covenants set forth in this Agreement and the *ENGINEERING CONSULTING TERMS AND CONDITIONS*.

Project: **ONO AIP-025 IFE**

Project No.: 12452.007.01

Scope of Services: Independent Fee Estimate (IFE) for FAA AIP 3-41-0044-025-2026 which includes the Project Formulation, Design, Bidding, Construction, and Project Closeout Engineering Services for the following items:

- Construct a single helipad to accommodate a Bell 429 Helicopter

Opinion of Probable Cost:

\$ 4,500

Lump sum not to exceed specified amount without prior authorization by Client.

Client

By:(signature) _____
By:(printed) _____
Title: _____
Date: _____

Century West Engineering Corporation

By:(signature) _____
By:(printed) _____
Title: _____
Date: _____

SUBCONTRACTOR TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: Subcontractor affirms that it is qualified to perform all services requested by this Agreement. Subcontractor is an independent contractor responsible for the means and methods used in performing services under this Agreement, and is not an employee, partner or joint venturer with Engineer. Subcontractor is responsible for any federal, state and local taxes and fees applicable to payments hereunder.

2. SERVICES: Subcontractor will perform its Services in accordance with the terms and conditions set forth in this Agreement and the Prime Agreement, and will perform said services in a diligent manner to completion. Subcontractor's schedule is subject to reasonable modifications by Engineer. Subcontractor agrees that it has the flexibility to adjust its schedule as required by any reasonable modification. Additional services shall be authorized only in writing.

3. PAYMENT: Subcontractor may submit invoices not more frequently than once a month for Subcontractor's unbilled portion of Services actually completed. Payment from Owner to Engineer is a condition precedent to Engineer's payment to Subcontractor for those services invoiced, and Engineer will pay invoices following receipt of payment from Owner.

4. STANDARD OF CARE: Services performed by the Subcontractor under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions.

5. ACCESS AND PERMITS: Subcontractor shall be responsible for making all necessary arrangements for access to the Project site and for obtaining all permits and approvals that may be necessary for Subcontractor to perform the Services.

6. UTILITIES: Unless otherwise specified, Subcontractor is solely responsible for locating utility, communication and power lines, whether buried or above ground, prior to commencing the Services.

7. COMMUNICATIONS WITH OWNER: All written or verbal communications with or to Owner or with federal, state or local agencies relative to the Services under this Agreement must be through or with the prior knowledge of Engineer.

8. INSURANCE: Subcontractor shall secure and maintain, during the progress of the work under this Agreement, the following insurance. **Subcontractor will provide all appropriate insurance certificates to Engineer prior to beginning work under this Agreement**, and all insurance certificates will state that the insurance carrier will give Engineer thirty (30) days notice of any cancellation of the policies. **Failure to provide these certificates is just cause for Engineer to hold payment to Subcontractor, until appropriate certificates are received by Engineer.**

(a) If Subcontractor is an employer subject to Oregon Workers' Compensation Law, Worker's Compensation insurance in the statutory amount and employer's liability insurance in an amount not less than \$500,000 for all employees engaged in providing the Services hereunder. In case any Services are sublet, Subcontractor will require the lower-tier subcontractor similarly to provide the same level of insurance for all the latter's employees.

(b) If Subcontractor will use motor vehicles in the course of providing the Services, Comprehensive Automobile Liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with not less than \$1,000,000 combined single limits.

(c) Commercial General Liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any act of Subcontractor or any of its employees, agents or subcontractors, with not less than \$1,000,000 per occurrence and in the aggregate. **Engineer and Owner will be named as an additional insured** with respect to the Subcontractor and any lower tier subcontractor liabilities, and Subcontractor waives subrogation against Owner and Engineer, their officers, affiliates, employees, agents, and subcontractors, and will require similar waivers from any lower tier subcontractors, as to said policies. Such insurance shall be the primary coverage to Engineer and Owner as related to the Services.

(d) If Subcontractor is providing a professional and/or consultative service, Professional Liability insurance of \$500,000 per occurrence and in the aggregate.

9. INDEMNIFICATION: To the maximum extent permitted by law, Subcontractor shall indemnify Engineer, Owner and their officers, subcontractors, affiliated corporations, and employees from all claims, damages, losses, and costs including litigation expenses, and attorney's fees, arising out of or resulting from, or alleged to have resulted from, performance of the Services, including any act or omission of Subcontractor, any lower tier subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Except as provided in Paragraph 13 (f) below, neither party shall be liable to the other party for any indirect, special or consequential damages of any kind, including without limitation, lost profits or loss of use, regardless of the cause, including negligence.

10. COMPLIANCE WITH LAWS, REGULATIONS AND ORDINANCES: The Subcontractor shall comply with all federal, state and local laws, regulations and ordinances, including site specific safety plans applicable to the work to be done under this Agreement and shall indemnify, defend and hold harmless the Engineer in any suit arising from any violation attributed to the Subcontractor.

11. LABOR STANDARDS/FEDERAL LAWS: To the extent applicable hereto and to the Project, Subcontractor will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standard Act-Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including, but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

(a) The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules and regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the E.O. or provisions of any superseding E.O. As used in said clause, "Contractor" means Subcontractor.

(b) The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means Subcontractor.

(c) The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this order is under \$10,000. As used in said clause, "Contractor" means Subcontractor and "Contract" means this Agreement.

12. TERMINATION:

(a) Either party may terminate this Agreement at any time upon seven days prior written notice to the other. In the event this Agreement is terminated, Subcontractor will be compensated for services performed under this Agreement up to the date of termination, subject to the provisions of subparagraph 3 relating to Payments to Engineer by Owner. Regardless of the cause of termination, Subcontractor shall deliver legible copies of all completed or partially completed work products and instruments of service including, but not limited to, laboratory, field, or other notes, log book pages, technical data, computations, and designs. The rights and remedies of Engineer provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or equity or under this Agreement.

(b) If Subcontractor fails to correct work that does not meet the standards required by this Agreement Engineer, upon two (2) days' written notice to Subcontractor, Engineer may terminate Subcontractor, take over completion of the Services, and complete the work either through its own employees or a different subcontractor of its choice, and charge the cost of performing the work to Subcontractor together with any damages for any delay in performance caused by Subcontractor's failure to perform the work. To recover these damages, Engineer may retain any monies owed to it under this section from any amounts due to Subcontractor. If amounts due to Subcontractor are insufficient to pay the costs of completion, and any additional damages, Engineer may seek recovery of these sums through any available legal remedy.

13. MISCELLANEOUS:

(a) Neither party to this Agreement shall be liable to the other party for delays in performing the Services contemplated by this Agreement or for the direct or indirect cost resulting from such delays that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation.

(b) This Agreement shall be governed by the laws of the State of Oregon.

(c) No waiver by either party of any provision of this Agreement shall be construed or deemed to be a waiver of (a) any other provision of this Agreement or (b) a subsequent breach of the same provision, unless such waiver be so expressed in writing and signed by the party to be bound.

(d) In the event an action is instituted to enforce any of the terms or conditions of this Agreement, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statutes, such sum as the court may adjudge reasonable as attorney's fees in such action, in both trial and appellate courts.

(e) Subcontractor shall not assign this Agreement without Engineer's approval. The covenants, conditions and terms of this Agreement shall extend to, and be binding upon and inure to, the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

(f) If the Subcontractor, except for causes beyond its control, shall fail to complete the work herein prescribed, so as to be finally approved and accepted by the time specified herein, and if through such failure the Engineer shall be penalized under its Prime Agreement with Owner, then, and in such event, the Subcontractor shall reimburse the Engineer for any sums that the Engineer shall rightfully pay to the Owner because of such default of the Subcontractor.



**AGENDA REPORT
NEW BUSINESS
December 9, 2025**

To: Mayor and City Council

FROM: Marshall Pierce, City Engineer/Project Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **TASK ORDER(TO) AWARD: ANDERSON PERRY - FINALIZE NORTH PARK DESIGN**

DATE: December 3, 2025

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE THE ANDERSON PERRY TASK ORDER TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE COMPLETION OF THE NORTH PARK ROADWAY EXTENSION PROJECT, IN THE AMOUNT OF \$15,000, AND AUTHORIZE THE CITY MANAGER TO SIGN ALL DOCUMENTS.

SUMMARY:

The city desires to finish the North Park roadway extension project. This project was completed through the 95% design package in 2023, but not finalized. Finishing this project will extend the North Park street section to the north by approximately 1,100 feet. Additional improvements include underground sewer and water lines for new development in the future. This TO award is for Anderson Perry to finish what they started.

BACKGROUND:

The city desires to finish the North Park roadway extension project. This project was completed through the 95% design package in 2023, but not finalized. Finishing this project will extend the North Park street section to the north by approximately 1,100 feet. Additional improvements include underground sewer and water lines for new development in the future.

CURRENT SITUATION:

We are in a position to sign Anderson Perry and get this project wrapped up.

ANALYSIS:

- A. **STRATEGIC PLAN** The project is consistent with the goal's of the city's Strategic Plan in promoting growth.
- B. **FINANCIAL** The city will utilize remaining funds from the East Lane project to completely fund this final design project.

- C. **TIMING** The city is in a position to sign with Anderson Perry once Council approves of the TO award. Once this occurs, an NTP can be issued.
- D. **POLICY/LLEGAL** Council is the approving authority for this motion.

ALTERNATIVES:

Not finish this design which would not encourage development in the area.

RECOMMENDATION:

Staff recommends approving the TO award to Anderson Perry.

ATTACHMENTS:

None



**AGENDA REPORT
NEW BUSINESS
December 9, 2025**

To: Mayor and City Council

FROM: Marshall Pierce, City Engineer/Project Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **TASK ORDER(TO) AMENDMENT: CONSOR - SERVICES DURING CONSTRUCTION (SDC) FOR FLOC MECHANISM REPLACEMENT PROJECT AT THE OLD WATER TREATMENT PLANT (WTP)**

DATE: December 3, 2025

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE THE CONSOR TO AMENDMENT TO PROVIDE SDC FOR THE OLD WTP FLOC MECHANISM REPLACEMENT PROJECT, IN THE AMOUNT OF \$59,020, PLUS A 10% DESIGN CONTINGENCY, AND AUTHORIZE THE CITY MANAGER TO SIGN ALL DOCUMENTS.

SUMMARY:

The city signed with Consor (engineering firm on the city's roster) to perform the design of the Old WTP Floc Mechanism Replacement Project. Having bid and awarded the project for construction earlier this year, we are ready to sign Consor to support the construction phase of this project.

BACKGROUND:

The city signed with Consor (engineering firm on the city's roster) to perform the design of the Old WTP Floc Mechanism Replacement Project. This was completed in the Fall of 2024. Having bid and awarded the project for construction earlier this year, we are ready to sign Consor to support the construction phase of this project.

CURRENT SITUATION:

The city is in a position to sign a TO Amendment with Consor to provide Construction Services for the Old WTP Floc Mechanism Replacement Project.

ANALYSIS:

- A. **STRATEGIC PLAN** The project meets the city's Strategic Plan.
- B. **FINANCIAL** The project will be funded by the UCF. The design phase had a budget under-run of approximately \$35,000, which was utilized for services during bidding and early construction phase. This TO Amendment is to fund the full amount needed.

- C. **TIMING** Funds are needed within the next few weeks to allow Consor to continue to support this project.
- D. **POLICY/LEGAL** Council approval is required.

ALTERNATIVES:

Not awarding this phase would put the project's successful completion in jeopardy.

RECOMMENDATION:

Staff recommends Council approve the Consor TO Amendment along with a 10% contingency, for a total amount of \$65,020 for SDC for the above referenced project.

ATTACHMENTS:

None



**AGENDA REPORT
NEW BUSINESS
December 9, 2025**

To: Mayor and City Council

FROM: Dan Cummings, City Manager/Community Development Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **ORDINANCE #2842-2025: RENEWAL OF CASCADE NATURAL GAS
FRANCHISE AGREEMENT**

DATE: December 4, 2025

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE ORDINANCE #2842-2025: AN ORDINANCE OF CITY OF ONTARIO GRANTING CASCADE NATURAL GAS CORPORATION, A WASHINGTON CORPORATION, THE RIGHT AND PRIVILEGE 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, MAINS, LINES, PIPES, BOXES, STATIONS, LATERALS, CONDUITS, VALVES, PUMPS, AND OTHER FACILITIES FOR THE NATURAL GAS DISTRIBUTION SYSTEM ON FIRST READING BY TITLE ONLY.

IF UNANIMOUS:

I MOVE THE CITY COUNCIL TO APPROVE ORDINANCE #0000-2025 AN ORDINANCE OF CITY OF ONTARIO GRANTING CASCADE NATURAL GAS CORPORATION, A WASHINGTON CORPORATION, THE RIGHT AND PRIVILEGE 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, MAINS, LINES, PIPES, BOXES, STATIONS, LATERALS, CONDUITS, VALVES, PUMPS, AND OTHER FACILITIES FOR THE NATURAL GAS DISTRIBUTION SYSTEM ON SECOND READING BY TITLE ONLY.

SUMMARY:

Renewal of the Franchise Agreement between the City of Ontario and Cascade Natural Gas.

BACKGROUND:

Cascade Natural Gas Corporation ("Grantee"), a Washington corporation, currently operates a natural gas utility within City of Ontario ("Grantor"), an Oregon municipal corporation, pursuant to the terms of a franchise agreement contained in Ordinance No. 2706-2015 dated September 8, 2015. The term of the original Agreement expired on September 7, 2025.

CURRENT SITUATION:

Once approved, the city grants Cascade Natural Gas the right, privilege, and franchise to place, erect, lay, maintain, and operate in, upon, over, and under the public streets, alleys, avenues, thoroughfares, highways, places, and grounds within the Franchise Area, lines, pipes, boxes, stations, laterals, conduits, valves, pumps, and other facilities for a natural gas distribution system, subject to the terms and conditions contained in this ordinance.

ANALYSIS:

- A. **STRATEGIC PLAN** None.
- B. **FINANCIAL** Once approved, Cascade Gas will continue to pay to the city a franchise fee based on the new Agreement.
- C. **TIMING** This needs to be approved as soon as possible as the existing Agreement has expired.
- D. **POLICY/LEGAL** The City Council is the governing body that approves ordinances.

ALTERNATIVES:

None given.

RECOMMENDATION:

Staff recommends the Council to approve the Franchise Agreement with Cascade Natural Gas.

ATTACHMENTS:

1. Ord #2842-2025 Cascade Natural Gas Corporation Franchise Agreement (Ontario).4914-2723-3364 .3



ORDINANCE #2842-2025

AN ORDINANCE OF CITY OF ONTARIO GRANTING CASCADE NATURAL GAS CORPORATION, A WASHINGTON CORPORATION, THE RIGHT AND PRIVILEGE 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, MAINS, LINES, PIPES, BOXES, STATIONS, LATERALS, CONDUITS, VALVES, PUMPS, AND OTHER FACILITIES FOR THE NATURAL GAS DISTRIBUTION SYSTEM

- WHEREAS,** Cascade Natural Gas Corporation (“Grantee”), a Washington corporation, currently operates a natural gas utility within City of Ontario (“Grantor”), an Oregon municipal corporation, pursuant to the terms of a franchise agreement contained in Ordinance No. 2706-2015 dated September 8, 2015 (the “Original Agreement”); and
- WHEREAS,** the term of the Original Agreement expired on September 7, 2025; and
- WHEREAS,** Grantee desires to continue to provide and operate a natural gas distribution system business within the Franchise Area; and
- WHEREAS,** by passage of this Ordinance #2842-2025 (this “Ordinance”), Grantor grants Grantee the right, privilege, and franchise to place, erect, lay, maintain, and operate in, upon, over, and under the public streets, alleys, avenues, thoroughfares, highways, places, and grounds within the Franchise Area, lines, pipes, boxes, stations, laterals, conduits, valves, pumps, and other facilities for a natural gas distribution system, 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, on, across, and/or under the Right-of-Way for Grantee’s operation of the Gas Distribution System for the purpose of providing Gas Utility 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 Gas Distribution System for the purpose of providing Gas Utility Services within the Franchise Area, (b) Grantee will operate the Gas Distribution 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, on, 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 will maintain adequate books, accounts, records, and financial statements concerning the Gas Distribution System, Gas Utility Services, and this Franchise, and such books, accounts, records, and financial statements 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. Grantee will locate its Facilities underground in accordance with this Ordinance. If any utility services are located or relocated underground within a Right-of-Way of which Facilities are located above-ground, 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 place, erect, lay, maintain, and/or operate its Facilities in, upon, over, and/or under any 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 Grantee will, at Grantee's cost and expense, 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 ninety (90) days after Grantor's demand (or such later date that Grantor and Grantee may agree upon in writing). Notwithstanding the immediately preceding sentence, if Grantor determines that 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).

3.3 Maps. Grantee will furnish, within thirty (30) days after Grantor's written request, a complete set of maps and plans concerning Grantee's gas distribution system, along with Grantee's plans for future extensions. Grantor will exercise its reasonable efforts to maintain the confidentiality of maps and plans provided by Grantee under this Section 3.3 in accordance with Section 5.2. Any map supplied will not be used for locating gas facilities with the intent of excavating.

4. CONSTRUCTION; INSTALLATION; AND OPERATION.

4.1 Distribution 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 and condition 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 and/or bonds concerning the proposed Construction Work, if any, including, without limitation, any permits and/or bonds required under the Laws, 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.

4.3 Excavation Work; Restoration. Subject to the terms and conditions contained in this Ordinance, 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. 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 or substantially similar condition to which the Right-of-Way existed prior to the disruption as soon as practicable and without unreasonable delay (provided, however, Grantee will complete the replacement or restoration work no later than thirty (30) days after the initial disruption). If Grantee fails to timely replace or restore any Right-of-Way to the same or substantially similar 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 on Grantor's demand. The Gas Distribution 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 Gas Distribution System, or any part thereof, prior to the commencement of any such activities. Construction, installation, and maintenance of the Gas Distribution 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 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 Gas Distribution System to determine compliance with the Laws and/or 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 Gas Distribution 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 and/or otherwise located in the Franchise Area. 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 prior to installation of the subject Facilities.

5. FRANCHISE FEES.

5.1 Payment of Franchise Fees. In consideration of the rights, privileges, and franchise granted by Grantor to Grantee under this Ordinance, Grantee will pay Grantor a franchise fee equal to seven percent (7%) of Gross Revenues (the "Franchise Fee(s)"). 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. The first quarterly payment of the Franchise Fee is due on or before January 31, 2026 (which quarterly payment will concern the period ending December 31, 2025). Contemporaneously with each quarterly payment, Grantee will file with Grantor a sworn statement describing the total Gross Revenues Grantee received during the immediately preceding quarter (the "Accounting Statement"). 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.

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 Gas Distribution System and Franchise. On ten (10) days' advance written notice to Grantee, Grantor may review such corporation books, records, documentation, and/or information Grantor reasonably determines necessary or appropriate to audit an Accounting Statement and/or ascertain Grantee's compliance with this Ordinance. Grantee will 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 material irregularities are found (if Grantor discovers any material 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 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, ORS 192.311-ORS 192.478, as amended. 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. For purposes of this Section 5.2, the term "material irregularity(ies)" means a Grantee Franchise Fee underpayment of 5% or more in any one or more quarters.

6. INSURANCE; INDEMNIFICATION.

6.1 Insurance. Grantee, at its cost and expense, will obtain and maintain (via self-insurance or otherwise) 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 \$3,000,000.00 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. No cancellation, expiration, modification, and/or reduction in amount or scope of insurance coverage is permitted without providing Grantor thirty (30) days' prior written notice. 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, but only to the extent 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. Grantee will defend, indemnify, and hold Grantor and each Grantor officer, employee, agent, volunteer, 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, if and to the extent resulting from or arising out of, whether directly or indirectly, the following: (a) Grantee and/or Grantee's Agents acts or omissions, whether such acts or omissions are authorized, allowed, and/or prohibited by this Ordinance; (b) damage, injury, and/or death to person or property caused directly or indirectly by Grantee and/or Grantee's 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. Grantee will not be obligated to defend and indemnify Grantor for claims, actions, proceedings, damages, liabilities, and/or losses resulting from or arising out of Grantor's negligent acts or omissions.

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 (10) 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, a party may terminate this Ordinance (and the Franchise granted hereunder) 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 unless and until the alleged defaulting party has received written notice from the non-defaulting party specifying with reasonable particularity the Event of Default the non-defaulting party believes exists (the "Default Notice"). Commencing from the alleged 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 alleged defaulting party will be deemed in default of this Ordinance; provided, however, if the Event of Default is not Grantee's failure to timely pay the Franchise Fee and 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 is Grantee and Grantee fails to cure or remedy the Event of Default(s) within the Cure Period, Grantor may terminate this Ordinance based on such Event of Default(s) and pursue all rights and remedies available to Grantor under this Ordinance and/or applicable Law. Notwithstanding anything contained in this Ordinance to the contrary, 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 an Event of Default under this Ordinance for which the alleged defaulting party has previously received a Default Notice.

(concerning the same or similar subject matter) within the immediately preceding twelve (12) months (commencing from the date of the previous Event of Default).

7.3 Remedies. If a party breaches and/or otherwise fails to perform any of its terms, covenants, conditions, and/or obligations under 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 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 located within the Right-of-Way, Grantee's interest in or to this Franchise, and/or the Gas Distribution System without Grantor's prior written consent. 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. If all or any portion of this Ordinance is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, or superseded by any federal, state, and/or local legislation, rules, regulations, and/or decisions, the remainder of this Ordinance will not be affected but will be deemed as a separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portions hereof, and each remaining provision of this Ordinance will be valid and enforceable to the fullest extent permitted by law. This Ordinance supersedes all Grantor ordinances, resolutions, and/or policies in conflict with this Ordinance (but only to the extent the ordinances, resolutions, and/or policies conflict with this Ordinance) as of the Effective Date. If and 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, and/or delayed.

8.4 Compliance with Laws; Notices. Grantee will comply with all applicable Laws. 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 pay 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 ten (10) 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 Original Agreement; Grantee Acceptance. Grantor and Grantee acknowledge and agree that the term of the Original Agreement is extended to the day immediately preceding the Effective Date. The Original Agreement will be deemed expired and of no further force and effect on the day immediately preceding the Effective Date; provided, however, expiration of the Original Agreement will not relieve and/or constitute a waiver and release of any party’s obligations that have accrued prior to the expiration. Grantee represents, warrants, and covenants the following to Grantor: (a) Grantee is a duly organized Washington corporation, validly existing under the laws of 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 thirty (30) 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 Ordinance (and the Franchise granted hereunder) will be deemed null, void, and repealed by Grantor in all respects without further act by Grantor.

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

AYES:

NAYES:

ABSENT:

SIGNED by the Mayor this ____ day of December, 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, volunteers, and/or subcontractors 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 thirty (30) days after the date the Council passes and approves this Ordinance (#2842-2025), 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, including those concerning Hazardous Substances.

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

“Facility(ies)” means all Grantee underground and/or surface facilities necessary to provide Gas Distribution Services into, within, and through the Franchise Area, including, without limitation, mains, lines, pipes, boxes, reducing and regulating stations, laterals, conduits and connections, valves, pumps, vaults, fixtures, and other physical components of Grantee’s natural gas distribution system.

“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.

“Gas Distribution Service(s)” means the provision and operation of a natural gas utility service.

“Gas Distribution System(s)” means the Facilities operated by Grantee in the Franchise Area which are necessary to provide Gas Distribution Services.

“Grantee” has the meaning assigned to such term in the recitals, whose address is 8113 West Grandridge Boulevard, Kennewick, Washington 99336.

“Grantor” has the meaning assigned to such term in the recitals, 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 operation of the Gas Distribution System and/or provision of Gas Distribution 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, and/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 (and any regulations of any administrative agency thereof) and all Environmental Laws, all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

“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.

“Original Agreement” has the meaning assigned to such term in the recitals.

“Ordinance” has the meaning assigned to such term in the recitals.

“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.

“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 #2842-2025, approved and adopted by City of Ontario on December ____, 2025, consisting of 11 pages, including this Exhibit A, is approved, accepted, and agreed upon by Grantee.

Dated: _____

Cascade Natural Gas Corporation,
a Washington corporation

By: Eric Martuscelli, VP Field Operations and
Customer Experience

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT REVENUE
FOR THE PERIOD ENDED
SEPTEMBER 30, 2025**

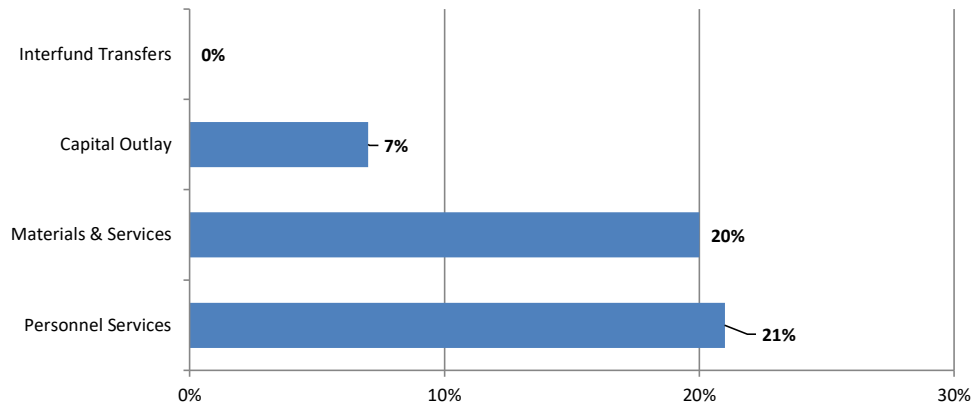
DEPARTMENT		BUDGET	ACTUAL	% REALIZED	COMMENTS
GENERAL FUND BEGINNING FUND BALANCE		4,695,701	-	0.0%	
Parks		111,020	33,864	30.5%	
Parks & Recreation		111,020	33,864	30.5%	
Fire		234,492	21,473	9.2%	
Code Enforcement		13,100	1,940	14.8%	
Police		746,885	187,312	25.1%	
Dispensary Business License		130,200	59,600	45.8%	
Public Safety Total		1,124,677	270,324	24.0%	
Interest		85,000	54,028	63.6%	
State Revenue Sharing		145,898	-	0.0%	
Administrative Services		497,148	124,287	25.0%	
Other General Revenues		8,000	20,643	258.0%	
Property Taxes		4,733,677	36,906	0.8%	
Alcohol Bvg License & Fee		212,129	16,435	7.7%	
Cigarette tax		7,005	1,185	16.9%	
Marijuana tax		2,500,000	-	0.0%	
Franchise Fees		1,877,480	9	0.0%	
Cemetery		30,900	10,167	32.9%	
General Government Total		10,097,237	263,661	2.6%	
Planning & Zoning		4,000	120	3.0%	
Community development		4,000	120	3.0%	
Operating Transfers In		48,090	-	0.0%	
Transfer Total		48,090	-	0.0%	
GENERAL FUND REVENUE TOTALS		\$ 11,385,024	\$ 567,969	5.0%	
YTD CURRENT YEAR PROFIT(LOSS) \$ (1,842,715)					
YTD BUDGET BENCHMARK 25.0% -20.0%					

CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENDITURES
FOR THE PERIOD ENDED
SEPTEMBER 30, 2025

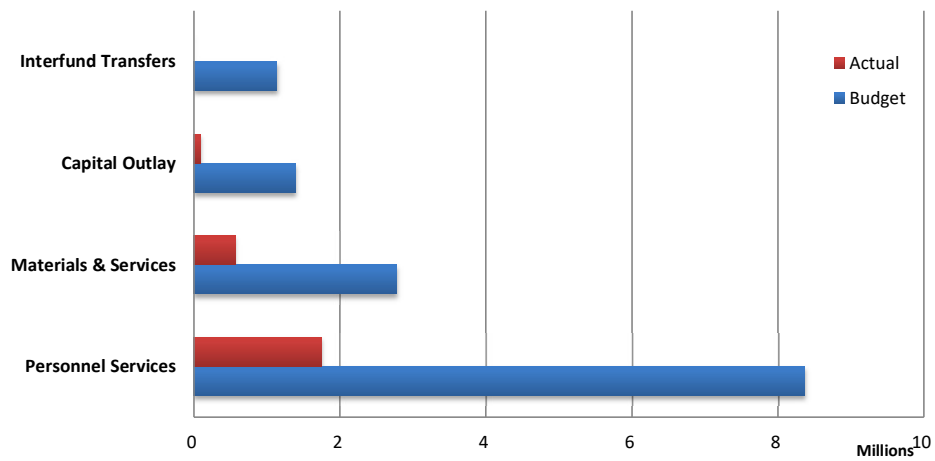
DEPARTMENT	BUDGET	ACTUAL	% EXPENDED	COMMENTS
Parks	476,419	51,248	10.8%	
Parks & Recreation	476,419	51,248	10.8%	
Fire	2,808,489	551,296	19.6%	
Code Enforcement	248,976	28,911	11.6%	
Police	6,004,047	1,126,194	18.8%	
Public Safety Total	9,061,512	1,706,402	18.8%	
Administration	638,385	134,263	21.0%	
City Council	31,857	3,893	12.2%	
Business Registration	1,100	6	0.5%	
Cemetery	140,823	46,942	33.3%	Jacobs contract prepaid
Finance	286,138	64,242	22.5%	
Technology	303,774	65,559	21.6%	
General Government Total	1,402,077	314,905	22.5%	
Community development	174,421	42,200	24.2%	
Community Development	174,421	42,200	24.2%	
Administrative Overhead	1,009,600	273,036	27.0%	Liability insurance payment annual
Non-Departmental Contributions	454,500	22,893	5.0%	
Other Total	1,464,100	295,929	20.2%	
Operating Transfers Out	1,090,544	-	0.0%	
GENERAL FUND TOTALS	\$ 13,669,073	\$ 2,410,683	17.6%	
YTD BUDGET BENCHMARK			25.0%	

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENDITURES
FOR THE PERIOD ENDED
SEPTEMBER 30, 2025**

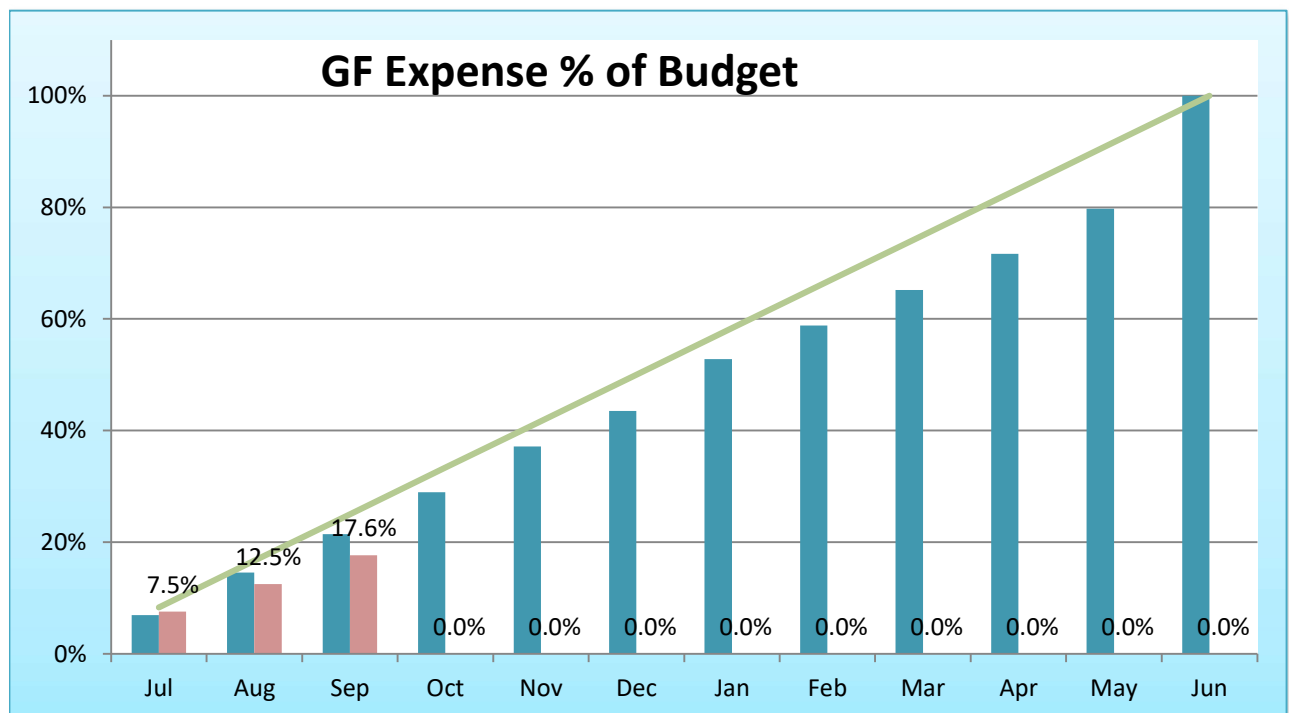
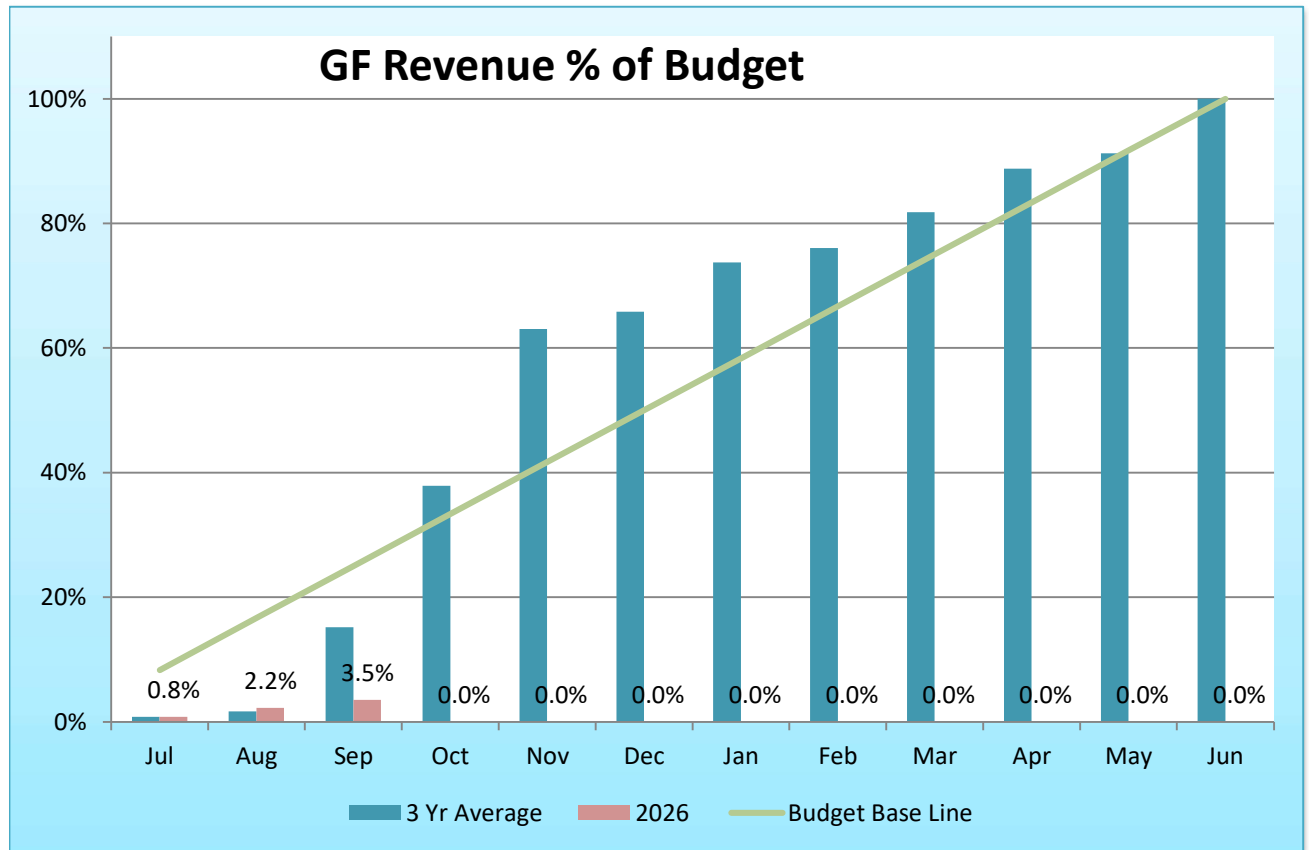
% Expended by Category



Budget to Actual by Category



**CITY OF ONTARIO
GENERAL FUND
FOR THE PERIOD ENDED
SEPTEMBER 30, 2025**



**CITY OF ONTARIO
OTHER FUNDS - EXPENDITURES
FOR THE PERIOD ENDED
SEPTEMBER 30, 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	31,553	2.6%
027 Building Fund	957,103	60,916	6.4%		239,537	55,168	23.0%
030 Capital Projects Fund	6,144,414	23,353	0.4%		6,025,437	127,011	2.1%
031 SDC Fund	1,020,771	7,891	0.8%		1,020,771	-	0.0%
045 Street Fund	5,452,772	352,636	6.5%		5,452,772	809,961	14.9%
050 Trust Funds	1,452,158	171,201	11.8%		1,452,158	72,366	5.0%
055 Reserve Funds	4,401,625	185,621	4.2%		3,721,138	197,989	5.3%
060 Revolving Loan Fund	313,857	-	0.0%		313,857	30,000	9.6%
105 Water Fund	6,814,691	1,284,641	18.9%		5,557,324	1,118,174	20.1%
110 Sewer Fund	5,729,717	1,090,577	19.0%		4,613,711	1,090,577	23.6%
115 Storm Sewer Fund	492,466	32,617	6.6%		173,999	42,893	24.7%
120 Airport Fund	273,791	333,122	121.7%		273,791	162,806	59.5%
125 Aquatic Fund	1,029	-	0.0%		1,029	-	0.0%

Comments:

YTD BUDGET BENCHMARK

25.0%



COMMUNITY DEVELOPMENT DEPARTMENT

Q1 FISCAL YEAR 2025-26

July – September 2025

Community Development Center



BUILDING DEPARTMENT

- Building Official – **Eddie Alvarez**

PLANNING DEPARTMENT

- Planning Commission
- Planning Director – **Tatiana Burgess**

ADMINISTRATIVE SUPPORT

- Building & Planning Technician –
Jennifer Braden

Total Permits Issued

	Permit Valuation Totals	Permit Fees Assessed	Permits Issued
Structural & Mechanical	\$4,862,417.79	\$66,979.20	107

Total Inspections Completed

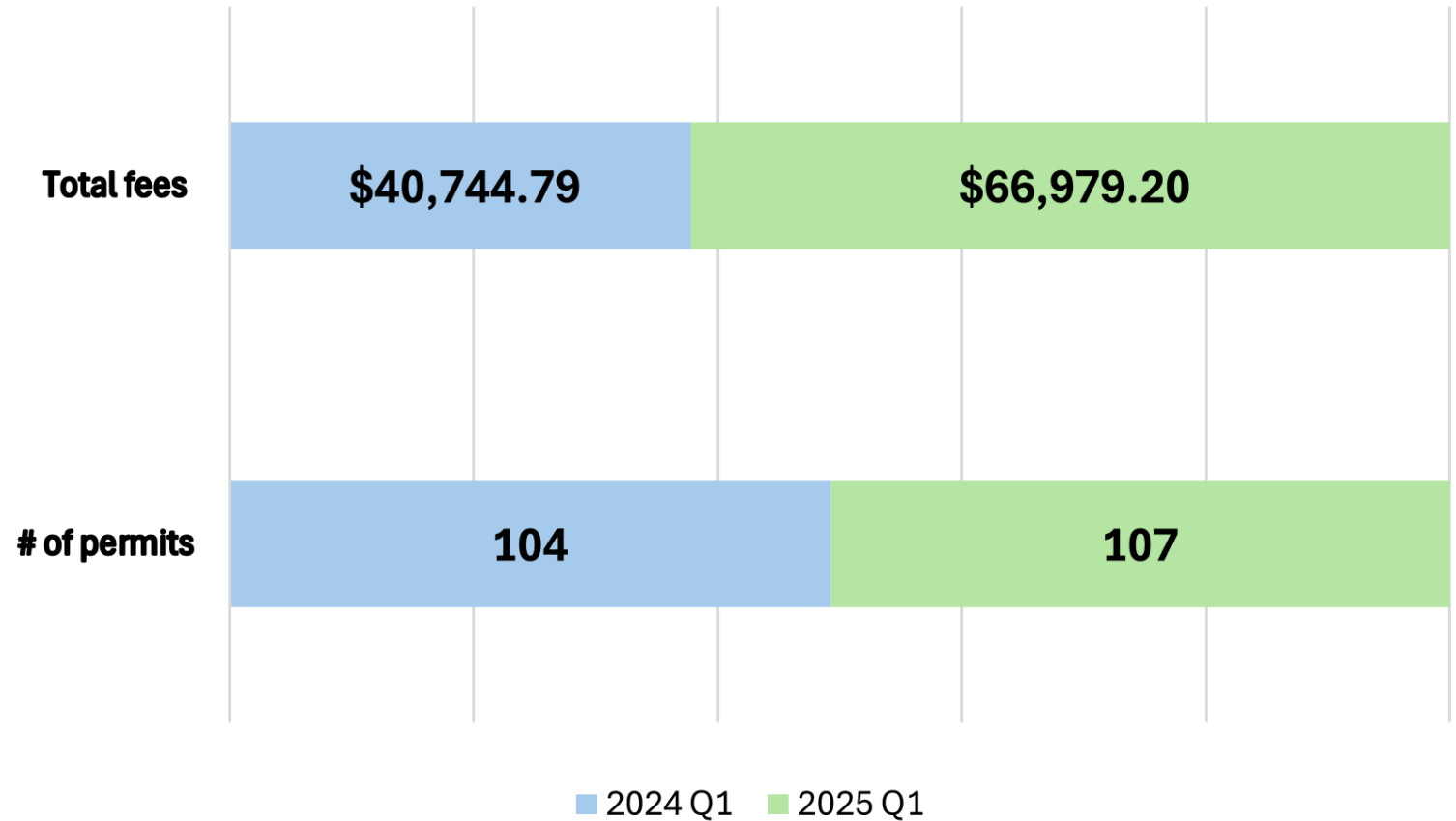
Total	July	August	September
253	85	90	78

Building Department Statistics

July – September 2025



2024 vs 2025 Quarter 1 Comparison



Building Department Statistics

July – September 2025





Job Shadow Student for the Day

Building Official Vacation Coverage

**2025
Summer**



Building Department

July – September 2025





July – September 2025

PLANNING DEPARTMENT

- 5 new permits issued
- 9 zoning inspections
- 12 dispensary inspections

Continuing to work with the Finance Department to license all identified short-term rentals.



DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT GRANT

- Grant application submitted for the Housing Planning Assistance grant to fund Development Code Amendments
- Grant funds must be expended in the 2025-2027 biennium

Planning Department Grant

July – September 2025



PHASE III FAÇADE GRANT

Facade Grant Program Phase III

SW 4th Ave: from Yturri Beltline to Oregon Street

Idaho Ave: from NW 9th St to West side of I-84 Interchange

Oregon St: from SW 6th Ave to NW 8th Ave

SW 9th St: from SW 4th Ave to W Idaho Ave

SW 2nd St: from SW 5th Ave to W Idaho Ave

SW 1st St: from SW 5th Ave to W Idaho Ave

SE 2nd St: from SE 5th Ave to E Idaho Ave

***No new applicants
this quarter**

FISCAL YTD

Awarded: \$5,000

Total Improvements: \$12,821

Funds Available: \$20,877.50

Economic Development Grants

July – September 2025



DEQ CLIMATE EQUITY AND RESILIENCE THROUGH ACTION (CERTA) GRANT



Oregon Department of Environmental Quality, in partnership with Ontario, is offering funding through the Low-Embodied Carbon Housing Program.

Rebate available: \$45,000 per unit

Funding available: for up to 40 total units

Scope: convert existing non-residential buildings into residential units

Timeline: construction must be completed by March 30, 2029

Economic Development Grants

July – September 2025





July – September 2025

Major Projects Newly Permitted



**THE OUTPOST FOOD
COURT**

491 SE 10th St



July – September 2025

Major Projects Under Construction



**TVCC NURSING
CENTER**

777 SW 5th St



July – September 2025

Completed Commercial Projects

Peterbilt 8-bay Service Station



Center Twin Event Center





July – September 2025

Completed Residential Projects

1603 Skookum Dr



1615 Skookum Dr





July – September 2025

Completed Residential Projects

2801 NW 4th Ave



856 Reiter Dr



THANK YOU

Tatiana Burgess

541-881-3222

Tatiana.Burgess@OntarioOregon.org

www.ontariooregon.org/communitydevelopment.html



ONTARIO
OREGON

Public Works Department

QUARTERLY PRESENTATION JULY – SEPTEMBER 2025

Engineering Development Review & Special Projects



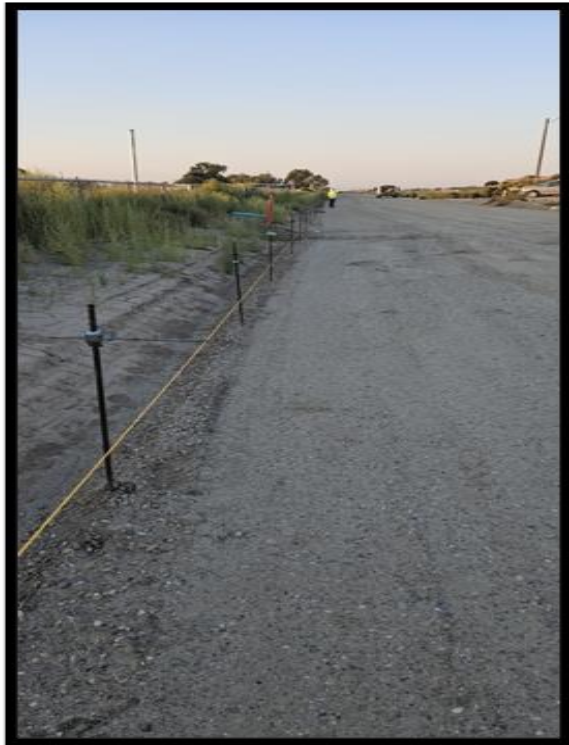
- 22 Right of Way permits issued
- 5 PDAC meetings held
- 5 Address changes or additions
- Multiple Plan reviews
- Construction inspections: E. Lane asphalt, Airport Fence, BLM Way, SE 12th Ave/SE 1st St
- Collections system rehab project kick off meeting



Engineering Development Review & Special Projects



- NW 16th Ave construction inspection
- SE 5th Ave storm swale addition
- BLM Way project



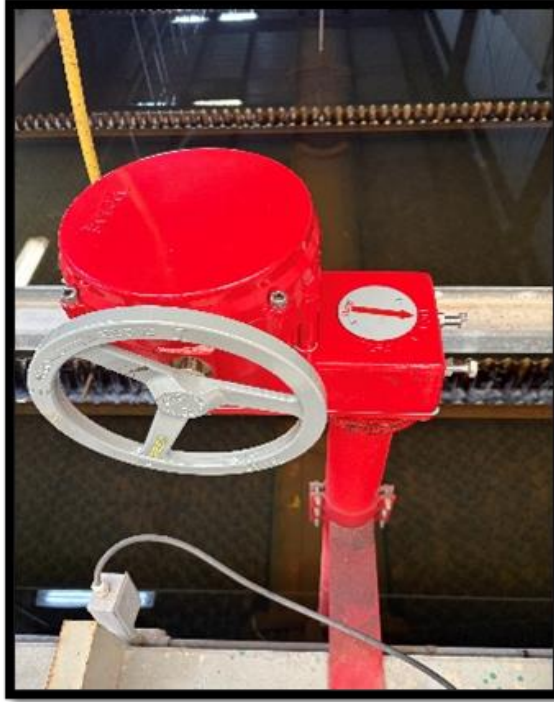
Water Treatment Plant



- Replaced VFD on # 4 Clearwell pump
- Replaced both Influent valve Actuators
- Replace the surface wash control valves
- Replaced 2 surface wash valves
- Reservoir cleaning and tank inspections completed



Water Treatment Plant



Wastewater Treatment Plant

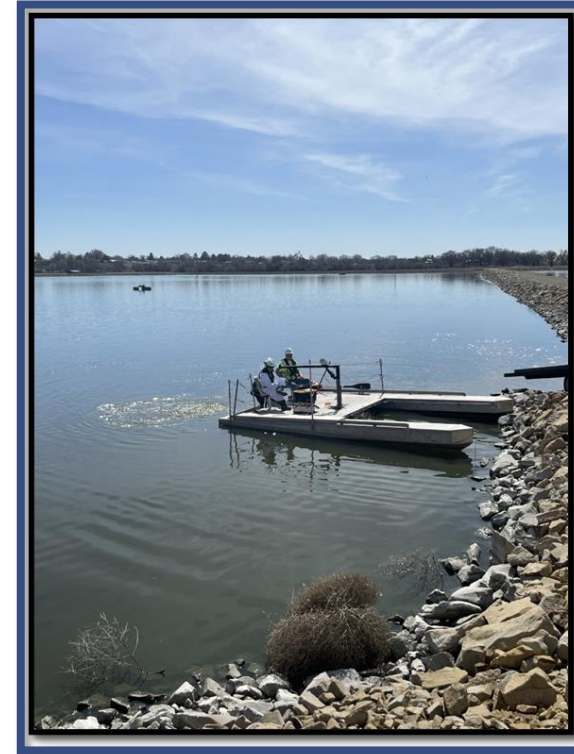


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- Replaced failed blower motors and installed new power cables to 2 aerators.
- Repaired the Everfelt system at Skyline Farm
- Cleaned the East contact chamber
- Rebuilt the chlorine manifold from the Micro-Chlor to the pump
- Buffer area mowing



Wastewater Treatment Plant



Buildings, Parks & Cemeteries



- Cleared the weeds from Beck Park Trail
- 19 funerals at Evergreen and 3 funeral at Sunset Cemetery
- Watered the Flowers downtown 3 times a week
- Vehicle accident resulted in the playground equipment being damaged at Laxson Park



Building, Parks & Cemeteries



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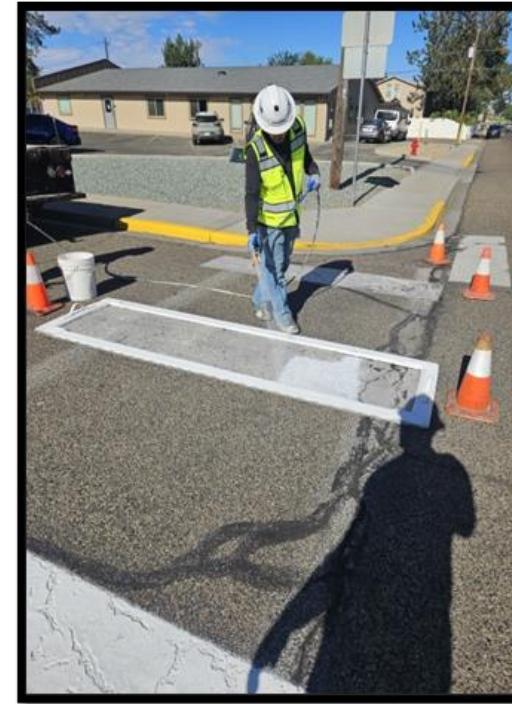
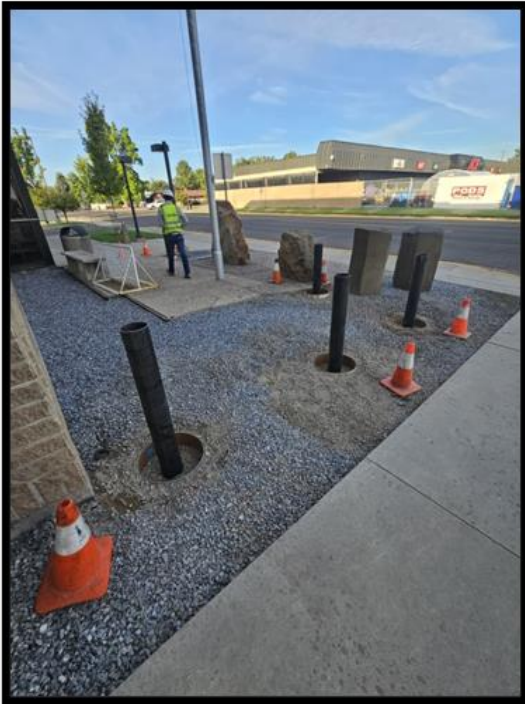
Field Services



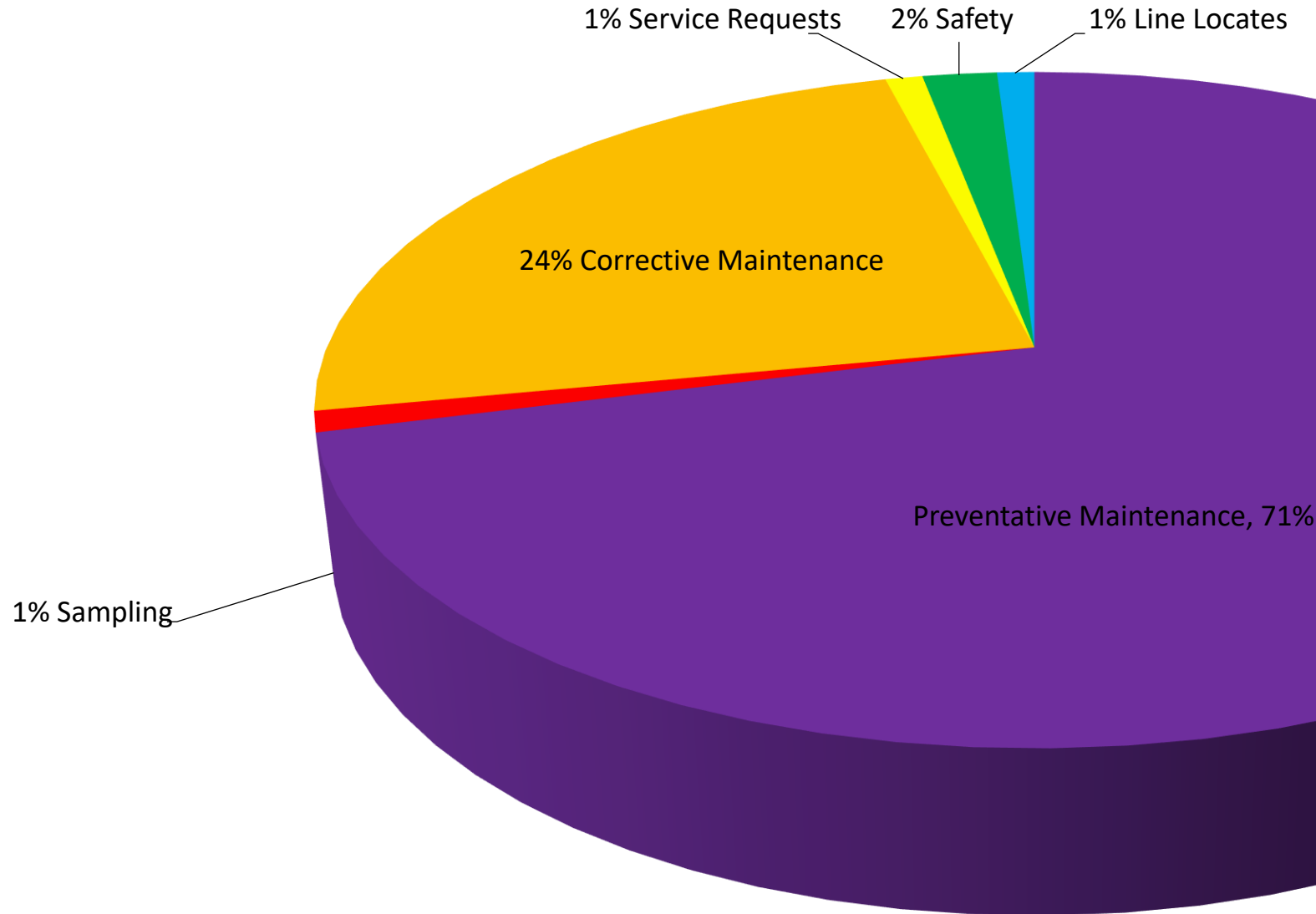
- Installed 6 new water service
- Replaced 21 water meters that failed
- 201 utility locates completed
- All crosswalks were painted or thermo-plastic replaced
- All Yellow curb repainted
- Primary and secondary routes swept, full town sweeping completed as well
- Replaced 60 ft of 24" Clay storm line that had collapsed
- Crack sealed approx. 8 lane miles



Field Services: Streets & Collection/Distribution



Department Summary





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Questions?



Stellantis – Blink EV Charging Station request.

Good morning Dan,

My name is Lee, I am also one of the Deployment Managers here at Blink spearheading this effort. In this message I have copied [@STEVE MAZURE](#), [@MATTHEW WILLIAMS](#) & [@CRISTIAN TEODORIDIS](#) from the Stellantis Team.

Stellantis has partnered with Blink in order to offer these charging stations **at zero cost to the City**. I will allow their team to step in here and provide you and your team with more information on this program. We are recommending that Stellantis configure three EV Level 2 Charging stations in Oregon with the following minimum attributes:

- Three charging station locations (noted above), each with two Level 2 networked EVSE (chargers);
- Each EVSE will have a minimum of one port, and offer a minimum of 7.2 kW charging simultaneously.
- In addition, EV charging stations are expected to offer contactless payment options, 24-hour call centers and optional SMS text, wifi and/or cellular service, and offer up-to-date equipment with at least one J-1772 connector at each EVSE.
- Should the J-3400 connectors be UL-listed and equipment approved by the time of installation, Oregon would prefer that each EVSE be equipped with both a J-1772 and a J-3400 connector, if possible (Note: J-3400 and J-1772 connector attached to one EVSE need not be able to operate simultaneously).
- Six years of operations and maintenance is expected, with Service Level Agreements and /or maintenance plans that offer swift levels of response time.
- Similar to requirements in the National Electric Vehicle Infrastructure (NEVI) program, Oregon requests 97% + uptime, and that if payment mechanisms are not working for any reason, that EV drivers are able to receive a full charge (with no payment required).

Lastly, ODOT and DEQ would appreciate reviewing locations and reviewing the budget prior to development.



If Council Approves staff is recommending putting the tree stations on the parking stalls across from the Depot on the West side of Depot Lane at the most suitable location possible shown in green on the following map. Staff is asking for a consensus to future investigate the possibility and return with a proposed agreement.

Below I have posted a photo of the two locations, Lee Parker with Blink Charging foresees being potentially feasible for this proposed EV Equipment. A site assessment will need to be performed in the future in order to verify which location will be the most feasible for these Bink EV Charger installations.



Accessible.

blink

Series 8 (ISO Model)

80A L2 EV Charging Station with Credit Card Reader PLUS Wi-Fi, Ethernet, and Cellular Connection Capability

Enhance your business's EV charging capabilities with the versatile Blink Series 8 ISO model. Featuring an integrated credit card reader, adjustable power, and ISO 15118 hardware readiness, it is suitable for a wide range of applications.

FLEXIBLE • CREDIT CARD READER • ETHERNET & WI-FI

The Blink Series 8 ISO model features an integrated credit card reader, is configurable up to 80A via a built-in derating switch, and can be connected via Wi-Fi, ethernet, or cellular. This charger is ISO 15118 hardware-ready, and features a modern and compact design with a terminal block for effortless installation. An optional cable management system keeps the cables clean and tidy for drivers, offering customers a full sleek EV charging solution to meet their business needs.

Benefits

- Single and Dual-port design available
- Payment options: Google Pay, Apple Pay, RFID cards, all major credit cards, and Tap to Pay
- Rugged aluminum enclosure for durability
- Configurable up to 80A max via built-in derating switch
- Seamless data communication: Wi-Fi, built-in Ethernet port, and 4G LTE cellular
- Sleek and compact head unit, pedestal, and cable management system
- New terminal block supporting #2 AWG input cabling for simple installation
- ISO 15118 hardware-ready
- Easy-to-read LCD screen for clear charging session information
- Universal J1772 and NACS connectors for compatibility with all electric and plug-in electric hybrid vehicles*
- Bright status LED indicator lights
- Pedestal and wall mount options for flexible installation

Product Codes:

Series 8 - ISO Dual J1772: 101-000024-A | Series 8 - ISO J1772/NACS: 101-000433-A | Series 8 - ISO Dual NACS: 101-000434-A

*Tesla adapter required

BlinkCharging.com • (888) 998.2546



PD02-24105

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Series 8 (ISO Model) Technical Specifications



ELECTRICAL SPECIFICATION – AC OUTPUT

Number of Ports	One or Two
Current	Configurable up to 80A per port
Power	Up to 19.2kW (@240VAC) or 16.64kW (@208VAC) max per port
Energy Metering Accuracy	+/- 1 %
Charging Connector	J1772 or NACS

ELECTRICAL SPECIFICATION – AC INPUT

Input Connector	Hardwired
Voltage	208/240VAC
Service Panel Breaker	2x 100A max (depending on output configuration)
Power Connection	Line 1, Line 2, and Ground (no Neutral) per port
Standby Power	4.6W per port

SAFETY SPECIFICATION

Ground Fault Circuit Interrupt	20mA CCID with auto-retry
Automatic Plug- Out Detection	Power terminated per SAE J1772 spec
Surge Protection	6kV @ 3,000A

FUNCTIONAL SPECIFICATION

Connectivity	Cellular 4G LTE, Wi-Fi, Ethernet
Backend Protocol	OCPP 1.6J compliant
Remote Management	Remote access, diagnostics, Over-the-Air (OTA) software update enabled
Load Management	Smart, dynamic allocation and distribution of power to each port

USER INTERACTION SPECIFICATION

Charging Status Indicator	High-visibility, multi-color visual status indication
Display	4.3" color LCD screen, 480x272
Authentication	RFID: ISO14443 Type A & B, MiFare, Felica, ISO15693 NFC: Apple VAS, NEMA, Google Smart Tap Plug and Charge: ISO 15118 ready
Payment	RFID card, Mobile app Optional: Apple/Google Pay, Contactless/Magnetic/EMV Credit Card

ENVIRONMENTAL SPECIFICATION

Enclosure	Aluminum, UL Type 3R
Operating Humidity	Up to 95% non-condensing
Operating Temperature	-30 degrees C to +50 degrees C
Operating Altitude	<=6560 ft

MECHANICAL SPECIFICATION

Dimensions	Head Unit: 22.5" H x 7.4" W x 9.7" D Pedestal: 35" H x 12.5" W x 8.1" D Wall Mount: 14.7" H x 8.6" W x 7.7" D
Approximate Weights	Head Unit: 44.7 lbs Pedestal: 24.2 lbs Wall Mount: 16.3 lbs
Mounting Option	Wall or Pedestal mount
Cable Length	23 ft
Cable Management System	Optional

REGULATION

Safety	UL 2594 / CSA C22.2 No. 280-16, UL 2231-1 / CSA C22.2 No. 281.1-12, UL 2231-2 / CSA C22.2 No. 281.2-12 certified , NEC 625 compliant
EMI	FCC Part 15 Class A Compliant
Energy Efficiency	Energy Star Certified
Compliance	California Type Evaluation Program (CTEP) certified, NEVI compliant
Accessibility	ADA Compliant



**AGENDA REPORT
DISCUSSION ITEMS
December 9, 2025**

To: Mayor and City Council

FROM: Tatiana Burgess, Planning Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **MALHEUR COUNTY IGA**

DATE: December 4, 2025

PROPOSED MOTION:

N/A

SUMMARY:

Inform the Council of Malheur County's intent to employ the City Planning Department to perform floodplain administrator duties.

BACKGROUND:

Each jurisdiction participating in the National Flood Insurance Program (NFIP) must administer their own floodplain management functions. Both Malheur County and City of Ontario designated their respective Planning Directors to perform the floodplain administrator duties.

CURRENT SITUATION:

Due to Malheur County Planning Director position currently being vacant, the County wishes to enter an IGA with the City, to employ the City Planning Director's services to perform floodplain administrator duties. The City expressed its intention to help our community partners, until the County Planning Director vacancy is filled and without assuming liability for any ongoing or preexisting violations that commenced prior to the execution of the IGA.

ANALYSIS:

- A. **STRATEGIC PLAN** By performing floodplain administration duties for the county, the City will be able to manage the Urban Growth Area floodplains, which directly impact the City's floodplains. The County has an existing IGA with the City of Adrian and City of Jordan Valley, which means that the City will take on the administering of those floodplains as well.
- B. **FINANCIAL** The City will bill the County an hourly rate for floodplain management services calculated at the fully weighted cost to the City to provide such services to the County, Jordan Valley and Adrian.

- C. **TIMING** The City would enter the IGA if recommended by Council, and if it is agreed that it will be terminated as soon as the County Planning Director vacancy is filled.
- D. **POLICY/LEGAL** The City may enter into an IGA with the County under mutually agreed terms and conditions.

ALTERNATIVES:

n/a

RECOMMENDATION:

Staff is looking for a general consensus and direction from the Council on how to proceed.

ATTACHMENTS:

1. Malheur County IGA - draft

**INTERGOVERNMENTAL AGREEMENT FOR FLOOD HAZARD MANAGEMENT
FOR MALHEUR COUNTY, INCLUDING THE CITIES OF JORDAN VALLEY AND
ADRIAN**

THIS AGREEMENT is by and between the City of Ontario, a municipal corporation organized under the laws of the State of Oregon with the business address of 444 SW 4th Street, Ontario, Oregon 97914, hereafter referred to as the "City" and the County of Malheur, a municipal corporation organized under the laws of the State of Oregon through the Malheur County Court with the business address of 251 "B" Street West #5, Vale, Oregon 97918, hereafter referred to as the "County". Collectively, City and County are the "Parties".

66

WHEREAS, the County desires to contract with the City for floodplain administrator services as the City's current planning director is a Certified Floodplain Manager (CFM) is the City of Ontario Flood Plain Administrator; and

WHEREAS, the City agrees to furnish floodplain administrator services to the County, including for the cities of Jordan Valley and Adrian as the County has agreements with each of these cities (recorded with the Malheur County Clerk as instrument numbers 2020-1040 and 2023-1067) to perform their floodplain management through the county planning director, county staff or an independent third party or contractor designated by the County, and

WHEREAS, Jordan Valley and Adrian wish to keep the services of County under the agreements referenced above instead of contracting directly with the City of Ontario for floodplain management; and

WHEREAS, such cooperation between municipal subdivisions of the State of Oregon is authorized by Chapter 190 of the Oregon Revised Statutes.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. City shall act as the Floodplain Administrator for the County, including the cities of Adrian and City of Jordan Valley under contract with the County as described above.
2. County, Jordan Valley and Adrian have adopted ordinances establishing rules and regulations for flood hazard management within their geographical boundaries which sets out the duties and responsibilities of the Floodplain Administrator.
3. County, Jordan Valley and Adrian have adopted a Floodplain Development Permit which County will use. County will provide City of Ontario with current floodplain ordinances for each jurisdiction. Individuals and entities applying for a Floodplain Development Permit will be required to pay a fee to the County for each permit issued. Such fee shall be based upon the Fee Schedule for Malheur County Floodplain Development Permits. County shall be entitled to keep all Floodplain Development Permit fees.
4. County will forward to City a request for certain floodplain development permits to be reviewed or approved via email to the City Planning Director/ CFM. The City will bill County an hourly rate for CFM services calculated at the fully weighted cost to City to provide such services to the County, Jordan Valley and Adrian. The City's current billing rate is \$ 75.00 per hour.

This cost will be amended from to time without amending this IGA to account for, but not limited to, annual increases to salary, payroll and benefit costs paid by City.

4.1 The City will not assume responsibility for any open and existing violations, that occurred prior to the execution of this IGA.

4.2 The County's will perform on site verifications at the time of construction inspections. The City will not travel to perform in-person inspections. If required to comply with FEMA requirements, charges will be portal to portal as well as milage at current federal rates along with all associates costs plus 10%.

4.3 All associates costs will be billed at cost plus 10%.

5.1 Subject to the limits of the Oregon Tort Claim Act and Oregon Constitution, City will defend, indemnify, and hold County, Adrian and Jordan Valley and their officers, employees, agents, and representatives harmless for, from, and against any claims, demands, actions, suits, damages, and liabilities, including, without limitation attorney fees and costs, arising out of any delegated action, agreement, and/or duty taken by the City CFM under this Agreement. City will not be required to indemnify County for any negligent actions of the County, its employees, agents or representatives.

5.2 Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, County will defend, indemnify, and hold City, its officers, employees, agents, and representatives harmless for, from and against any claims, demands, actions, suits, damages and liabilities, including, without limitation attorney fees and costs, arising out of any actions of County under this Agreement. County will not be required to indemnify City for any negligent actions of City, its employees, agents or representatives.

6. Subject to the terms and conditions contained in this Agreement, the term of this Agreement will commence on the last date this Agreement has been approved and executed by all Parties and will remain in full force and effect until terminated in accordance with this Agreement. This Agreement **will** be terminated (a) at anytime by written agreement of all Parties hereto (b) by either Party for any reason or no reason by providing the other Party ninety (90) days' prior written notice or (c) upon filling the vacancy of County Planning Director.

7. This Agreement may be executed in several counterparts, each of which will be an original, all of which shall constitute but one in the same instrument.

CITY OF ONTARIO:

MALHEUR COUNTY:

Mayor Deborah Folden date

County Judge Dan P. Joyce date

ATTEST:

County Commissioner Ron Jacobs

Tori Barnett, City Recorder

County Commissioner Jim Mendiola

ATTEST:

Kim Ross, Recording Secretary



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Airport Committee Meeting Minutes

October 6, 2025

The committee meeting was called to order by Chairman Shawn Coleman at 6:00 pm.

- 1) **Roll Call:** Bill Hager-present, John Freeburg-present, Pete Morgan-present, Charlotte Hatch-present after 6:08, Michael Franks-present, Rick Todd-present, Chairman Shawn Coleman-present, Alternate Jim Beaumont- present.

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

Airport Manager: Andy Wood-present (via Zoom)

FBO: Silverhawk: Absent

- 2) **PLEDGE OF ALLEGIANCE:** Led by Chairman.
- 3) **MOTION TO ADOPT THE AGENDA:** *Pete Morgan moved to adopt the agenda as presented. John Freeburg second. Roll call vote: Bill-yes, John-yes, Pete-yes, Charlotte-out, Mike-yes, Rick-yes, Shawn-yes, and Jim-yes. Motion carried 7/0/1.*
- 4) **APPROVAL OF MINUTES:** *Jim Beaumont moved to approve the minutes from 9/2/2025. Mike Franks second. Roll call vote: Bill-yes, John-yes, Pete-yes, Charlotte-out, Mike-yes, Rick-yes, Shawn-yes, and Jim-yes. Motion carried 7/0/1.*
- 5) **NEW BUSINESS**
- A) *Snow Removal Plan Review:* The committee decided to table this topic until the next meeting to give the members adequate time to review the plan. Pete Morgan motioned to table the topic, pending discussion in November. Jim Beaumont second. Roll call vote: Bill-yes, John-yes, Pete-yes, Charlotte-yes, Mike-yes, Rick-yes, and Shawn-yes. *Motion carried 7/0/0.*
- 6) **HAND-OUTS/DISCUSSION ITEMS**
- A) *Airport Budget Status July 2025:* Andy Wood presented the budget status for July, stating the airport did not use much of the allotted funding for the month. There is an upcoming budget review and Andy welcomed any recommendations for projects the committee would like to have included in the next budget. None were brought up at this time.
- B) *East Fence and Gate Project Update:* Andy Wood updated the committee on the east fence project, saying it is 95% complete, pending delivery of the gate sensors that



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were not included in the gate package. This project will be completed by then end of November at the latest.

- C) *Noise Abatement Procedures*: Pete Morgan wished to discuss implementing a noise abatement plan for the airport and surrounding area. Dan Cumming mentioned that JUB Engineering is looking at the current FAA easement and are working on lessening the restrictions. Lee Unterwegner from JUB commented that due to the amount of property that belongs to the airport, the FAA doesn't see Ontario Municipal Airport as a noise abatement issue. Discussion turned to determining the best calm wind runway. Arguments were made for both runways.

Rick Todd made a motion to request that Andy Wood chair a subcommittee comprised of airport shareholders to discuss pattern operations. Pete Morgan second. Roll call vote: Bill-yes, John-yes, Pete-yes, Charlotte-yes, Mike-yes, Rick-yes, and Shawn-yes. *Motion carried 7/0/0.*

7) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

Lee Unterwegner from JUB Engineering provided the committee with an update on the current airport projects. The jet apron is complete, and they are now waiting on FAA reimbursement approval. The BLM is in the process of downsizing their plan with significant changes. Finally, there is a predesign meeting with the FAA for the helipad, with plans set to be ready in February with bids going out in March 2026.

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

The meeting was adjourned at 7:01 pm.

Next meeting: Monday, November 3, 2025, at 6 pm at Ontario City Hall.

Shawn Coleman - Chairman

Charlotte Hatch - Secretary



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Airport Committee Meeting Minutes

November 3, 2025

The committee meeting was called to order by Chairman Shawn Coleman at 6:00 pm.

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

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

Airport Manager: Andy Wood-present

FBO: Silverhawk: Absent

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

- 3) **MOTION TO ADOPT THE AGENDA:** *Pete Morgan moved to adopt the agenda as presented. Mike Franks second. Roll call vote: Bill-yes, John-yes, Pete-yes, Charlotte-present, Mike-yes, Rick-out, Shawn-yes, and Jim-yes. Motion carried 7/0/1.*

- 4) **APPROVAL OF MINUTES:** *Charlotte Hatch moved to approve the minutes from 10/6/2025. John Freeburg second. Roll call vote: Bill-yes, John-yes, Pete-yes, Charlotte-present, Mike-yes, Rick-out, Shawn-yes, and Jim-yes. Motion carried 7/0/1.*

5) **PUBLIC COMMENT**

Violet presented her idea to the committee that Ontario Airport should look into planning for and putting on another airshow, as there have been in the past. She would help with putting up flyers and start a GoFundMe. Pete Morgan commented that the main cost for an event like this would be the event insurance. *Pete moved to table this topic until next meeting. Charlotte Hatch second. Roll call vote: Bill-yes, John-yes, Pete-yes, Charlotte-present, Mike-yes, Rick-out, Shawn-yes, and Jim-yes. Motion carried 7/0/1.*

Sean McDougall was also present and stated that the EAA supports the idea of planning another airshow. He updated the committee on the success of the EAA's Trunk of Treat, with a turnout of about 2000 people. TVCC was also present at this event, stated by Charlotte Hatch.

6) **OLD BUSINESS**



"The Gateway to Adventure"

- A) *Airport Snow Removal Plan Review*: John Freeburg brought up in Section 3 of the plan that it mentions deicer and asked if the specific deicer could be confirmed. Shawn Coleman asked Andy to confirm that the trucks being used at the airport will not have residual road salt in them. Andy will report back after verifying the aforementioned information. No motion needed at this time.

7) HAND-OUTS/DISCUSSION ITEMS

- A) *Airport Budget Status August 2025*: Andy Wood presented the budget for August. Ken Hart asked about why there were no tiedown fees collected in August; Andy explained that those came mostly in September. No other questions.
- 6 B) *2026-2027 FY Budget Requests*: Andy Wood asked the committee for any requests to be included in the upcoming airport budget. Toby Epler presented the tentative location for the helipad west of the FBO and requested feedback on its impact. The committee discussed and agreed that the current planned position would be the best area on the airport due to its proximity to the FBO.

Andy asked if the committee would like to change any details on the Capital Improvement Plan, which the committee did not. Andy further explained that for the Fire Hydrant Project, they are seeking a \$150,000 Core grant and looking into the available FAA grants. This project would reduce the turnaround time for Aircraft Rescue and Firefighting (ARFF) vehicles on the airport.

Pete Morgan suggested the airport investigate putting in some additional hangars at the airport and that it cost about \$1.2 million to construct 10 T-hangars at another airport nearby. Andy agreed that he would like to investigate that possibility to provide some consistent income for the airport in lease/rental fees. Toby Epler explained that this would be a several-year commitment if using FAA funding, but that it might be possible to get grants.

8) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

Toby Epler from JUB Engineering updated the committee that the airport helipad is being designed this winter and construction is estimated to begin next summer.

- 9) **ADJOURN** *Moved by Bill Hager. Second by John Freeburg.* Roll call vote: Bill-yes, John-yes, Pete-yes, Charlotte-present, Mike-yes, Rick-out, Shawn-yes, and Jim-yes.
Motion carried 7/0/1.

The meeting was adjourned at 7:13 pm.

Next meeting: Monday, December 1, 2025, at 6 pm at Ontario City Hall.

Shawn Coleman - Chairman

Charlotte Hatch - Secretary

MALHEUR COUNTY COURT MINUTES

October 29, 2025

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. with Commissioner Jim Mendiola present. Commissioner Ron Jacobs was absent. Members of the media, public and staff had the opportunity to join the meeting electronically or in-person. Present in the meeting room were Administrative Officer Lorinda DuBois, Economic and Community Development Coordinator Taylor Rembowski, and Surveyor Derrick McKrola. 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 # [2025-3499](#)

OSU EXTENSION SERVICE PRESENTATION

Present in the meeting room from OSU Extension, Malheur County office were: Office Manager Emerald Lewis; Sergio Arispe, Livestock and Rangeland; Barbara Brody, Family and Community Health, College of Health; Hunter Doyle, Field Crops; Chané Nelson, 4-H Programs Coordinator; and Russell Smith-Ollivierre, Outreach Program Coordinator. Ms. Lewis explained the office is fully staffed; other staff include Katherine Wollstein, Rangeland and Fire Specialist; and Nayeli Contreras, Open Campus and Juntos Coordinator. A slide presentation regarding the various OSU Extension programs was shared with the Court.

Chané Nelson, 4-H Programs Coordinator: In 2025, 260 youth were enrolled in 4-H with 47 adult volunteers; 778 projects at fair; 2 youth horse and 3 static projects went to State Fair; and 6 youth attended Working Ranch Horse. The goal for this year is growth.

Barbara Brody, Family and Community Health, College of Health: The Family and Community Health team has been revitalized; the program engages with community partners to promote healthy lifestyles; physical activity; workforce development; behavioral health; food preservation, safety and security; emergency preparedness; and community resilience. Data shows a high percentage of physical inactivity in the county and barriers to exercise opportunities. Malheur County has the highest poverty rate in the state. The County is a High-Intensity Drug Trafficking Area. A Behavioral Health Shared Response Plan was developed with goals to reduce substance abuse and promote upstream prevention and youth development. In the Skill Up for Life program youth can earn certificates in Safe Sitter; QPR Suicide Prevention; Food Handler's Card; and CPR and First Aid. Question, Persuade, Refer (QPR) Suicide Prevention is evidence-based training and 87 youth in the community have completed the training. A community exercise program is offered in Ontario, Nyssa, Adrian and Vale for the aging population. Items such as a food dehydrator can be checked out at the Nyssa Library through the Home Food Safety and Preservation program. Malheur Works is a workforce development program that began in 2021; 102 local interns and 75 businesses have participated in the program. (This program is through the Frontier Stem Hub at Malheur ESD.)

Russell Smith-Ollivierre, General Agriculture: The Master Gardener Program was started in 2024 and currently has 28 active members; the program trains volunteers in science-based gardening and sustainable horticulture. The use of 1.4 acre of certified organic land has been donated for the program with 4902 pounds of fresh produce grown and donated. The Pest Management Short Course is a comprehensive two-day training for agricultural professionals; on average over 110 individuals attend the course. The Core Pesticide Training is held in February and December and is ideal for private applicators and farm managers. A bimonthly newsletter is also produced with over 300 subscribers.

Sergio Arispe, Livestock and Rangeland: The program focuses on anything related to forage, primarily non-irrigated forage and cattle production. Malheur County is ranked number 4 nationwide in number of beef cows within a county. 72% of the land in the county is publicly managed (over 4.5 million acres). Since 2014, ten county residents have worked in the livestock and range summer program. The Vale District BLM has contributed over \$650,000 towards restoration of sagebrush rangelands; the project area in Malheur County is the Three Fingers Allotment. OSU is also working in the schools with Malheur ESD and TVCC through a USDA grant that provides funding for field trips, experiential learning opportunities, for students to go out and see what the industry is doing. Additionally, OSU is working with beef cattle producers to mitigate any risk of any potential foreign animal diseases.

Hunter Doyle, Field Crops: Mr. Doyle started with OSU Malheur Extension about six months ago and is from Western Colorado and brings a lot of knowledge in irrigated agriculture and forage crops. The current focus is on onions, potatoes, and other field crops. Mr. Doyle's goals include establishing extension programs to promote better onion and potato production; research with the Experiment Station and on-farm projects; fostering collaboration; and improving farming in the County. A lot of programming will be tailored to the needs of local producers; currently partnering with University of Idaho to hold the Treasure Valley Onion Workshop. Malheur Water Systems quarterly meetings are being held; the meetings are centered around irrigation and water in the county; various entities participate and it is a space for collaboration and discussion.

See instrument # [2025-3500](#) for the complete slide presentation.

CROSSING PERMITS

Commissioner Mendiola moved to approve Crossing Permit #235-25 and #236-25 for work related to the Boardman to Hemingway (B2H) transmission line project on Owyhee Lake Road #846; and Permit #237-25 to CenturyLink/Crown Utilities for work on 3rd Avenue W #1086. Judge Joyce seconded and the motion passed. Original permits will be kept on file at the Road Department.

COURT MINUTES

Commissioner Mendiola moved to approve Court Minutes of October 22, 2025 as written. Judge Joyce seconded and the motion passed.

PLANNING DIRECTOR

Commissioner Mendiola moved to modify those with designation to sign as Planning Director and authorize Commissioner Jacobs to sign as Planning Director. Judge Joyce seconded and the motion passed. Ms. Williams and Mr. McKrola no longer have signatory authority. Planning Manager Kelsie Haueter can sign various documents and Commissioner Jacobs is authorized to sign those that Ms. Haueter cannot.

AMENDMENT – LETTER OF INTENT

Commissioner Mendiola moved to authorize Judge Joyce to sign an amendment to the Addendum to Binding Letter of Intent (LOI) between Malheur County, Malheur County Development Corporation (MCDC), and JTH, LLC (Jaguar Transport Holdings Inc) extending the date to execute a purchase and sale agreement or lease purchase agreement to November 21, 2025. Judge Joyce seconded and the motion passed.

PLANNING DIRECTOR VACANCY

Consensus of the Court was to postpone interviews for the Planning Director vacancy and continue to advertise and recruit for the position.

SURVEYOR QUESTIONS/COMMENTS

Derrick McKrola: First, you've made a modification of the designation of persons with Planning Director signatory authority. Do you have any comments for the former designees – County Counsel Stephanie Williams and County Surveyor Derrick McKrola – and their voluntary, outstanding contributions, made without any additional consideration or compensation, in ensuring that the county's planning operations continued without interruption?

Judge Joyce: No, I don't.

Derrick McKrola: I've noticed on the agenda the postponing of Planning Director interviews. You've had a loss of three Planning Directors in less than three years. What is the County's plan to stop this costly turnover and bring stability to that department?

Judge Joyce: Comments?

Commissioner Mendiola: I think we've got to do some more recruitment I think, look for, I don't know, look for wider spaces to find somebody that's available that wants to come to Malheur County.

Derrick McKrola: That first question I asked, I want to follow up on that. I want to express my heartfelt appreciation for Stephanie Williams and especially Marc Berg, our Planning Clerk, for stepping up and taking a lot of time and effort to put in the amount of requests that fell on his desk and doubled the amount of projects that he had to be involved with. I want to appreciate Marc for his efforts on that.

Two different questions on a different subject: Do you fully grasp the scope and magnitude of the distinct statutory responsibilities, duties, and professional standing of the County Surveyor – including that the position is fundamentally different from other department head or management roles within Malheur County?

Judge Joyce: Everybody in this county has different roles, and we do appreciate that.

Mr. McKrola: Okay. Last question. Can you explain why the County Survey Department should remain the only county department staffed by a single person, considering the many statutory responsibilities the County Surveyor must fulfill to ensure the safety, health, and welfare of the public?

Judge Joyce: Well, as long as I've been here we've had one person in that position and at times we have actually hired other people to come and fulfill any of the extra duties that are necessary over time and generally it's during the summer months when that's gone on in the past.

Ms. DuBois: And other jurisdictions don't even have a full-time surveyor; it's contracted out. The services are contracted out. It's not a full-time position.

Mr. McKrola: I would like to recognize that most other counties, county surveyors, have a crew that needs to help them in the field function and things. I would invite the County Court to review the Oregon Revised Statutes, Chapter 209, and their obligations to fill those statutes. With that, I thank you, Judge Joyce, for your time and consideration.

Judge Joyce: Thank you for your comments. Appreciate it.

PUBLIC COMMENTS

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

COURT ADJOURNMENT

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

MALHEUR COUNTY COURT MINUTES

November 5, 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, Economic and Community Development Coordinator Taylor Rembowski, and Surveyor Derrick McKrola. 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 # [2025-3564](#)

TREASURE VALLEY PARAMEDICS (TVP) - QUARTERLY UPDATE

TVP, Inc. Vice-President Heather Land met with the Court and provided a quarterly update per the terms of the personal services contract amendment. The GEMT (Ground Emergency Medical Transport) tax has hit and TVP was asked to pay all of year 2024 (approximately \$100,000); the first two quarters of 2025 (approximately \$47,000); and the remaining two quarters of 2025 is due by the end of January 2026. Some reimbursements were received and labeled as education reimbursement or claim adjustment; this caused questions to arise and payments were halted due to coding. The reimbursement payments are coming in looking like revenue and this is concerning as the GEMT tax is a 5% tax on gross revenue. The payment frequency and amounts are random and there is not clarity on what year the payments apply to. There is a lot of uncertainty with the GEMT tax and reimbursements; basic life support calls now have a higher payment amount than an advanced life support call and an ALS 2 call (a higher level of care) is even less. The more medications and more care given the lower the reimbursement rate.

TVP has experienced a lot of vehicle equipment issues this year (engines, transmission, turbo). There is still a paramedic shortage. One individual is testing this month; two individuals are completing their schooling in May 2026; two others are completing their schooling in November 2026; Oregon licensure requirements are challenging.

TVP is providing transport for Weiser hospital for a lot of critical cases. TVP has a new critical care monitor, new pumps, and two new ventilators. The staff is positive with great attitudes.

CROSSING PERMITS

Commissioner Jacobs moved to approve Crossing Permit #238-25 to CenturyLink/Crown Utilities to repair damaged cable on Railroad Avenue #874; and Permit #239-25 to CenturyLink/Crown Utilities to repair cable on Grey Blvd. #956; and the following Crossing Permits to Rally Networks for burying of fiber optic communications cable: Permit #240-25 on Annex Road #952; Permit #241-25 on Buckhorn Road #1023; Permit #242-25 on Conductor Road #963; Permit #243-25 on Lockett Road #730; Permit #244-25 on Love Reservoir Road #1139; Permit #245-25 on Moores Hollow Road #673; Permit #246-25 on Nectarine Road #1032; Permit #247-25 on Noble Road #910; Permit #248-25 on Oleander Road #912; Permit #249-25 on Patch Island Road #760; Permit #250-25 on Porters Flat Road #963; Permit #251-25 on Redcap Road #670; Permit #252-25 on Snake River Road #3009; and Permit #253-25 on W Peach Road #914. Commissioner Mendiola seconded and the motion passed unanimously. Original permits will be kept on file at the Road Department.

COURT MINUTES

Commissioner Mendiola moved to approve Court Minutes of October 29, 2025 as written. Judge Joyce seconded and the motion passed. Commissioner Jacobs abstained as he was not present on October 29, 2025.

PROVIDER CONTRACT - BOYS & GIRLS CLUB

Commissioner Jacobs moved to approve Provider Contract for Juvenile Crime Prevention Services 2025-2027 with Boys and Girls Club of the Western Treasure Valley. Commissioner Mendiola seconded and the motion passed unanimously. See instrument# [2025-3565](#)

IGA # 185822 AMENDMENT

Commissioner Jacobs moved to approve Fourth Amendment to Oregon Health Authority 2025-2027 Intergovernmental Agreement for the Financing of Public Health Services, Agreement #185822. Commissioner Mendiola seconded and the motion passed unanimously. Funding is increased for Program Element 01-01 State Support for Public Health; and for Program Element 12-01 – Public Health Emergency Preparedness and Response (PHEP).

PUBLIC COMMENTS

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

COURT ADJOURNMENT

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

MALHEUR COUNTY COURT MINUTES

November 12, 2025

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. with Commissioner Ron Jacobs and Commissioner Jim Mendiola present. Members of the media, public and staff had the opportunity to join the meeting electronically or in person. Present in the meeting room were Administrative Officer Lorinda DuBois, Economic and Community Development Coordinator Taylor Rembowski, and ASD Coordinator Keith Ishida. 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 # [2025-3627](#)

AMBULANCE SERVICE DISTRICT (ASD) SESSION

The Court met as the governing body of the Ambulance Service District to consider a request for the ASD Coordinator to temporarily work for Treasure Valley Paramedics (TVP). Also present was County Counsel Stephanie Williams. ASD Coordinator Keith Ishida explained he has been employed with TVP and requested authorization to continue employment with TVP temporarily, through December 31, 2025. (Mr. Ishida recently began employment as the ASD Coordinator on November 3, 2025.) The ASD Coordinator position is three days a week (22.5 hours); and Mr. Ishida assured the Court of his ability to work the required 22.5 hours for the Ambulance Service District and still work as a paramedic for TVP. While Mr. Ishida is employed with TVP, any decision making concerning TVP will come before the ASD governing body (County Court). Commissioner Jacobs moved to authorize Mr. Ishida to work for TVP through December 31, 2025. Commissioner Mendiola seconded and the motion passed unanimously. As the ASD Coordinator position is part-time, previous ASD Coordinators have worked for other providers not under contract with the County and allowing Mr. Ishida to temporarily work for TVP and ensuring that any decision making concerning TVP comes before the ASD governing body complies with the spirit of the job announcement.

COURT MINUTES

Commissioner Mendiola moved to approve Court Minutes of November 5, 2025 as written. Commissioner Jacobs seconded and the motion passed unanimously.

SUPPLEMENTAL BUDGET RESOLUTION

Commissioner Jacobs moved to approve Resolution R25-31: In the Matter of Fiscal Year 2025/2026 Supplemental Budget by Resolution Under Local Budget Law ORS 294.471. Commissioner Mendiola seconded and the motion passed unanimously. The purpose of the supplemental budget is to allocate additional CJC (Criminal Justice Commission) Treatment Court grant funds in the District Attorney's budget that were not anticipated when the budget was adopted – these funds are to be used for participant supports. See instrument # [2025-3628](#)

GEODC BOARD

Commissioner Jacobs moved to authorize Economic and Community Development Coordinator Taylor Rembowski to serve on the Greater Eastern Oregon Development Corporation (GEODC) board. Commissioner Mendiola seconded and the motion passed unanimously. The GEODC board currently meets once a month and Judge Joyce is also a member of the board. Mr. Rembowski currently meets with GEODC staff and partners once a month.

PROVIDER CONTRACT – ALTRUISTIC RECOVERY

Commissioner Jacobs moved to approve Provider Contract for Juvenile Crime Prevention Services 2025-2027 with Altruistic Recovery Inc. Commissioner Mendiola seconded and the motion passed unanimously. See instrument# [2025-3629](#)

ROAD ACCEPTANCE

Commissioner Jacobs moved to accept road dedication of a portion of Rolland Road on Dwight Hooley's Partition Plat #25-15. Commissioner Mendiola seconded and the motion passed unanimously. See instrument # [2025-3646](#) for the Partition Plat and instrument # [2025-3638](#) for the written statement prepared by County Surveyor Derrick McKrola.

COMMISSIONER COMMENTS

Commissioner Jacobs recently attended a virtual fence presentation/demonstration sponsored by Oregon State University and University of Idaho; a landowner in Rockville is currently utilizing the technology on an irrigated pasture. In the future, the technology may be very beneficial for ranchers.

Commissioner Mendiola expressed appreciation for Veterans and their service.

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.

Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
133778	879631	Applied Concepts, Inc.	10/07/2025	3,522.00
133779	037600	AT&T	10/07/2025	26.48
133780	626400	Campo & Poole Distributing, LLC	10/07/2025	11,120.79
133781	879455	Carquest Auto Parts	10/07/2025	9.80
133782	637828	Century Link Communications, LLC	10/07/2025	38.44
133783	879268	CivicPlus, LLC	10/07/2025	4,617.24
133784	216000	D & B Supply Company	10/07/2025	28.95
133785	376000	Idaho Power	10/07/2025	2,878.46
133786	879191	Kristy Lynn Janti	10/07/2025	64.00
133787	412500	Keller Associates, Inc.	10/07/2025	7,423.75
133788	440000	L.N. Curtis and Sons	10/07/2025	1,649.16
133789	434231	Lighthouse Uniform Co.	10/07/2025	738.15
133790	451600	Malheur County Administration Office	10/07/2025	200.00
133791	879163	McCurry Ontario Motors, LLC	10/07/2025	399.53
133792	461607	MicroTechnology Systems, Inc.	10/07/2025	12,485.83
133793	879551	Painter Holdings & Business Ventures, Inc.	10/07/2025	19.50
133794	879469	SBRK Finance Holdings, Inc.	10/07/2025	1,670.00
133795	672453	Sea Western Fire Fighting Equipment Sea-V	10/07/2025	594.00
133796	130950	Sparklight Business	10/07/2025	140.62
133797	880003	T-Mobile	10/07/2025	31.70
133798	788402	TransUnion Risk & Alternative Data Soluti	10/07/2025	75.00
133799	288897	Verizon	10/07/2025	338.22
133800	190549	Wienhoff Drug Testing	10/07/2025	225.00
133801	COOPJ	Jason Cooper	10/07/2025	102.00
133802	879406	Rywest Homes, Inc.	10/07/2025	10,000.00
133803	879470	Western Treasure Valley Rotary Club	10/07/2025	4,712.36
133804	22427	Conсор North America, Inc.	10/07/2025	7,702.00
133805	336725	Core & Main	10/07/2025	25,049.25
133806	879163	McCurry Ontario Motors, LLC	10/07/2025	5,673.62
133807	880023	Truck Depot, Inc.	10/07/2025	51,500.00
Total for 10/7/2025:				153,035.85
133808	879417	LightSpeed Networks, Inc.	10/10/2025	1,377.88
133809	879733	Waste Connections of Oregon, Inc.	10/10/2025	461.87
133810	033300	Argus Observer 117-A	10/10/2025	138.56
133811	879550	Albert L. Christiani Construction, LLC	10/10/2025	1,200.00
133812	481416	National Business Furniture	10/10/2025	1,674.45
133813	879138	Stantec Consulting Services, Inc.	10/10/2025	21,489.25
Total for 10/10/2025:				26,342.01
133814	130624	B & W Car Wash	10/13/2025	15.00
133815	879637	Bryant Lovlien & Jarvis PC Attorneys at L	10/13/2025	13,750.00
133816	879451	CDR Labor Law, LLC	10/13/2025	70.00
133817	T2600	Four Rivers Veterinary Clinic	10/13/2025	75.00
133818	382005	Interpath Laboratory, Inc.	10/13/2025	471.78

Check No	Vendor No	Vendor Name	Check Date	Check Amount
133819	602320	NAPA Auto Parts	10/13/2025	60.44
133820	879301	Net Assets Corporation	10/13/2025	360.00
133821	702008	Staples Business Credit	10/13/2025	514.85
133822	879713	TimeClock Plus, LLC	10/13/2025	1,199.17
133823	879553	Training & Employment Consortium	10/13/2025	480.00
133824	879733	Waste Connections of Oregon, Inc.	10/13/2025	336.99
133825	879151	Waste-Pro	10/13/2025	50.24
Total for 10/13/2025:				17,383.47
133827	879133	Community in Action	10/14/2025	7,814.00
Total for 10/14/2025:				7,814.00
133828	405945	Jeremy Jones	10/15/2025	102.00
133829	642125	Steve's Hometown Toyota	10/15/2025	31,541.33
Total for 10/15/2025:				31,643.33
ACH	878915	Jacobs Engineering Group, Inc.	10/20/2025	525,397.27
133830	879745	AT&T Mobility, LLC	10/20/2025	1,977.23
133831	144000	Cascade Natural Gas Corporation	10/20/2025	72.78
133832	637830	Century Link	10/20/2025	530.78
133833	879445	Connected Professional Accountants, LLC	10/20/2025	24,905.00
133834	879749	Stephanie Cummings	10/20/2025	100.38
133835	879191	Kristy Lynn Janti	10/20/2025	128.00
133836	440000	L.N. Curtis and Sons	10/20/2025	609.66
133837	456402	Malheur County Clerk	10/20/2025	214.00
133838	880016	Nelson Tire, LLC	10/20/2025	1,398.33
133839	516494	State of Oregon Department of Transportati	10/20/2025	1,442.58
133840	240100	State of Oregon Dept of Consumer & Busir	10/20/2025	3,948.44
133841	880025	Port of Hood River	10/20/2025	7.00
133842	879226	PortaPros	10/20/2025	627.00
133843	642093	Red's Automotive Repair, Inc.	10/20/2025	92.32
133844	672453	Sea Western Fire Fighting Equipment Sea-V	10/20/2025	341.20
133845	879715	Signs and Designs 2 Fit	10/20/2025	537.50
133846	879764	T&Z Hardware, Inc.	10/20/2025	15.99
133847	879680	U.S. Bank Equipment Finance	10/20/2025	1,497.00
133848	412500	Keller Associates, Inc.	10/20/2025	18,435.80
Total for 10/20/2025:				582,278.26
ACH	832852	Wells Fargo Signify Business Elite Masterc	10/21/2025	7,440.89
Total for 10/21/2025:				7,440.89
ACH	554401	Ontario Police Association	10/27/2025	450.00
133849	880026	Nathan & Heather Clark Brooklyn & Bear,	10/27/2025	119.39
133850	637830	Century Link	10/27/2025	1,073.80
133851	180798	CIS Trust	10/27/2025	88.68
133852	COOPJ	Jason Cooper	10/27/2025	170.00
133853	879749	Stephanie Cummings	10/27/2025	249.00
133854	879736	Desert Sage Event Center	10/27/2025	4,202.19
133855	&260	Four Rivers Cultural Center	10/27/2025	33,399.16
133856	376000	Idaho Power	10/27/2025	2,956.68
133857	405945	Jeremy Jones	10/27/2025	422.82

Check No	Vendor No	Vendor Name	Check Date	Check Amount
133858	441140	Looks Nu, Inc.	10/27/2025	252.00
133859	879113	Municipal Emergency Services, Inc.	10/27/2025	2,026.97
133860	539200	Ontario Area Chamber of Commerce	10/27/2025	27,755.69
133861	573001	Ontario Sister Cities, Inc.	10/27/2025	7,832.49
133862	641142	The Radar Shop, Inc.	10/27/2025	1,202.00
133863	666052	SAIF Corporation	10/27/2025	6,939.43
133864	288897	Verizon	10/27/2025	338.29
133866	810660	Unit Process Company	10/27/2025	15,948.74
Total for 10/27/2025:				105,427.33
133867	879504	Zions Bank Corporate Trust-Oregon Bond I	10/28/2025	277,724.04
133868	879504	Zions Bank Corporate Trust-Oregon Bond I	10/28/2025	244,980.33
133869	405945	Jeremy Jones	10/28/2025	637.60
133870	879648	Brandon Mitchell	10/28/2025	51.00
Total for 10/28/2025:				523,392.97
ACH	PRFED	PAYROLL TAXES	10/31/2025	3,438.02
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	10/31/2025	153.36
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	10/31/2025	870.16
ACH	PRPERS	OREGON PERS	10/31/2025	4,519.82
ACH	PRAFLAC	AMERICAN FAMILY LIFE ASSURANCE	10/31/2025	534.37
ACH	PRAMERF	AMERICAN FUNDS GROUP	10/31/2025	300.00
ACH	PRCCIS	E B S TRUST	10/31/2025	84,795.44
ACH	PRCOLONI	COLONIAL LIFE	10/31/2025	688.02
ACH	PRFED	PAYROLL TAXES	10/31/2025	96,380.87
ACH	PRIDCHIL	IDAHO CHILD SUPPORT RECEIPTING	10/31/2025	240.00
ACH	PRNATW	NATIONWIDE RETIREMENT SOLUTIO	10/31/2025	500.00
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	10/31/2025	443.33
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	10/31/2025	4,008.68
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	10/31/2025	25,748.41
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	10/31/2025	3,096.65
ACH	PRPERS	OREGON PERS	10/31/2025	121,575.44
133872	PRSFIRE	UMPQUA BANK	10/31/2025	975.00
Total for 10/31/2025:				348,267.57
Report Total (111 checks):				1,803,025.68

Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
Printed: 12/5/2025 1:10 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
133873	0143466	Amazon Capital Services	11/04/2025	2,246.71
133874	879653	FileOnQ, Inc	11/04/2025	650.00
133875	879828	Galls, LLC	11/04/2025	1,504.13
133876	880024	Get Loaded Transport, LLC	11/04/2025	3,750.00
133877	376000	Idaho Power	11/04/2025	2,037.11
133878	602320	NAPA Auto Parts	11/04/2025	19.98
133879	878978	National Hose Testing, Specialties, Inc.	11/04/2025	3,804.30
133880	880016	Nelson Tire, LLC	11/04/2025	1,247.80
133881	879627	State of Oregon Department of Environmen	11/04/2025	919.36
133882	583450	State of Oregon Dept of Corrections	11/04/2025	4,100.00
133883	879551	Painter Holdings & Business Ventures, Inc.	11/04/2025	25.75
133884	702008	Staples Business Credit	11/04/2025	318.35
133885	880003	T-Mobile	11/04/2025	31.70
133886	879720	Total Package Enterprises, LLC	11/04/2025	160.14
133887	879525	Vestis Uniforms and Workplace Supplies, I	11/04/2025	162.27
133888	879635	Western Building Maintenance, Inc.	11/04/2025	4,441.47
133889	880027	Richard M. Armstrong	11/04/2025	6,000.00
133890	880030	Teresa R Doran	11/04/2025	2,762.67
133891	880021	Old School, LLC	11/04/2025	6,000.00
133892	879406	Rywest Homes, Inc.	11/04/2025	10,000.00
133893	880029	Patrick John Woodcock	11/04/2025	8,602.00
Total for 11/4/2025:				58,783.74
133894	480000	911 Supply	11/10/2025	2,029.90
133895	879863	Across the Street Productions, Inc.	11/10/2025	385.00
133896	130624	B & W Car Wash	11/10/2025	5.00
133897	21409	Big Sky Sportswear	11/10/2025	2,141.66
133898	626400	Campo & Poole Distributing, LLC	11/10/2025	11,303.41
133899	879062	Compass Minerals America, Inc.	11/10/2025	8,162.75
133900	879899	Estech Systems, Inc	11/10/2025	1,730.24
133901	360015	Home Depot Credit Services	11/10/2025	369.33
133902	461607	MicroTechnology Systems, Inc.	11/10/2025	12,374.04
133903	879301	Net Assets Corporation	11/10/2025	150.00
133904	738002	Symbol Arts, LLC	11/10/2025	346.50
133905	879764	T&Z Hardware, Inc.	11/10/2025	83.98
133906	788402	TransUnion Risk & Alternative Data Soluti	11/10/2025	100.00
133907	774300	Tate T. Turner	11/10/2025	25.00
133908	879733	Waste Connections of Oregon, Inc.	11/10/2025	386.99
133909	880028	Tammy Ann Orme	11/10/2025	6,000.00
133910	879138	Stantec Consulting Services, Inc.	11/10/2025	5,491.60
133911	879845	Student Loan Fund of Idaho Marketing Ass	11/10/2025	5,000.00
133912	037600	AT&T	11/10/2025	26.98
133913	637828	Century Link Communications, LLC	11/10/2025	37.88
133914	130950	Sparklight Business	11/10/2025	140.62
133915	879733	Waste Connections of Oregon, Inc.	11/10/2025	486.87
133916	22427	Conсор North America, Inc.	11/10/2025	82.25

Check No	Vendor No	Vendor Name	Check Date	Check Amount
133917	879862	Oregon Community Foundation	11/10/2025	11,200.00
133918	282601	Oregon State Police	11/10/2025	2,566.54
133919	880031	Vale Fourth, Inc.	11/10/2025	25,000.00
Total for 11/10/2025:				95,626.54
133920	879637	Bryant Lovlien & Jarvis PC Attorneys at Law	11/14/2025	7,325.00
133921	879451	CDR Labor Law, LLC	11/14/2025	175.00
133922	879906	Ashton Chapman	11/14/2025	3,000.00
133923	879062	Compass Minerals America, Inc.	11/14/2025	9,007.23
133924	UB*12286	REUBEN CRAIG	11/14/2025	58.02
133925	879828	Galls, LLC	11/14/2025	36.43
133926	879191	Kristy Lynn Janti	11/14/2025	40.00
133927	879654	Language Testing International, Inc.	11/14/2025	318.00
133928	879244	Jon Laurenson	11/14/2025	76.00
133929	451600	Malheur County Administration Office	11/14/2025	200.00
133930	461607	MicroTechnology Systems, Inc.	11/14/2025	14.19
133931	602320	NAPA Auto Parts	11/14/2025	169.47
133932	516494	State of Oregon Department of Transportation	11/14/2025	2,873.92
133933	282601	Oregon State Police	11/14/2025	8,105.98
133934	528405	Oster Professional Group, CPA's PC	11/14/2025	56,603.06
133935	626654	The Police and Sheriff's Press, Inc.	11/14/2025	220.00
133936	879226	PortaPros	11/14/2025	627.00
133937	UB*12287	WESLEY PROUTY ESTATE*	11/14/2025	116.63
133938	642093	Red's Automotive Repair, Inc.	11/14/2025	1,979.10
133939	UB*12288	RODOLFO REYES	11/14/2025	86.15
133940	879469	SBRK Finance Holdings, Inc.	11/14/2025	1,735.00
133941	879720	Total Package Enterprises, LLC	11/14/2025	2,650.00
133942	879212	Uniforms 2 Gear	11/14/2025	923.60
Total for 11/14/2025:				96,339.78
133943	879898	Avidity Solutionz	11/17/2025	9,208.29
133944	183201	CK3, LLC	11/17/2025	1,695.00
133945	22427	Conсор North America, Inc.	11/17/2025	12,397.00
133946	879940	Desert View Construction, Inc.	11/17/2025	111,000.00
133947	879530	Nicholas Ducote	11/17/2025	577.50
133948	880019	Dynamic Metals, Inc.	11/17/2025	61,810.21
133949	880017	Granite Construction Company	11/17/2025	206,325.75
133950	879896	RH2 Engineering, Inc.	11/17/2025	4,549.21
Total for 11/17/2025:				407,562.96
133951	842030	Warrington Construction Corporation of Oregon	11/18/2025	13,085.00
Total for 11/18/2025:				13,085.00
133952	879745	AT&T Mobility, LLC	11/20/2025	2,040.47
133953	144000	Cascade Natural Gas Corporation	11/20/2025	290.38
133954	637830	Century Link	11/20/2025	530.78
133955	376000	Idaho Power	11/20/2025	425.19
133956	879417	LightSpeed Networks, Inc.	11/20/2025	1,377.88
133957	0143466	Amazon Capital Services	11/20/2025	565.24
133958	880032	AutoZone	11/20/2025	34.40
133959	21409	Big Sky Sportswear	11/20/2025	111.39
133960	216000	D & B Supply Company	11/20/2025	78.48

Check No	Vendor No	Vendor Name	Check Date	Check Amount
133961	303800	Frank's Extinguisher Service	11/20/2025	439.89
133962	880034	Governmentjobs.com, Inc.	11/20/2025	550.00
133963	UB*12289	SADIE HASLER	11/20/2025	146.70
133964	441140	Looks Nu, Inc.	11/20/2025	175.00
133965	282601	Oregon State Police	11/20/2025	760.73
133966	879166	Pitney Bowes Global Financial Services, LI	11/20/2025	882.93
133967	738002	Symbol Arts, LLC	11/20/2025	82.50
133968	879764	T&Z Hardware, Inc.	11/20/2025	43.98
133969	879742	Trinity Health Epic - PP	11/20/2025	200.00
133970	879680	U.S. Bank Equipment Finance	11/20/2025	2,261.89
133971	879122	Uline	11/20/2025	85.80
133972	879151	Waste-Pro	11/20/2025	300.24
Total for 11/20/2025:				11,383.87
ACH	832852	Wells Fargo Signify Business Elite Masterc	11/21/2025	4,936.02
Total for 11/21/2025:				4,936.02
ACH	PRFED	PAYROLL TAXES	11/24/2025	4,164.13
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	11/24/2025	236.67
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	11/24/2025	1,198.85
ACH	PRPERS	OREGON PERS	11/24/2025	5,495.15
ACH	879900	State of Oregon Military Department	11/24/2025	840.00
ACH	879900	State of Oregon Military Department	11/24/2025	840.00
ACH	880033	GreenWorks P.C.	11/24/2025	1,102.52
ACH	879900	State of Oregon Military Department	11/24/2025	840.00
ACH	879900	State of Oregon Military Department	11/24/2025	840.00
Total for 11/24/2025:				15,557.32
ACH	878915	Jacobs Engineeering Group, Inc.	11/25/2025	558,938.78
133974	0143466	Amazon Capital Services	11/25/2025	18.78
133975	880035	Brenda Liliana Auw	11/25/2025	60.00
133976	21409	Big Sky Sportswear	11/25/2025	120.80
133977	UB*12290	COLTON CAPISTRAN	11/25/2025	33.42
133978	637830	Century Link	11/25/2025	587.08
133979	376000	Idaho Power	11/25/2025	2,464.39
133980	451600	Malheur County Administration Office	11/25/2025	200.00
133981	610100	Malheur Memorial Health Clinic	11/25/2025	375.00
133982	UB*12291	EUCLIDES RIVAS MOTA	11/25/2025	537.58
133983	672453	Sea Western Fire Fighting Equipment Sea-V	11/25/2025	122.00
133984	UB*12293	SEVENTENSPLIT, LLC	11/25/2025	237.45
133985	UB*12292	MARLEE SIMPSON	11/25/2025	53.16
133986	689005	Chad Sombke, Ph.D., PC	11/25/2025	500.00
133987	288897	Verizon	11/25/2025	338.29
133988	879133	Community in Action	11/25/2025	34,251.57
133989	336725	Core & Main	11/25/2025	55,665.00
133990	879896	RH2 Engineering, Inc.	11/25/2025	1,363.00
133991	T7125	Snake River Valley EAA Chapter 837	11/25/2025	1,236.00
Total for 11/25/2025:				657,102.30
ACH	PRAFLAC	AMERICAN FAMILY LIFE ASSURANCE	11/30/2025	534.37
ACH	PRAMERF	AMERICAN FUNDS GROUP	11/30/2025	300.00
ACH	PRCCIS	E B S TRUST	11/30/2025	93,215.80

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	PRCOLONI	COLONIAL LIFE	11/30/2025	688.02
ACH	PRFED	PAYROLL TAXES	11/30/2025	101,005.73
ACH	PRIDCHIL	IDAHO CHILD SUPPORT RECEIPTING	11/30/2025	240.00
ACH	PRNATW	NATIONWIDE RETIREMENT SOLUTIO	11/30/2025	500.00
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	11/30/2025	474.65
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	11/30/2025	4,116.75
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	11/30/2025	27,030.57
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	11/30/2025	3,544.50
ACH	PRPERS	OREGON PERS	11/30/2025	121,687.26
133992	879128	Life Flight Network	11/30/2025	1,950.00
133993	PRSFIRE	UMPQUA BANK	11/30/2025	975.00
Total for 11/30/2025:				356,262.65
Report Total (143 checks):				1,716,640.18