

**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, JANUARY 27, 2026, 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 January 23, 2026. 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) 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.

5) PRESENTATION

- A) Ontario Landfill Summary Report — Carrie Rackey
- B) Photo Red Light Cameras

6) OLD BUSINESS

- A) Resolution #2026-101: Supplemental Budget for Lions Park Parking and Flagpole
- B) Resolution #2026-102: Approving Amendments to the Collective Bargaining Agreement between City of Ontario and IAFF Local 3464

7) NEW BUSINESS

- A) Billing for Vehicle Accidents w/in City Limits
- B) Lexipol: Fire Department Policies and Procedures Update
- C) Funding Options for New River Intake
- D) Ducote Consulting Task Order Award: SDW and CDBG Application

8) DEPARTMENT HEAD UPDATES

- A) Finance: Monthly Report

9) DISCUSSION ITEMS

- A) Downtown Attraction
- B) Code Enforcement Update
- C) Discussion of Governor Kotek EO 26-01 on Homeless
- D) Depot Building

10) HAND-OUTS

- A) Minutes: County Court 12-17-2025, 01-07-2026, 01-12-2026, 01-14, 2026

11) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

12) ADJOURN

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

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

To: City of Ontario From: Stantec Consulting Services Inc.
Portland
Project/File: City of Ontario Landfill Assessment Date: January 22, 2026

Reference: Summary of Ontario Landfill Environmental Assessment

Stantec Consulting Services Inc. (Stantec) completed a Phase II Environmental Site Assessment (ESA) of the property located at 1901 Verde Drive, Ontario, Oregon consisting of two field events in 2025. Soil, groundwater, and soil vapor samples were collected. Our conclusions are as follows:

- Lead concentrations in soil samples collected from 1 foot bgs and at 8 feet below ground surface (bgs) in the waste materials exceeded Oregon Department of Environmental Quality (DEQ) clean fill standards. Soil with lead concentrations above the clean fill standard must be handled in accordance with DEQ regulations if excavated and transported offsite.
- Lead was detected in soil collected from 8 feet bgs in test pit TP04 at a concentration above the DEQ residential direct contact Risk-Based Concentration (RBC); however, residential receptors would not be expected to come into contact with soil deeper than 3 feet bgs. Lead did not exceed potentially applicable RBCs in the composite soil sample collected from 1 foot bgs. If residential use is planned on the Property, additional soil sampling is recommended to evaluate remediation and mitigation options.
- Arsenic was detected in groundwater at concentrations above residential and occupational tapwater RBCs in each sample collected. Lead was detected above the tapwater RBCs in one groundwater sample. As the groundwater samples were analyzed for total metal, these detections may be attributable to suspended sediment present in the groundwater samples; however, arsenic was not detected in soil samples at concentrations above the DEQ background concentration. It also is not clear to what extent the elevated arsenic and lead may be naturally occurring. Additional sampling is recommended if Property reuse plans include the use of groundwater.
- The volatile organic compounds (VOCs) bromodichloromethane and chloroform were detected in two of the four groundwater monitoring wells at concentrations above residential and occupational tapwater RBCs and residential vapor intrusion RBCs. Bromodichloromethane and chloroform are water treatment by-products commonly detected in groundwater in urban settings. It is unlikely that these detections are associated with the landfill. No additional action is recommended based on these detections.
- VOCs were not detected at concentrations above RBCs in the soil vapor samples submitted for laboratory analysis. Methane was not detected in the soil vapor samples submitted for laboratory analysis. Only sporadic and trace levels of methane were measured during the bar-hole survey completed at the Property. These results indicate a low potential for methane production, and therefore

Reference: Ontario Landfill Environmental Assessment

a negligible risk that methane might accumulate in off-Property buildings, or in Property buildings following redevelopment activities.

Regards,

Stantec Consulting Services Inc.

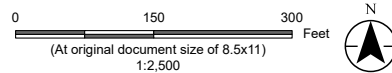
Carrie Rackey, Principal
Phone: (503) 220-5462
carrie.rackey@stantec.com

stantec.com

Attachment: Figures, Tables



- Approximate Landfill Boundary
- Monitoring Well Location
- Soil Gas Probe Location
- Soil Vapor Location
- Test Pit Location
- Debris noted in Soil Description
- Elevation Contours (2 foot interval)
- Project Boundary



Project Location
1901 Verde Drive
Ontario, Malheur County, Oregon

Client/Project
City of Ontario
Ontario Landfill

203724193

Title
Site Location Map

Figure No.

2

Notes
 1. Coordinate System: NAD 1983 StatePlane Oregon South FIPS 3602 Feet
 2. Data Sources: Stantec 2024
 3. Background: © OpenStreetMap (and) contributors, CC-BY-SA. Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



- Monitoring Well Location
- 6.68 Adjusted DTW Based on Elevation Survey
- ▭ Project Area
- Groundwater Contour and Flow direction (8-12-2025)



Project Location
1901 Verde Drive
Ontario, Malheur County, Oregon

Client/Project
City of Ontario
Ontario Landfill

203724193

Notes

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3. Background: © OpenStreetMap (and) contributors, CC-BY-SA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Title
**Groundwater Contour Map and
Flow Direction August 2025**

Figure No.

3



- Monitoring Well Location
- 3.14 Adjusted DTW Based on Elevation Survey
- Project Area
- Groundwater Contour and Flow direction (3-20-2025)



Project Location
1901 Verde Drive
Ontario, Malheur County, Oregon

Client/Project
City of Ontario
Ontario Landfill

203724193

Notes

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2. Data Sources: Stantec 2024
3. Background: © OpenStreetMap (and) contributors, CC-BY-SA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Title
**Groundwater Contour Map and
Flow Direction March 2025**

Figure No.

4

TABLE 1
Soil Sample Analytical Results - Metals, VOCs, and TPH
Former Ontario Landfill
1901 Verde Drive
Ontario, Oregon

Sample Location	Date Sampled	Metals							
		Arsenic	Barium	Cadmium	Chromium	Lead	Mercury	Selenium	Silver
OLF-TP04-8	3/19/2025	7.18	476	3.69	39.2	551	0.115 U	1.44 U	0.729
OLF-COMP-1	8/13/2025	4.18	190	1.18	10.4	46.8	0.278	1.04 U	0.208 U
OLF-COMP-DUP (Dup of OLF-COMP-1)	8/13/2025	4.02	174	1.07	11.2	48.1	0.272	1.09 U	0.218 U
OLF-Drum-S (Native)	3/20/2025	4.51	290	0.288 U	12.5	5.94	0.155 U	1.44 U	0.288 U
Clean Fill/Background Screening Values (Owyhee Uplands)		17	970	NA	120	30	0.75	0.5	2.20
Residential Direct Contact RBC		0.43	15,000	78	120,000	400	23	NA	390
Occupational Direct Contact RBC		1.9	220,000	1,100	>Max	800	350	NA	5,800
Construction Worker Direct Contact RBC		15	69,000	350	530,000	800	110	NA	1,800
Excavation Worker Direct Contact RBC		420	NA	9,700	NA	800	2,900	NA	49,000
Residential Volatilization to Outdoor Air RBC		NV	NV	NV	NV	NV	NV	NV	NV
Occupational Volatilization to Outdoor Air RBC		NV	NV	NV	NV	NV	NV	NV	NV

Notes:

All results expressed as milligrams per kilogram

Only VOCs and TPH that were detected are included herein

bold = indicates concentrations detected above method detection limits

shaded gray = indicates concentration exceeds background or clean fill screening value

shaded yellow = indicates concentration exceeds background and one or more RBCs

DUP = field duplicate

NA = Not Available, no screening value is listed for this analyte.

NV = Not Volatile

U = Not detected above the reported value

-- = Not analyzed

Clean Fill/Background Screening Values, Oregon DEQ April 2019 revision

RBCs = Oregon DEQ Risk-Based Concentrations, April 2023 revision

TABLE 2
Groundwater Sample Analytical Results - TPH, VOCs
Former Ontario Landfill
1901 Verde Drive
Ontario, Oregon

Sample Location		Date Sampled	DRO (mg/L)	RRO (mg/L)	GRO (mg/L)	Bromodichloro-methane	Bromoform	Chloroform	Dibromochloro-methane	Choromethane
OLF-MW01		3/20/2025	Not Detected	Not Detected	Not Detected	0.00100 U	0.00100 U	0.00100 U	0.00100 U	0.00500 U
OLF-MW01		8/12/2025				0.00100 U	0.00100 U	0.00100 U	0.00100 U	0.00508
OLF-MW-dup (Dup of MW01)		8/12/2025				0.00100 U	0.00100 U	0.00100 U	0.00100 U	0.00669
OLF-MW02		3/20/2025				0.00100 U	0.00100 U	0.00100 U	0.00100 U	0.00500 U
OLF-MW-dup (Dup of MW02)		3/20/2025				0.00100 U	0.00100 U	0.00100 U	0.00100 U	0.00500 U
OLF-MW02		8/12/2025				0.00100 U	0.00100 U	0.00100 U	0.00100 U	0.0189
OLF-MW03		3/20/2025				0.00413	0.00112	0.00336	0.00436	0.00500 U
OLF-MW03		8/12/2025				0.00100 U	0.00100 U	0.00100 U	0.00100 U	0.0175
OLF-MW04		3/21/2025				0.00162	0.00100 U	0.00178	0.00153	0.00500 U
OLF-MW04		8/12/2025				0.00100 U	0.00100 U	0.00100 U	0.00100 U	0.00500 U
EB-032025 (Equipment Blank)		3/20/2025				0.00100 U	0.00100 U	0.00100 U	0.00100 U	0.00500 U
EB-081225 (Equipment Blank)		8/12/2025				0.00100 U	0.00100 U	0.00100 U	0.00100 U	0.00500 U
OLF-TB1 (Trip Blank)		3/20/2025	--	--	--	0.00100 U	0.00100 U	0.00100 U	0.00100 U	0.00500 U
OLF-081225 (Trip Blank)		8/12/2025	--	--	--	0.00100 U	0.00100 U	0.00100 U	0.00100 U	0.00500 U
Residential Ingestion and Inhalation of Tapwater			0.100	NA	0.110	0.00013	0.0033	0.00022	NA	190
Occupational Ingestion and Inhalation of Tapwater			0.430	NA	0.450	0.0006	0.016	0.00098	NA	790
Residential Vapor Intrusion into Buildings RBC			>S	NA	0.120	0.0016	0.250	0.0014	NA	440,000
Occupational Vapor Intrusion into Buildings RBC			>S	NA	0.520	0.0069	1.100	0.0059	NA	1,800,000
Residential Volatilization to Outdoor Air RBC			>S	NA	>S	1,400	130,000	1,400	NA	440,000
Occupational Volatilization to Outdoor Air RBC			>S	NA	>S	3,200	300,000	3,400	NA	440,000
Groundwater in Excavation RBC			>S	NA	14.000	0.450	14.000	0.720	NA	22,000

Notes:
All results expressed as micrograms per liter unless otherwise indicated
mg/L = milligrams per liter
bold = indicates concentrations detected above method detection limits
shaded yellow = indicates concentration exceeds one or more potentially applicable RBCs
DUP = field duplicate
NA = Not Available, no screening value is listed for this analyte
NP = Not provided as no analytes within this analyte suite were detected
>S = This groundwater RBC exceeds the solubility limit. Groundwater concentrations in excess of S indicate that free product may be present.
-- = Not analyzed
J = The result is an estimated value as concentration detected is between method detection limit and reporting limit
U = Not detected above the reported method detection limit

RBCs = Oregon DEQ Risk-Based Concentrations, August 2023 revision
Chronic and Acute Vapor Intrusion Risk-Based Concentrations, March 2024

TABLE 3
Groundwater Sample Analytical Results - Total Metals
Former Ontario Landfill
1901 Verde Drive
Ontario, Oregon

Sample Location	Date Sampled	Arsenic	Barium	Cadmium	Chromium	Lead	Mercury	Selenium	Silver
OLF-MW01	3/20/2025	26.3	224	0.248	12.50	4.36	0.0800 U	21.4	0.200 U
OLF-MW01	8/12/2025	42.9	110	0.200 U	2.18	0.618	0.0800 U	12.9	0.200 U
OLF-MW-dup (Dup of MW01)	8/12/2025	42.7	108	0.200 U	2.31	1.59	0.0800 U	12.7	0.200 U
OLF-MW02	3/20/2025	82.9	302	0.615	53.6	14.3	0.129	9.24	0.200 U
OLF-MW-dup (Dup of MW02)	3/20/2025	87.5	329	0.631	61.2	14.9	0.143	10.2	0.200 U
OLF-MW02	8/12/2025	75.9	21	0.200 U	3.34	0.597	0.0800 U	9.43	0.200 U
OLF-MW03	3/20/2025	95.7	2200	3.01	292	60.3	0.318	11.8	0.414
OLF-MW03	8/12/2025	37.9	42	0.200 U	2.72	1.47	0.0800 U	10.6	0.200 U
OLF-MW04	3/21/2025	166	248	0.246	21.7	5.60	0.0800 U	11.2	0.200 U
OLF-MW04	8/12/2025	125	55.4	0.200 U	2.35	1.04	0.0800 U	13.3	0.200 U
EB-032025	3/20/2025	1.00 U	2.00 U	0.200 U	2.00 U	0.200 U	0.0800 U	1.00 U	0.200 U
EB-081225	8/12/2025	1.00 U	2.00 U	0.200 U	2.00 U	0.200 U	0.0800 U	1.00 U	0.200 U
OLF-TB1 (Trip Blank)	3/20/2025	NA	NA	NA	NA	NA	NA	NA	NA
OLF-TB1 (Trip Blank)	8/12/2025	NA	NA	NA	NA	NA	NA	NA	NA
Residential Ingestion and Inhalation of Tapwater		0.052	4000.0	20.0	30000.0	15.0	6.0	NA	100
Occupational Ingestion and Inhalation of Tapwater		0.31	33000.0	160	250000.0	15.0	49.0	NA	820
Groundwater in Excavation RBC		6,300	>S	130,000	>S	>S	>S	NA	1,100,000

Notes:

All results expressed as micrograms per liter

All results are total metals unless sample location is flagged with a *, which are dissolved metals

bold = indicates concentrations detected above method detection limits

shaded yellow = indicates concentration exceeds one or more potentially applicable RBC

NA = Not Available and/or Not Analyzed, no screening value is listed for this analyte.

>S = This groundwater RBC exceeds the solubility limit. Groundwater concentrations in excess of S indicate that free product may be present.

U = Not detected above the reported method detection limit

RBCs = Oregon DEQ Risk-Based Concentrations, August 2023 revision

TABLE 4
Soil Vapor Sample Analytical Results - Detected Volatile Organic Compounds
Former Ontario Landfill
1901 Verde Drive
Ontario, Oregon

Sample Location	Matrix	Date Sampled	2-Butanone	Hexane	Chloro-methane	Bromo-methane	Ethanol	Acetone	4-Methyl-2-pentanone	Tetrachloro-ethene	2-Hexanone	2-Propanol	Ethyl-benzene	m,p-Xylene	o-Xylene	1,3,5-Trimethyl-benzene	1,2,4-Trimethyl-benzene
OLF-SV01	SV	3/19/2025	52 U	16 U	91 U	170 U	83 UJ	100 U	18 U	30 U	72 U	43 U	19 U	38 U	19 U	22 U	22 U
OLF-SV01	SV	8/13/2025	75	4.5 U	56	50 U	24 U	42	5.3 U	6.9 U	21 U	13 U	6.0	19	7.0	8.8	25
OLF-SV-DUP, Dup of SV01	SV	8/13/2025	60	4.4 U	47	49 U	24 U	42	5.2 U	8.5 U	21 U	12 U	5.5 U	14	5.5	7.2	20
OLF-SV02	SV	3/19/2025	28	3.8 U	22 U	42 U	20 UJ	26 U	4.4 U	7.4 U	18 U	11 U	4.7 U	9.4 U	4.7 U	5.3 U	5.3 U
OLF-SV-DUP, Dup of SV02	SV	3/19/2025	33	3.7 U	22 U	41 U	20 UJ	25 U	4.3 U	7.2 U	17 U	10 U	4.6 U	9.2 U	4.6 U	5.2 U	5.2 U
OLF-SV02	SV	8/13/2025	46	4.2 U	250	85	22 U	280	4.9 U	8.1 U	19 U	44	5.2 U	10 U	5.2 U	5.8 U	5.8 U
OLF-SV03	SV	3/19/2025	18	3.8	22 U	40 U	20 UJ	25 U	4.3 U	7.1 U	17 U	10 U	4.5 U	9.1 U	4.5 U	5.1 U	5.1 U
OLF-SV03	SV	8/13/2025	340	4.1 U	24 U	45 U	60	290	5.3	8.4	31	48	5.1 U	10 U	5.1 U	5.8U	5.8U
Acute Vapor Intrusion Soil Vapor RBC - Residential			170,000	NA	33,000	130,000	NA	2,100,000	NA	1,400	NA	NA	730,000	NA	NA	NA	NA
Acute Vapor Intrusion Soil Vapor RBC - Commercial			500,000	NA	100,000	400,000	NA	6,300,000	NA	4,000	NA	NA	2,200,000	NA	NA	NA	NA
Chronic Vapor Intrusion Soil Vapor RBC - Residential			170,000	24,000	3,100	170	NA	NA	100,000	360	1,000	NA	37	3,500	3,500	2,100	2,100
Chronic Vapor Intrusion Soil Vapor RBC - Commercial			730,000	100,000	13,000	730	NA	NA	440,00	1,600	4,400	NA	160	15,000	15,000	8,800	8,800

Notes:
All results expressed as micrograms per cubic meter
Additional analytes not included in this table were reported as non-detect for all samples
bold = indicates concentrations detected above method detection limits
Dup = field duplicate
NA = Not Available, no screening value is published for this analyte.
J = The result is an estimated value; "+" indicates a potential high bias and "-" indicates a potential low bias.
U = Not detected above the reported value
RBCs = Chronic and Acute Vapor intrusion Risk-Based Concentrations, March 2024
SV = Soil Vapor

TABLE 5
Soil Vapor Sample Field Monitoring Results - Landfill Gases
Former Ontario Landfill
1901 Verde Drive
Ontario, Oregon

Sample Location	Measurement/ Sample Depth (feet)	Date	Oxygen (Field) %	Oxygen (Lab) %	Nitrogen (Field) %	Nitrogen (Lab) %	Carbon Dioxide (Field) %	Carbon Dioxide (Lab) %	Methane (Field) %	Methane (Lab) %	Carbon Monoxide (Lab) %	Ethane (Lab) %	Ethene (Lab) %	Hydrogen (Lab) %	Helium (Lab) %	Hydrogen Sulfide (Field) PPM
Soil Gas Vapor Point and Lab Data																
OLF-SV01	4	3/19/2025	16.69	21	83.10	79	0.12	0.23	0.01	0.00022 U	0.022 U	0.0022 U	0.0022 U	0.022 U	0.48	NA
OLF-SV01	4	8/13/2025	18.19	20	80.70	79	1.22	1.4	0.00	0.00026 U	0.026 U	0.0026 U	0.0026 U	0.026 U	0.50	NA
OLF-SV-dup, Dup of SV01	4	8/13/2025	18.19	20	80.70	78	1.22	1.1	0.00	0.00025 U	0.025 U	0.0025 U	0.0025 U	0.025 U	0.39	NA
OLF-SV02	4.5	3/19/2025	20.47	21	79.32	79	0.19	0.23	0.00	0.00022 U	0.022 U	0.0022 U	0.0022 U	0.022 U	0.11 U	NA
OLF-SV02	4.5	8/13/2025	19.40	20	79.34	79	1.26	1.4	0.00	0.00024 U	0.024 U	0.0024 U	0.0024 U	0.024 U	0.12 U	NA
OLF-SV-DUP, Dup of SV02	4.5	3/19/2025	20.47	21	79.32	79	0.19	0.23	0.00	0.00021 U	0.021 U	0.0021 U	0.0021 U	0.021 U	0.11 U	NA
OLF-SV03	4	3/19/2025	18.41	19	81.51	81	0.11	0.16	0.00	0.00021 U	0.021 U	0.0021 U	0.0021 U	0.021 U	0.10 U	NA
OLF-SV03	4	8/13/2025	18.83	20	79.27	78	1.96	2.2	0.00	0.00023 U	0.023 U	0.0023 U	0.0023 U	0.023 U	0.12 U	NA
Bar-Hole Probe with GEM 2000 Gas Meter Field Data																
SP-1	1	3/17/2025	21.04	--	78.91	--	0.05	--	0.00	--	--	--	--	--	--	0
SP-1	2	8/14/2025	20.15	--	79.75	--	0.11	--	0.00	--	--	--	--	--	--	0
SP-2	2	3/17/2025	20.43	--	79.37	--	0.15	--	0.04	--	--	--	--	--	--	0
SP-2	1.8	8/14/2025	19.71	--	80.24	--	0.06	--	0.00	--	--	--	--	--	--	0
SP-3	1.2	3/17/2025	20.60	--	79.35	--	0.04	--	0.01	--	--	--	--	--	--	0
SP-3	1	8/14/2025	19.36	--	80.45	--	0.21	--	0.00	--	--	--	--	--	--	0
SP-4	1	3/17/2025	20.02	--	79.94	--	0.03	--	0.01	--	--	--	--	--	--	0
SP-4	2	8/14/2025	19.26	--	80.63	--	0.12	--	0.00	--	--	--	--	--	--	0
SP-5	1.2	3/17/2025	19.11	--	80.80	--	0.05	--	0.06	--	--	--	--	--	--	0
SP-5	3	8/14/2025	19.40	--	80.54	--	0.11	--	0.00	--	--	--	--	--	--	0
SP-6	1.8	3/17/2025	20.90	--	78.93	--	0.16	--	0.00	--	--	--	--	--	--	0
SP-6	1	8/14/2025	19.45	--	80.43	--	0.11	--	0.00	--	--	--	--	--	--	0
SP-7	2.3	3/17/2025	21.04	--	78.75	--	0.20	--	0.03	--	--	--	--	--	--	0
SP-7	3.5	8/14/2025	19.47	--	80.35	--	0.23	--	0.00	--	--	--	--	--	--	0
SP-8	1.5	3/17/2025	21.04	--	78.77	--	0.19	--	0.00	--	--	--	--	--	--	0
SP-8	1.5	8/14/2025	19.35	--	80.45	--	0.20	--	0.00	--	--	--	--	--	--	0
SP-9	1	3/17/2025	21.04	--	78.92	--	0.04	--	0.00	--	--	--	--	--	--	0
SP-9	1.5	8/14/2025	18.87	--	80.73	--	0.41	--	0.00	--	--	--	--	--	--	0
SP-10	2.8	3/17/2025	21.04	--	78.93	--	0.03	--	0.00	--	--	--	--	--	--	0
SP-10	1	8/14/2025	19.10	--	80.76	--	0.16	--	0.00	--	--	--	--	--	--	0
SP-11	1.8	3/17/2025	18.09	--	79.90	--	2.00*	--	0.00	--	--	--	--	--	--	0
SP-11	1.5	8/14/2025	18.97	--	80.31	--	0.72	--	0.00	--	--	--	--	--	--	0
SP-12	3.7	3/17/2025	20.77	--	78.85	--	0.37	--	0.00	--	--	--	--	--	--	1
SP-12	1.5	8/14/2025	19.79	--	80.04	--	0.17	--	0.00	--	--	--	--	--	--	0
SP-13	2	3/17/2025	21.04	--	78.89	--	0.06	--	0.00	--	--	--	--	--	--	1
SP-13	2	8/14/2025	18.77	--	80.14	--	1.09	--	0.00	--	--	--	--	--	--	1
SP-14	2.5	3/17/2025	20.68	--	79.25	--	0.04	--	0.03	--	--	--	--	--	--	0
SP-14	1.5	8/14/2025	18.61	--	81.31	--	0.08	--	0.00	--	--	--	--	--	--	0
SP-15	1	3/17/2025	21.04	--	78.88	--	0.04	--	0.03	--	--	--	--	--	--	0
SP-15	1.5	8/14/2025	19.25	--	80.72	--	0.04	--	0.00	--	--	--	--	--	--	0
SP-16	2	3/17/2025	21.04	--	78.88	--	0.05	--	0.04	--	--	--	--	--	--	0
SP-16	2	8/14/2025	19.57	--	80.46	--	0.02	--	0.01	--	--	--	--	--	--	0

Notes:

Additional analytes not included in this table were reported as non-detect for all samples

bold = indicates concentrations detected above method detection limits

Dup= field duplicate

NA = Not analyzed

U = Not detected above the reported value

SV = Soil Vapor Points

SP = Soil Vapor Bar Probe

-- = not measured



1

01/22/26

Ontario Police Department

- **Automated Traffic Enforcement**
- **Photo Redlight Study**

Jason Cooper
Chief of Police





Traffic Study



ONTARIO
OREGON

01/22/26

4 Intersections Selected

- - East Idaho Avenue / East Lane
 - - East Idaho Avenue / Goodfellow Drive
 - - Oregon Street / Idaho Avenue
 - - SW 4th Avenue / SW 4th Street
-
- (14) Cameras utilized*
 - * (2) directions were compromised due to road curvature and obstruction(s).





Traffic Study



ONTARIO
OREGON

01/22/26

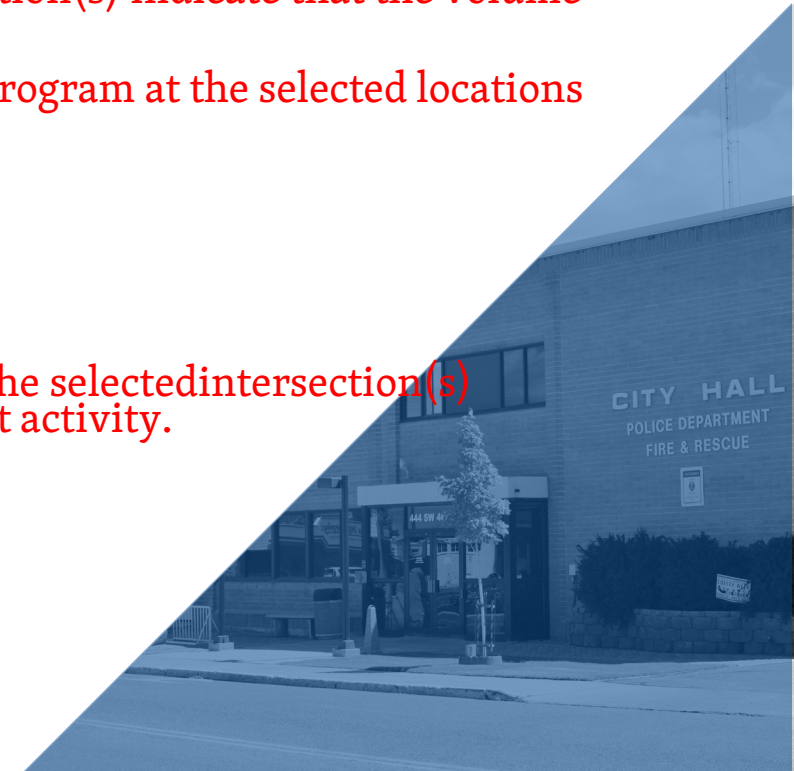
➤ Two Components of Traffic Study:

1. Speed Analysis

- Based on the company analysis, the observed traffic speeds at the selected intersection(s) indicate that the volume of potential speed violations would be relatively low.
- Given these findings, it appears unlikely that implementation of an enforcement program at the selected locations would generate sufficient activity to be self-sustaining.

2. Red light Analysis

- Based on the company analysis, the observed traffic control device compliance at the selected intersection(s) indicate that the volume of potential stop light violations would generate sufficient activity.



Fixed Red-Light Safety Camera

Road Safety Camera Program



WHAT IT FEATURES:

**3DHD
RADAR**

**MULTIPLE 12MP
CAMERAS**

**HD 1080P
VIDEO**



**DETECTS SIX
LANES**

**TRACKS 256
OBJECTS**

LED ILLUMINATION

WHY IT MATTERS:

HIGH ENFORCEMENT RATES

Our superior image quality ensures high enforcement rates due to a greater number of legible plate images.

MINIMIZED LIGHT POLLUTION

Low wattage LED flash provides a targeted burst of light that will not distract other drivers or local businesses.

SUPERIOR RELIABILITY & PERFORMANCE

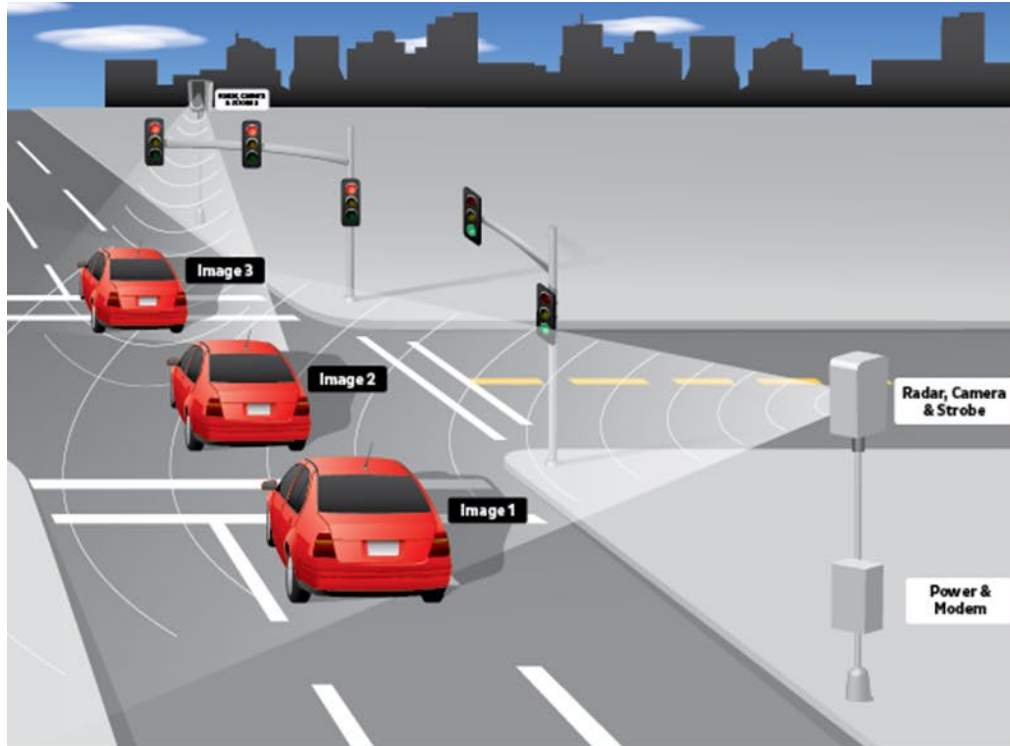
Radar is more accurate and effective than Lidar-based systems in harsh weather conditions (rain, snow, fog, etc.)

HIGH DEGREE OF ACCURACY

Our system improves enforcement success rates that leads to more streamlined back-office processing of events.

How It Works: Red-Light Safety Camera | Driver Liability/Face Capture

Mobility Road Safety Camera Program



The **1st Image** records the vehicle behind the violation point while the light is red.

The **2nd Image** records the vehicle proceeding through the intersection while the light is red.

The **3rd Image** records the driver of the vehicle.

*pole and equipment structure vary based on intersection design

Step 1: The system activates upon entering the intersection on a red light. The automated safety camera captures multiple images of an alleged violation from the rear and front of the vehicle.

Step 2: The first image shows the vehicle prior to entering the intersection while the light is red.

Step 3: The second image shows the vehicle proceeding through the intersection on a red light.

Step 4: The third image, taken by camera two, identifies the driver of the vehicle.

Step 5: The license plate image is a close-up from one of the images captured.

Step 6: Data, including the time, date, and duration of the yellow and red lights, is also recorded.

Step 7: In addition to the still shots, digital video is recorded of the violation, typically 12-seconds, including six seconds prior to and six seconds after running the red light.



Financial Impact



01/22/26

- 5-year contract with City
- Estimated monthly cost per camera ~ \$ 5,250
- Estimated Monthly cost for (14) Cameras ~ \$ 73,500
- Estimated Annual Program Cost ~ \$ 882,000
- Estimated 5-year Program Cost ~ \$ 4.410 Million
- No Equipment or installation costs---included with the contract





Pre-implementation requirements



01/22/26

- A. ODOT right of way for applicable traffic light intersections
 - Approval process for installation & permits (Unknown cost to city)
 - Power source needed (Unknown cost to city)

- B. Non-ODOT right of way for applicable traffic light intersections
 - Construction permits from city
 - Power source needed (Unknown cost to city)

- C. Public information campaign to inform local drivers about the use of camera before citations are actually issued. (30-day grace period)



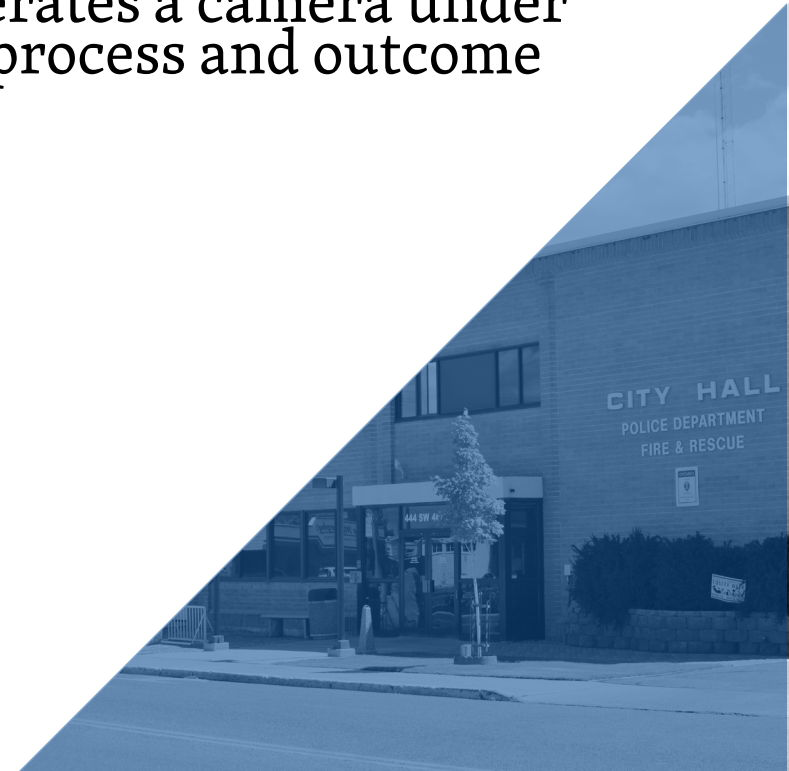


Additional program requirements



01/22/26

- Once each biennium, conduct a process and outcome evaluation on the program effectiveness pertaining to traffic safety, degree of public acceptance, and process of administration on the use of cameras.
- By March 1 of each odd-numbered year, each city that operates a camera under this section shall present to the Legislative Assembly the process and outcome evaluation.





Cost/Fine Assessment/Net Projections



ONTARIO
OREGON

01/22/26

Assumptions*

Presumptive Fine = \$265.00 (Actual \$99.50)

Minimum Fine = \$135.00 (Actual \$34.50)

(*75% of fines collected w/100%G.F.)

VERRA PHOTO REDLIGHT

Direction	Location	Citations issued per month 12-18 months	Citations issued per month 18+ months	Verra Fee* (Monthly)	Potential City Redlight Net Revenue Per Month* (Presumptive fine)	Potential City Redlight Net Revenue Per Month* (Minimum Fine)
NB	EAST LN N @ E IDAHO AVE	66	44	\$ 5,250	\$ (1,959)	\$ (4,109)
SB	EAST LN N @ E IDAHO AVE	156	104	\$ 5,250	\$ 2,518	\$ (2,556)
EB	E IDAHO AVE @ EAST LN N	347	231	\$ 5,250	\$ 12,011	\$ 735
WB	E IDAHO AVE @ EAST LN N	216	144	\$ 5,250	\$ 5,496	\$ (1,524)
SB	SE GOODFELLOW ST @ E IDAHO AVE	145	97	\$ 5,250	\$ 1,959	\$ (2,750)
EB	E IDAHO AVE @ SE GOODFELLOW ST	351	234	\$ 5,250	\$ 12,212	\$ 805
WB	E IDAHO AVE @ SE GOODFELLOW ST	347	231	\$ 5,250	\$ 12,011	\$ 735
NB	S OREGON ST @ W IDAHO AVE	86	57	\$ 5,250	\$ (996)	\$ (3,775)
SB	S OREGON ST @ W IDAHO AVE	95	63	\$ 5,250	\$ (526)	\$ (3,612)
EB	W IDAHO AVE @ S OREGON ST	171	114	\$ 5,250	\$ 3,235	\$ (2,308)
WB	W IDAHO AVE @ S OREGON ST	141	94.2	\$ 5,250	\$ 1,780	\$ (2,813)
NB	SW 4TH ST @ SW 4TH AVE	86	57	\$ 5,250	\$ (996)	\$ (3,775)
EB	SW 4TH AVE @ SW 4TH ST	214	142.5	\$ 5,250	\$ 5,384	\$ (1,563)
WB	SW 4TH AVE @ SW 4TH ST	214	142.5	\$ 5,250	\$ 5,384	\$ (1,563)
	TOTALS	2633	1756	\$ 73,500	\$ 57,512	\$ 31,836
	ANNUAL	31,596	21,072	\$882,000	\$690,144	\$382,032



Traffic Fine Distribution



01/22/26

811.265 Fail to obey a traffic control device-Class B Traffic Violation

- A person commits the offense of driver failure to obey a traffic control device if the person drives a vehicle and the person does any of the following:
 - (a) Fails to obey the directions of any traffic control device.
 - (b) Fails to obey any specific traffic control device described in [ORS 811.260 \(Appropriate driver responses to traffic control devices\)](#) in the manner required by that section.

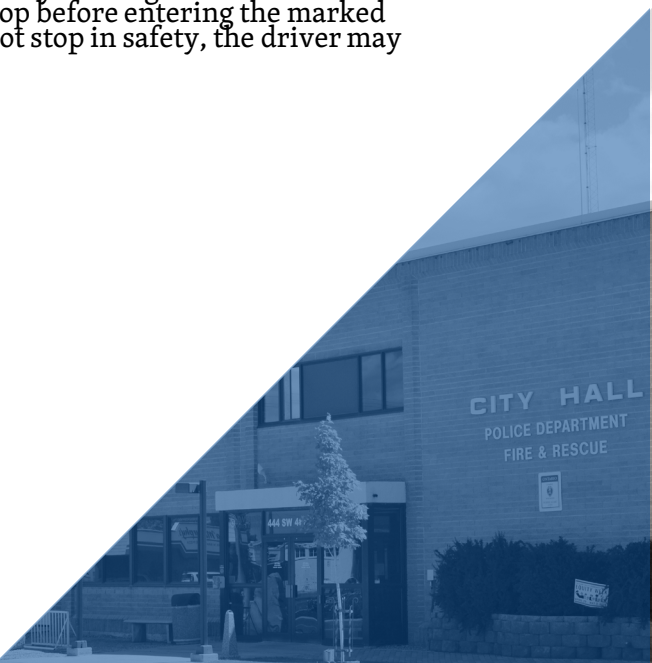
Steady circular yellow signal. A driver facing a steady circular yellow signal light is thereby warned that the related right of way is being terminated and that a red or flashing red light will be shown immediately. A driver facing the light shall stop at a clearly marked stop line, but if none, shall stop before entering the marked crosswalk on the near side of the intersection, or if there is no marked crosswalk, then before entering the intersection. If a driver cannot stop in safety, the driver may drive cautiously through the intersection.

Presumptive Fine = \$265.00

Minimum Fine = \$135.00

<u>Fine</u>	<u>State</u>	<u>County Assessment</u>	<u>(County</u> + <u>City)</u>
\$265.00	\$50	\$16	\$99.50 \$99.50
\$135.00	\$50	\$16	\$34.50 \$34.50

**Fee distribution for traffic offenses regulated by Oregon revised statutes 153.633, 153.645





Police Staffing & Financial Impact



ONTARIO
OREGON

01/22/26

➤ Officer Review of Citation(s) – Per Month

- | | | |
|---|---------------------|----------------|
| ➤ Estimated citations issued first 12-18 months | ~2,633 | |
| ➤ Estimated review time per violation 1-2 minutes | 43.88hrs – 87.76hrs | (officer time) |
| | | |
| ➤ Estimated citations issued after 18+ months | ~1,756 | |
| ➤ Estimated review time per violation 1-2 minutes | 29.26hrs – 58.53hrs | (officer time) |





Malheur Justice Court



01/22/26

Citation(s) - 3-year totals [Malheur Sheriff, Ontario Police, Nyssa Police, Oregon State Police, & Oregon Department of Transportation]

2023 Total Citation(s)- **8,449**
 Total Offense(s)- **9,727**

2024 Total Citation(s)- **9,465**
 Total Offense(s)- **11,899**

2025 Total Citation(s)- **9,801**
 Total Offense(s)- **11,816**

2026 Total Citations(s) - **41,397 (Projected)**
 +322% increase in volume

Additional Consideration(s)

- Staffing issues to process citations
- Efficiency





alheur Justice Court Impact



ONTARIO
OREGON

12/10/25

➤ Financial Data-

➤ 2023	<u>Bail</u>	<u>Fine</u>	<u>Imposed</u>	<u>Court Cost/other</u>	<u>Paid</u>	<u>Balance</u>	<u>%</u>
	\$ 497,441	\$ 135,140	\$ 417,295	\$ 445.00	\$ 91,852	\$ 325,887	(22% collected)
➤ 2024	<u>Bail</u>	<u>Fine</u>	<u>Imposed</u>	<u>Court Cost/other</u>	<u>Paid</u>	<u>Balance</u>	<u>%</u>
	\$ 774,153	\$ 196,397	\$ 633,062	\$ 310.00	\$143,023	\$ 490,348	(22% collected)
➤ 2025	<u>Bail</u>	<u>Fine</u>	<u>Imposed</u>	<u>Court Cost/other</u>	<u>Paid</u>	<u>Balance</u>	<u>%</u>
	\$ 883,925	\$ 165,865	\$ 636,220	\$ 8,386	\$ 108,031	\$ 536,575	(17% collected)

CITY HALL
POLICE DEPARTMENT
FIRE & RESCUE

Turnkey Program Services



TOTAL PROGRAM SUPPORT

From installation to paid citation and beyond, we've got you covered.

- > Equipment
- > Training
- > Reporting
- > Installation
- > Event Processing
- > Public Awareness
- > Maintenance
- > Citation Printing
- > Call Center
- > Management
- > Citation Mailing
- > Court Integration



Administrative Multi-Step Process



01/22/26

1. Alleged violation is identified/captured through Photo Red Light System vendor.
2. The violation goes through a screening process with the vendor. Once verified, the violation is sent to the law enforcement agency for final review.
 - Ensures digital photographs, video of violation, data, and registered owner information is accurate as possible.
3. If any of this information does not meet stringent quality control standards, the citation is not issued.
 - common reasons for not being issued:
 - a. Driver is not identifiable
 - b. Driver gender does not match registered owner
 - c. License plate cannot be determined/verified
 - d. Photo red light equipment issue
 - e. Photo alignment
 - f. Sun glare/obstructions
 - g. License plate obstruction
4. During final review, the officer makes determination to not issue/issue citation. Once affirmed their electronic signature is affixed to citation.
5. Vendor prints and mails traffic citation, along w/(4) images of the violation incident to registered owner.





Administrative Multi-Step Process



ONTARIO
OREGON

01/22/26

6. Registered owner is provided with access to vendor portal to view video of the violation if so desired. An explanation letter, rights information (normally found on back of UTC), and access to a Certificate of Innocence/Certificate of Non-liability form (to complete if they were not the driver of the vehicle at time of violation).
7. Traffic citation must be mailed to the registered owner, or to the driver if identifiable, within 10 business days of the alleged violation.
8. The registered owner is given 30 days from the date of the citation is mailed to respond to the citation.
9. A rebuttable presumption exists that the registered owner of the vehicle was the driver when the citation was issued and delivered. (ORS 810.436)
10. A registered owner of a vehicle may respond by mail to a citation issued within 30 days from the mailing of a citation with a "certificate of innocence" swearing or affirming that the owner was not the driver of the vehicle AND providing a photocopy of the owner's driver's license. The Jurisdiction (Court) that receives the certificate of innocence shall dismiss the citation without requiring a court appearance by the registered owner. The citation may be reissued once, only to the registered owner and only if the jurisdiction verifies that the registered owner appears to have been the driver at the time of the violation.
11. If a business or public agency responds to a citation issued, within 30 days from the mailing of the citation, a certificate of non-liability stating that at the time of the alleged violation





Administrative Multi-Step Process



01/22/26

12. If a business or public agency responds to a citation issued, within 30 days from the mailing of the citation, a "certificate of non-liability" stating that at the time of the alleged violation the vehicle was in the custody and control of an employee or renter/lessee under the terms of a rental agreement/lease, the citation can be dismissed. The business or public agency **MUST** provide the driver's license number, name /address of the employee, renter or lessee. A citations may then be re-issued to that individual identified in the certificate of non-liability.
13. Registration information is determined through Oregon DMV records. It is a requirement of Oregon Law to maintain updated address information with the Dept. of Motor vehicles.





ONTARIO
OREGON

01/22/26





**AGENDA REPORT
OLD BUSINESS
January 27, 2026**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **RESOLUTION #2026-101: SUPPLEMENTAL BUDGET FOR LIONS PARK
PARKING AND FLAGPOLE**

DATE: January 20, 2026

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2026-101: A SUPPLEMENTAL BUDGET TO APPROPRIATE FUNDS TO REPLACE THE FLAG POLE AT LIONS PARK FOR A NOT TO EXCEED AMOUNT OF \$50,000 AND CONSTRUCT ADDITIONAL PARKING AT LIONS PARK FOR A NOT TO EXCEED AMOUNT OF \$125,000.

SUMMARY:

Attached is Resolution #2026-101.

BACKGROUND:

During the January 13, 2026, City Council meeting, the City Council approved the replacement of the flag pole at Lions Park, and to construct additional parking at Lions Park contingent on staff bringing back a resolution with the funding.

CURRENT SITUATION:

The General Fund beginning fund balance came in higher than expected due to various items such as higher property taxes and marijuana taxes. The unexpected additional beginning balance is enough to fund the flagpole and Lions parking lot projects. The flagpole is being budgeted at not to exceed \$50,000 and the Lions Park parking lot is at not to exceed \$125,000.

ANALYSIS:

- A. **STRATEGIC PLAN** No direct impact to the strategic plan.
- B. **FINANCIAL** These projects will increase the General Fund beginning balance by \$175,000 and appropriate the projects in the Parks Department of the General Fund.
- C. **TIMING** As soon as the funding is approved, staff can work on completing the two projects.

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

ALTERNATIVES:

A. Take No Action - The Council could take no action on this matter; this would mean the two projects wouldn't get done.

RECOMMENDATION:

Staff recommends the approval of Resolution #2026-101.

ATTACHMENTS:

1. Resolution #2026-101 - Supplemental Budget for Flagpole and Lions Park Parking



RESOLUTION #2026-101

A SUPPLEMENTAL BUDGET TO APPROPRIATE FUNDS TO REPLACE THE FLAGPOLE AND TO CONSTRUCT ADDITIONAL PARKING AT LIONS PARK

WHEREAS, The General Fund beginning fund balance unexpectedly came in higher than budget due to many factors including higher property taxes and marijuana taxes; **and**

WHEREAS, The flagpole at Lions Park was destroyed in a windstorm and the Ontario City Council would like to replace the flagpole; this is estimated to cost between \$35,000 to \$50,000; **and**

WHEREAS, The city would like to construct a parking lot at Lions Park to add additional parking; this is estimated to cost approximately \$125,000; **and**

WHEREAS, The city desires to modify the 2025-2026 budget to appropriate the funding.

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

Line Item	Item Description	FY 25-26 Budget	Amount of Change	Adjusted Budget
GENERAL FUND				
001-000-406000	Available Cash on Hand	\$4,695,701	\$175,000	\$4,870,701
001-020-714138	Lions Park Parking Lot	\$ -	\$125,000	\$125,000
001-020-714139	Lions Park Flagpole	\$ -	\$50,000	\$50,000

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 27th day of January 2026, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 27th day of January 2026.

Deborah K. Folden, Mayor

ATTEST

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
OLD BUSINESS
January 27, 2026**

To: Mayor and City Council

FROM: Dan Cummings, City Manager/Community Development Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **RESOLUTION #2026-102: APPROVING AMENDMENTS TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN CITY OF ONTARIO AND IAFF LOCAL 3464**

DATE: January 20, 2026

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE RESOLUTION #2026-102, A RESOLUTION AMENDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ONTARIO AND IAFF LOCAL 3464 AND AUTHORIZE THE MAYOR AND CITY MANGER TO SIGN THE AGREEMENT.

SUMMARY:

The existing Collective Bargaining Agreement [CBA] between the City of Ontario [City] and the International Association of Firefighters (IAFF) union expired on June 30, 2025.

The city team, consisting of City Manager Dan Cummings and Fire Chief Clint Benson, began negotiating with representatives from the IAFF in late May and early June and have tentatively agreed on the terms of the amendments to the CBA.

BACKGROUND:

The existing CBA between the City and the IAFF union expired on June 30, 2025. The City team, consisting of City Manager Dan Cummings and Fire Chief Clint Benson, began negotiating with representatives from the IAFF in late May and early June. Negotiations went very smoothly with the teams who presented proposed changes by both parties. Due to work conflicts with the City team, negotiations were put on hold until November. Final negotiations were completed in mid-December and final changes were sent to the City Attorney for contract modifications, then sent to the IAFF attorney for approval and signatures.

CURRENT SITUATION:

The Agreement has been approved by the City team staff and by the IAFF and is being presented to City Council for their approval.

ANALYSIS:

- A. **STRATEGIC PLAN** None.
- B. **FINANCIAL** The benefits with the CBA will be reactive to July 1, 2025. The agreed-upon pay and benefits fit within the anticipated budget established during the 2025-2026 budget approval.
- C. **TIMING** The CBA amendments need to be approved by the City Council as soon as possible.
- D. **POLICY/LLEGAL** The City Council is the final approving body of city contracts and agreements with Union Associations.

ALTERNATIVES:

Cancel could table this action and call for further negotiations.

RECOMMENDATION:

Staff recommends the City Council approve Resolution #2026-102 amending the IAFF CBA.

ATTACHMENTS:

- 1. Resolution #2026-102 Amending CBA between the City and IAFF Local 3464
- 2. City of Ontario - IAFF CBA 2025-2028 (Final), Association signed-1-15-26



RESOLUTION #2026-102

A RESOLUTION APPROVING AMENDMENTS TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ONTARIO AND IAFF LOCAL 3464

WHEREAS, The City of Ontario (City) has negotiated in good faith with representatives of the International Association of Fire Fighters (IAFF) union; and

WHEREAS, The negotiating staff and the IAFF representatives have come to a tentative agreement; and

WHEREAS, The City and IAFF agree to make the benefits and pay retroactive as of July 1, 2025.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, that this Resolution #2026-102 replaces and supersedes all previous resolutions and the attached Amended Collective Bargaining (CBA) dated July 1, 2025, through June 30, 2028, once approved by this resolution is the official CBA between the City of Ontario and International Association of Fire Fighters (IAFF) Local 3464.

BE IT FURTHER RESOLVED that the benefits and pay within the CBA are retroactive to July 1, 2025.

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this ____ day of _____ 2026, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this ____ day of _____, 2026.

ATTEST:

Deborah K. Folden, Mayor

Tori Barnett, MMC, City Recorder

COLLECTIVE BARGAINING AGREEMENT

between

City of Ontario,
Oregon and
Local 3464, International Association of
Firefighters



July 1, 2025 through June 30, 2028

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**AGREEMENT OF
CITY OF ONTARIO, OREGON
AND
LOCAL 3464, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

PREAMBLE

This Agreement is entered into by and between the City of Ontario, hereafter referred to as the "City," and the International Association of Firefighters, Local 3464, hereafter referred to as the "Union."

The purpose of this Agreement is to set forth the full and complete agreement between the parties on wages, hours, and other conditions of employment, and the rights and procedures of adjustment or settlement of grievances or disputes, which shall be in accordance with the terms of this contract.

ARTICLE 1 – RECOGNITION

1.1. Recognition.

The City recognizes the Union as the exclusive bargaining representative for all full-time paid fire suppression, inspection, and prevention employees, excluding all non-career firefighters (members of the Ontario Volunteer Firefighters' Association), management and confidential employees, and contract employees on the Regional HazMat Team.

1.2. New Classifications.

New Classifications may be developed within the fire services by the City, and a wage scale assigned. The City shall forward the new classification and wage scale to the union for its review. If the parties cannot agree, the contract may be reopened on the wage scale for the new classification.

1.3. Probation.

Appointments are made for a probationary period of one year. This probationary period can be extended by the Fire Chief if, in his/her opinion, the employee has not satisfactorily completed his probation. The probationary period shall be a part of the examining process to determine the qualifications of the candidate. During this probationary period, an employee may be disciplined, suspended, or discharged without appeal, and serves at the pleasure of the City.

A promotional appointment shall be made for a probationary period of one year. During this probationary period, if the Fire Chief believes the employee is not qualified to hold the position to which the employee has been appointed, he/she will be returned to the last position held without right of appeal.

ARTICLE 2 – NON-DISCRIMINATION

2.1. Protected Classes.

This Agreement shall be applied equally to all members of the bargaining unit regardless of race, sex, age, color, religion, national origin, disability which can be reasonably accommodated in the fire service, marital status or political affiliation, and the parties shall not discriminate on any such basis in setting terms and conditions of employment.

2.2. Union Activities.

Employees shall have the right to join and participate in the activities of the Union for the purpose of representation in matters related to wages, hours and working conditions. Employees shall have the right to refuse to join or participate in the activities of the Union. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of these rights.

ARTICLE 3 – UNION SECURITY/DUES CHECKOFF

3.1. Dues Deduction.

The City, when so authorized and directed in writing by an employee member of the Union on an authorized form approved by the City and the Union, will deduct regular Union dues and assessments from the wages of the employee. Neither the City nor the Union will be held liable for check off or remittance errors, and the parties will cooperate in making proper adjustments for errors as soon as practicable.

3.2. Indemnification.

The Union will indemnify, defend, and hold the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement, or any combination thereof, arising from the application of this Article. In the event that any part of this Article shall be declared invalid or that the monthly service fee should be ordered reimbursed to any non-member, the Union and its members shall be solely responsible for such reimbursement.

3.3. Bulletin Board.

The City agrees to allow suitable wall space in the fire stations, for bulletin boards, not to exceed 3' x 4', to be used by the Union for the posting of notices and bulletins to such bulletin board, which shall be used only for the following Union notices and bulletins:

- a. Recreation and social affairs of the Union
- b. Union meetings
- c. Union elections
- d. Reports of Union committees
- e. Rulings or policies of the International Union
- f. Communications from the Union to the bargaining unit
- g. Other related items

3.4. Use of Facilities.

The City agrees to reasonable use of the fire stations for purpose of holding Union meetings. Such meetings may be held after approval by the City of reasonable request to the City Manager, or his/her designee, and must conform to City policy governing such use. Such use shall be consistent with the operating needs of the fire service and not in conflict with any prior scheduled use of the building. The Union shall not use City owned or purchased vehicles, equipment, supplies, facilities, or services for Union business without prior written authorization, or without complying with City arrangements related to reimbursement.

ARTICLE 4 – MANAGEMENT RIGHTS

It is recognized that an area of responsibility must be reserved so that the City can serve the public effectively. Except to the extent expressly abridged by specific provision of this agreement, it shall be recognized that the responsibilities of management are exclusively functions to be exercised by the City and are not subject to negotiation or the grievance procedure. By way of illustration and not limitation of the following are listed as such management functions:

4.1. Financial and Personnel Management.

The determination of the City's financial, budgetary, accounting and organization policies and procedures. The City retains the right to establish and revise periodically job descriptions, work rules, and rules of conduct.

4.2. Policies and Rules.

All employees shall comply with published rules. Changes or additions to the rules shall be provided to the Union at the time issued. Violations shall be grounds for appropriate discipline.

The continuous overseeing of personnel policies and procedures and programs promulgated under any ordinance or administrative policy of the City establishing and revising personnel rules and regulations not inconsistent with any other term of this Agreement.

4.3. General Supervision.

The management and direction of the work force including, but not limited to, the right to determine the methods, processes, and manner of performing work; the determination of the duties and qualifications to be assigned or required and determination of job classification; the right to discipline and discharge for just cause; the right to lay off the lack of work or fund; the right to abolish positions or reorganize within the Department; the right to purchase, dispose, and assign equipment or supplies; and the right to determine staffing requirements of the apparatus.

4.4. Overtime Assignments.

The City has the right to schedule overtime as required in the manner most advantageous to the City and consistent with the requirements of municipal employment in the public interest.

4.5. Subcontracting.

The City agrees to comply with the Public Employee Collective Bargaining Act (PECBA) before contracting out work which reduces the regular hours of work of employees, or which reduces the size of the bargaining unit.

4.6. Prevailing Practices.

Hours, wages and working conditions enumerated by Oregon law enjoyed by the employees at the present time which are not included in this Agreement, and which constitute employment relations and mandatory subjects of bargaining under the PECBA shall remain in force for the life of the Agreement unless changed by mutual consent. The parties recognize the City's full right to direct the workforce, issue rules and regulations, and establish procedures; nevertheless, the City will meet and confer with the Union concerning any amendments and consider any points of view the Union may express before any modification is adopted. If a change is made in a mandatory subject of bargaining, the City will provide notice and bargain as required by the PECBA.

4.7. Fire Department SOP/SOG Manual.

The City agrees to furnish each employee of the bargaining unit with a current electronic copy of the SOP/SOG Manual. The Union shall have the right to meet and consult with the City in the formation and modification of the SOP/SOG Manual, subject to the Public Employee

Collective Bargaining Act. Said manual shall be considered as a supplemental document to this Agreement and by reference is incorporated herein.

ARTICLE 5 – SENIORITY LAYOFF AND RECALL

5.1. Seniority.

The Union shall provide the City with a seniority list ranking all employees as of the signing of the Agreement. "Seniority" shall mean the length of continuous service as an employee of the City Fire Department, computed from the date of the employee's last hire date. Where two (2) employees have the same hire date, the employee whose application was first received shall be deemed the senior employee.

Seniority shall be terminated if an employee:

- a. Resigns;
- b. Is discharged for just cause;
- c. Is laid off and fails to respond to a written notice of recall;
- d. Is laid off work for a period of time greater than 12 months or a period of time equal to the employee's seniority, whichever is shorter;
- e. Is retired.

5.2. Layoff.

In the event of reduction in work force, layoffs shall be made by classification in the following manner:

- a. Probationary employees with less than one (1) year service with the Department shall be laid off first.
- b. Any employee who is to be laid off who has advanced to the present position and classification from a previous classification may elect to displace the least senior employee in the previous classification.
- c. No regular employee shall be laid off while there are probationary employees still employed within the bargaining unit. As used in this section, "Probationary Employee" means an employee who has not achieved status.

5.3. Eligibility Lists.

For a period of one (1) year following the date of layoff, an employee shall be classified as on layoff status and the employee's name will be maintained on the "layoff eligible" list by the

City. The names on said list are in the reverse order of their layoff. If the employee notifies the City at the end of the one (1) year period or sooner that he/she no longer wishes to continue layoff status, then the employee's name shall be removed from the layoff eligible list, and he/she shall be deemed terminated. An employee in layoff status shall promptly inform the City of any change of address. He/she shall be deemed terminated if a letter mailed to his/her last address recorded with the City is returned unclaimed.

5.4. Recall.

Recall of employees to active employment shall be made in order of their names on the layoff eligible list, unless that employee has been deemed terminated or the employee does not report for work within fourteen (14) days of written notice of recall. No person shall be hired to fill any position within the bargaining unit except as provided in this Article as long as any employee remains on layoff status.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

6.1. Overtime.

The City shall pay overtime using the applicable hourly rate multiplied by one and one-half for overtime hours worked, in accordance with the Fair Labor Standards Act (FLSA). For the calculation of overtime, paid leaves count as hours worked. Paid leaves are vacation, sick, and holiday.

6.2. Work Cycle.

The normal work cycle shall be defined as twenty-four (24) consecutive days. The normal required work schedule shall be twenty-four (24) hours of continuous regular duty, followed by forty-eight (48) hours of continuous off duty time, subject to recall for emergency duty and drills as determined and directed by the Fire Chief. The parties' work cycle is pursuant to the FLSA "7k" exemption as noted in Section 6.3.

6.3. Unscheduled Overtime.

Except as otherwise provided in this Agreement, employees shall be paid overtime at the rate of one and one-half their regular rate of hourly pay for work performed in excess of the required regular duty as set forth in Section 6.2 of this Article. Additionally, Firefighters shall be paid overtime and in accordance with the requirements of the Fair Labor Standards Act, based on the agreed twenty-four (24) day work period, as long as it is applicable. The City will pay overtime at the prescribed rate for work performed in excess of one hundred eighty-two (182) hours of

regular duty in the twenty-four (24) day work period. When an employee has not performed one hundred eighty-two (182) hours of regular duty and is not scheduled for that amount of hours in the twenty-four (24) day work period including any authorized leave, vacation, or sick leave, the employee may elect to work at the straight time rate filling positions other than sick leave, vacations, or unfilled permanent positions in addition to the employee's regularly scheduled hours per work period. The City shall not pay more than the rate of pay for the position being filled.

- a. 40-Hour Personnel. Employees may be assigned a forty (40) hour work week when to do so is necessary due to their regular assignment, a special assignment, or for training. Forty (40) hour personnel will be compensated for hours worked in excess of forty (40) hour work week. The hourly rate of pay will be computed by dividing the monthly wage by 173.33.
- b. Rounding. Any portion of fifteen minutes worked shall be considered one-quarter (1/4) hour for the purpose of computing overtime.
- c. Call Back. An employee recalled for reasons other than weekly drills on a day off shall be paid a minimum of two (2) hours pay at the overtime rate.
- d. FLSA Compliance. Any term of this Agreement or practice of the City, which is found inconsistent with the FLSA, shall be modified and brought into conformance.

6.4. Shift Trades.

Upon approval of the Fire Chief or his designee, the City will allow employees to exchange shifts without limit (except probationary personnel) so long as the person working the time is qualified to perform the duties of the position. Approval of an exchange must be given in advance and should be requested at least the shift worked prior to the exchange (3 calendar days). Approved trades must be recorded on a shift exchange request form. Payback of the trade is an employee responsibility.

6.5. Attendance at Drills.

Personnel are encouraged to attend 50% of the night training drills. The department may require other special training classes unless excused by a chief officer; in addition, the City may mandate attendance by all personnel when the subject of training is mandated by law or regulation and/or is necessary to maintain a license. Attendance at night drill meetings usually will be limited to two (2) hours per drill but may be longer when necessary.

6.6. Pager Response.

If issued by the City, firefighters may be required to ensure their pager, or alternative alerting technology, is on and in good working order, and to carry a pager when in the Ontario area. Firefighters shall respond to call backs initiated by incident command whenever the firefighter is reasonably available. Being engaged in the performance of work on a second job does not, in and of itself, render a firefighter unavailable, although other circumstances could do so.

ARTICLE 7 – HOLIDAYS

7.1. Designated Holidays.

Shift personnel who work on the following holidays shall receive holiday pay:

1. New Year's Day
2. Martin Luther King's Day
3. President's Day (3rd Monday in February)
4. Memorial (last Monday in May)
5. Independence Day
6. Labor Day (first Monday in September)
7. Veteran's Day (November 11th)
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Day

The time span of designated holidays for 56-hour shift personnel shall be the 24-hour period beginning at 7:00 a.m. of the holiday. For 40-hour shift personnel, it shall begin at midnight of the holiday.

7.2. Holiday Pay.

Employees who work on a holiday shift shall be paid at the rate of two times the employee's hourly wage for the hours worked on the holiday. An employee's hourly wage is set forth in Article 24.

ARTICLE 8 – VACATION

8.1. Rate of Accrual.

Vacation time for regular employees shall accrue as follows:

56-Hour Shift Personnel	Monthly	Annual
1-60 months of employment	14 hours	168 hours
61-120 months of employment	19 hours	228 hours
121-180 months of employment	24 hours	288 hours
181-240 months of employment	26 hours	312 hours
241+ months of employment	28 hours	336 hours
 40- Hour Shift Personnel	 Monthly	 Annual
1-60 months of employment	11 hours	132 hours
61-120 months of employment	14 hours	168 hours
121-180 months of employment	17 hours	204 hours
181-240 months of employment	18 hours	216 hours
241+ months of employment	19 hours	228 hours

Vacation time accrues at the end of each month worked. Vacation time accrued during one calendar year shall be taken during the following calendar year.

8.2. Carryover.

An employee may carry over unused vacation time equivalent to the annual vacation allowance earned by the employee in the preceding calendar year. Carryover of vacation accrual may not exceed one (1) year's accrual without prior approval of the City Manager. No employee may accrue more than double that employee's annual vacation accrual rate.

8.3. Maximum Consecutive Vacation Time Off Per Year.

Employees will not take more than three (3) weeks consecutive vacation without approval of the City Manager.

8.4. Scheduling Vacation Time Off.

Vacation time shall be scheduled by mutual agreement between the firefighters and the Chief, or his/her designee, based on the efficient operating needs of the City and availability of

relief. The bargaining unit shall be allowed one member of the assigned shift force to be off on vacation or holiday per shift, except during periods of employee illness or injury over five (5) consecutive days. Employees shall be allowed vacation time off when qualified relief is available as specified below. Vacation time shall be administered as follows:

- a. Firefighters should turn in a written vacation request at least two weeks prior to desired time off. Less than two weeks' notice will not be cause for vacation denial; however, granted time off will be strictly at the discretion of the Fire Chief.
- b. In January, each firefighter will have the opportunity to sign up for (2) two shifts of planned vacation based on seniority at the start of the vacation year calendar. This is to allow firefighters some long-term vacation planning.
- c. Once each firefighter has had the opportunity to sign up for two shifts of planned vacation based on their seniority, firefighters will be allowed to request additional vacation on a first come basis at any time during the vacation calendar year.
- d. Request for vacation shall be approved or denied (with cause) in writing within one week of receipt of request. If request is denied because relief personnel are not available at the time of request, firefighter may elect to keep the request open pending relief personnel availability or may seek a shift exchange.
- e. All vacations will be posted on a yearly calendar. The calendar will be posted in the staff office and accessible to all career and qualified on-call non-career shift relief personnel.
- f. Career staff will have the first chance to backfill shifts, then qualified part-time staff.
- g. If a qualified on-call non-career firefighter takes a one-week block of vacation from his/her normal full-time job for the purpose of working for Ontario Fire Department, he/she will be allowed the opportunity to work as many available relief shifts as practical during that week.
- h. Shift relief should be scheduled prior to approval of vacation time. If no career shift relief can be found for a planned vacation, the vacation can be approved with the department filling in with part-time personnel, if necessary, at the time of relief, if career shift relief is still not available.
- i. Efforts should be made not to schedule two on-call non-career shift relief firefighters on the same day unless one qualified on-call non-career firefighter has more than one

year experience as working shift relief with the department.

8.5. Prorated Payoff of Vacation.

In the event a non-probationary firefighter terminates his/her employment, or is terminated due to death, retirement, or disability, the firefighter or the firefighter's beneficiary shall receive full pay for all unused vacation time from the preceding year and for all unused vacation time from the current year.

8.6. Application of Carry Over Cap.

Vacation shall not be accrued in excess of the amount provided for in this Article. There shall be no pay in lieu of taking vacation, except:

- a. In those extraordinary situations in which it is not possible for the firefighter to take the vacation time due to operational reasons and not due to the firefighter's failure to schedule the time off, subject to the approval of the Chief the firefighter may be permitted to accrue additional vacation under terms of an agreement or plan to take time off.
- b. In the case of termination as set forth in Article 8.5.

8.7. Vacation Buy-Out.

Full-time employees shall have the option of buying out one week (56 hours) of pay annually within the fiscal year split in no more than two requests if adequate vacation has been accrued to provide for said option.

ARTICLE 9 – SICK LEAVE

9.1. Accrual.

Firefighters shall accrue one shift per month (24 hours) during the first year of service and sixteen (16) hours per month thereafter, up to a maximum of 1480 hours.

9.2. Utilization.

- a. Sick leave is provided as an insurance against an employee's illness and inability to work; in no sense is it a right which the employee may use for any purpose other than actual illness or accident-causing personal disability, or otherwise as specifically authorized in Article 9.2(b). Abuse of sick leave shall be cause for discipline up to dismissal.
- b. An employee eligible for sick leave may be granted such leave when they are unable to perform their work duties due to illness or injury or for any OFLA qualifying

- purpose or any reason allowed under the Oregon Sick Time law.
- c. Probationary employees with less than three months of service will not be allowed to utilize sick leave. However, probationary employees with less than one year of service shall be eligible to earn sick leave on the basis of one full duty day for each full month of service.
 - d. Under no circumstances shall the City grant an employee sick leave with pay for time off from City employment caused by sickness or injury resulting from employment other than with the City of Ontario.

9.3. Notice of Illness.

An employee who cannot perform his/her assigned duties due to illness or physical incapacity shall inform the Lieutenant Duty Officer of the fact and the reason therefore as soon as possible. Failure to do so within a reasonable time may be cause for denial of sick leave with pay. (For purposes of clarification, "reasonable time" may be construed to be not later than one (1) hour prior to scheduled time for reporting for duty.)

The City does not require a physician's note as a regular practice, although the Chief or his/her designee may require verification of illness by the employee's doctor. The Chief, or his/her designee, may require verification of the member's fitness to return to work by the employee's physician or a physician designated by the City prior to permitting an employee to return to work following an injury or illness. If the City requires the employee to be seen by the City's physician, it shall be at the City's expense. The City may require medical examination and verification to the extent authorized by the Family Medical Leave Act and pertinent regulations.

9.4. Coordination of Leaves Under FMLA.

FMLA leave shall run concurrently with all leave and vacation and any other leave of absence under this Agreement.

9.5. Sick Leave Buy Out.

At the time of separation, employees with fifteen (15) or more years of service will be paid for unused sick leave at a rate of thirty percent (30%) up to the maximum of fourteen hundred eighty (1480) hours. This will not apply to anyone terminated for cause.

ARTICLE 10 – VACATION/SICK LEAVE CONVERSION

When an employee transfers from a 40-hour to a 56-hour schedule, the vacation and sick leave balance shall be multiplied by 1.5, and benefits thereafter will be accrued and used on the

56-hour basis. When an employee is transferred from a 56-hour to a 40-hour schedule, the balances shall be multiplied by .67 to obtain the proper accrual amount, and benefits will thereafter be accrued and used on the 40-hour basis. Conversion shall not be made for temporary, short-term transfers.

ARTICLE 11 – OTHER LEAVES OF ABSENCE

11.1. Requests for Extended Leave.

Requests for leaves of absence under this section shall be in writing on a form provided by the City. The form shall contain the name of the employee, the effective date of the absence, the number of days of absence, the purpose of the absence, and the signature lines for the City and Union officials. The purpose of the request form will be to eliminate misunderstanding as to the purpose, dates, and length of absence.

11.2. Criteria and Procedure for Extended Leave of Absence.

The City will consider a written application for leave of absence without pay not to exceed one (1) year if the City finds there is reasonable justification to grant such leave and that the work of the department will not be seriously handicapped by the temporary absence of the employee. The City may terminate or cancel such leave by thirty (30) days' written notice mailed to the address given by the employee on his/her written application for such leave. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the City and confirmation that the employee has accepted permanent employment or entered into full-time business or occupation may be treated by the City as a resignation.

11.3. Return from Extended Leave.

Any employee who is granted a leave of absence without pay under this article and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the City, and his/her position shall be declared vacant unless the employee prior to expiration of his leave of absence or prior to the termination date has furnished evidence that he/she is unable to work by reason of sickness, physical disability, or other legitimate reason beyond his/her control, and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time, and only if the City determines that the request is reasonable and justified, and that the extension may be granted without unduly handicapping the operation of the department.

11.4. Required Court Appearance.

Leave of absence with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other order by proper authority compelling his/her attendance under penalty described by law in connection with the employee's officially assigned duties, including the time required for travel to court and return to the City Hall/Fire Station. Employee shall be required to seek all fees due for such duty and turn the fees over to the City. Firefighters will be paid the straight time rate for time spent at court appearances which do not constitute "hours of work", and which are not controlled by and do not benefit the City. When the appearance is for the City and where the City is a party in the litigation, overtime rate shall be paid, and the appearance shall be deemed hours of work.

11.5. Jury Duty.

Employees shall be granted leave with pay for service upon a jury, provided that the employee is required to seek all fees due for such jury duty and turn the fees over to the City. Upon being excused from jury duty for any day, an employee shall immediately contact the Lieutenant Duty Officer or the Fire Chief for assignment for the remainder of his/her regular workday. Mileage and expenses paid for jury duty will be retained by the employee so long as the employee provides his/her own transportation for such jury duty service.

11.6. Election Days.

Employees shall be granted reasonable time off, with pay, to vote on any election day, if due to scheduling of work, they would not otherwise be able to vote.

11.7. Military Leave With or Without Pay.

Military leaves with or without pay shall be in accordance with Oregon Revised Statutes and federal law.

11.8. Bereavement Leave.

A leave of absence with pay for up to one (1) 24-hour shift in any calendar year may be granted an employee when a death in the employee's immediate family requires the absence of an employee to attend services. Should circumstances require an employee to be absent longer than one (1) 24-hour shift, the excess may be charged against accumulated sick leave. Immediate family means the immediate family of the employee or of the spouse, and is intended to include parents, children, grandparents, stepchildren, siblings, and members of the employee's household. For funerals not otherwise covered above, if an employee must lose work due to his/her service

as a pallbearer, he/she shall be reimbursed for such lost work at the employee's straight time hourly rate up to a maximum of four hours pay. Exceptions may be made at the discretion of the Fire Chief or his/her designee.

ARTICLE 12 – PARENTAL/FAMILY MEDICAL LEAVES

Parental and family leave shall be granted as required by Oregon and federal law regulations, and as provided for in the City personnel policy.

ARTICLE 13 – HEALTH AND INSURANCE BENEFITS

13.1. New Employees.

New Employees (of the bargaining unit) will be eligible for Health and Insurance benefits the first of the month following sixty (60) days from hire. Furthermore, the Health and Insurance benefits will discontinue the last day of the month of the termination date.

13.2. Health Insurance.

The City will provide full-time employees and their dependents CIS HDHP-5 plan with HSA including prescription (RX), Alternative Care Rider and Hearing Aid Rider, herein referred to as "HDHP" plan. A summary of the HDHP plan is attached as Appendix B.

The City will pay the full premiums (100%) for health, dental and vision insurance.

The City will contribute to each employee's Health Savings Account (H.S.A.) in the following manner:

- a. The City will pay \$208.33 per month to the employee's H.S.A account if employee only coverage or \$416.66 per month for employees with one (1) or more covered dependents. An employee will receive the initial monthly payment upon the first month of plan eligibility for the employee.
- b. Part-Time Employees. Part-time employees shall not be eligible for any health insurance coverage.
- c. For employees who do not have a choice to participate in an H.S.A account because of coverage under Medicare, TricareNA or Indian Health Services, the City will make available a comparable benefit, subject to IRS and plan regulations.

13.3. Life Insurance.

The City shall furnish to all employees a \$20,000 term life insurance policy for each employee at no cost to the employee. The insurance is to be equal to or greater than that required

by the state of Oregon.

13.4. Dental Insurance.

The City shall furnish Blue Cross or comparable dental insurance for all employees and dependents.

13.5. Vision Care.

The City shall provide Blue Cross or comparable Vision Care coverage.

13.6. Workers' Compensation.

The City provides for salary continuation in the event of a work-related injury. Occasionally, the City's insurance carrier will issue a workers' compensation check directly to the employee. If an employee receives compensation from the City's workers' compensation carrier for an on-the-job injury, the employee must not cash the check, but must endorse and remit each check to the City through Human Resources as soon as possible after receiving the check. The employee may elect to use accrued sick leave and/or vacation time to make up the difference between time loss benefits paid and the employee's net wage (less taxes).

It is equally important that the employee's supervisor tells Human Resources that such an injury has occurred as there are special rules in processing an employee's benefit check if the employee has been injured on the job (the amount of sick leave deducted for each day off the job is one example).

ARTICLE 14 – PERS RETIREMENT

The City agrees to continue to participate in the Public Employee Retirement System and to pick up the employee's contribution.

ARTICLE 15 – UNIFORMS AND EQUIPMENT

The City will provide required uniforms, safety equipment, and uniform boots. Any and all badge, patches, and ornaments required by the City will be furnished by the City. Uniforms will be maintained by the employees at their expense. Turnouts will be cleaned by employees at City facilities.

ARTICLE 16 – DISCIPLINE

Discipline shall be for just cause. Appeals of discipline under the grievance article of this contract shall be exclusive.

ARTICLE 17 – GRIEVANCE PROCEDURE

17.1. Definition and Step Procedure:

A grievance for the purpose of this Agreement is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or an alleged violation of this Agreement. Notwithstanding this Article, the parties may at any time agree to mediate any dispute; however, the parties declare this Article to be the exclusive means for resolution of disputes which cannot be resolved within the Fire Department, and neither the Union nor its members, nor the City and its officials shall involve any other third party without mutual agreement. A grievance shall be resolved through the following procedure:

Step 1: In cases involving a complaint by an employee or employees, the representative of the Association or the aggrieved employee or employees, with or without the presence of the representative of the Association, shall present the complaint, within ten (10) calendar days after the grievant knew or in the exercise of reasonable diligence should have known of the event giving rise to the grievance, to the Fire Chief on the Grievance Form. The Fire Chief shall respond in writing to the grievant within ten (10) calendar days from the receipt of such grievance.

Step 2: If the grievance remains unsettled after Step 1, the grievance shall be submitted to the City Manager. If the grievance is not satisfactorily resolved within five (5) working days after being received by the City Manager, only the Union may notify the City Manager of the Union's intent to arbitrate.

Step 3: Arbitration: If the grievance is not settled with Step 2, or not resolved through mutual mediation, the Union shall file a notice of intent to arbitrate the grievance with the City Manager within ten (10) working days of the date the decision of the City Manager is due. The parties shall request a list of seven (7) arbitrators from the Oregon Employment Relations Board. Within ten (10) working days or as mutually agreed, after receipt of the list, the parties shall select an arbitrator by the method of alternately striking names. The Association shall strike the first name, the City shall strike the second name and so on, with the exception of disciplinary cases, wherein the order of striking names shall be reversed, with the remaining person being the arbitrator. The cost of the arbitrator shall be borne equally by the parties. Each party shall be responsible for costs of presenting its own case to arbitration.

17.2. General Grievance Provision.

Any time limits specified in the grievance shall be strictly construed; however, they may

be waived or extended by mutual prior written consent of the parties. Unless an extension of the time periods described above is mutually agreed to in writing, a grievance shall be advanced to the next step in the event the grievant or the Union fails to comply with the time periods. In such event, if the City fails to comply with the time periods, the grievance shall automatically advance to the next step. A grievance may be terminated at any time upon receipt of a signed statement from the Union or employee that the matter has been resolved. The arbitrator shall be asked to render a decision within thirty (30) days of the termination of the hearing. The decision of the arbitrator shall be final and binding on both parties. Nothing in this article shall restrict the City and the Union from jointly or mutually agreeing to changes in the prescribed procedures.

17.3. Arbitrator's Authority.

The grievance arbitration procedure shall be limited to the issues regarding the meaning, interpretation or application of the Agreement, or any alleged violation of its terms. The arbitrator may interpret this Agreement and apply it to a particular case under consideration, but shall have no authority to add to, subtract from or modify the terms of the Agreement, and shall be limited solely to the issue presented. Disputes related to matters involving a loss of pay for employees may carry an award of back pay in whole or in part as may be determined by the arbitrator. In the event a decision relating to discipline is challenged through the grievance procedure, the arbitrator shall determine whether the employee in fact engaged in the conduct alleged as a basis for discipline and whether the City's decision that just cause supported the discipline imposed was reasonable.

ARTICLE 18 – DRUG AND ALCOHOL POLICY

The City and the Union have agreed to follow the drug and alcohol policy as outlined in the City's Personnel Policy Manual/Employee Handbook.

ARTICLE 19 – OUTSIDE EMPLOYMENT

19.1. Outside employment must:

- a. Be compatible with the employee's City duties, including off-duty response.
- b. Not affect the employee's job performance; and
- c. Not be a discredit to the City.

If an employee is employed outside the City, and it is deemed by the Fire Chief that such employment is in violation of this Article, such employee shall be subject to discipline.

ARTICLE 20 – EDUCATION ALLOWANCE

The City shall pay expenses associated with employee attendance at fire and/or medical related schools, courses, workshops, seminars, and conferences which an employee is directed to attend or which an employee elects to attend voluntarily with prior written authorization of the City. This includes the cost of tuition and required course related books and supplies. Wages will be paid for attendance at schools and courses only when attendance is directed and required by the City as a requirement of employment. The employee must satisfactorily complete the course, workshop, seminar or conference. If the course is graded, satisfactory completion means obtaining a passing grade. In the event an employee does not complete a course, the employee shall be responsible for all costs associated therewith.

If the employee is on shift, the City will permit the employee to attend local courses, workshops, seminars or conferences during work time so long as attendance does not interfere with the employee's performance of essential job functions. The City may cover a shift with volunteers in order to enable the on-shift firefighters to attend mandated training.

ARTICLE 21 – PHYSICAL EXAMINATIONS AND FITNESS TESTING

21.1. Medical Exams.

The City shall pay the medical cost of any physical examination conducted by a physician selected by the City to confirm the employee is presently able to perform the functions of the job of firefighter. Any medical examination shall be conducted during off duty time. The City may request an exam for cause, as determined by the City, at any time. The City shall schedule a medical exam for each employee at least biannually. The City shall test members' fitness using job related tests which demonstrate the ability to perform essential functions of the job, including a treadmill test in any case deemed appropriate by the City's physician. Employees may be required to release medical records of all health care providers to the City's physician. The physician will disclose to the City medical facts relevant to a determination that an employee is not fit for full duty; the Fire Chief shall disclose such a report to the firefighter and otherwise only on a need-to-know basis.

21.2. Periodic Agility and Fitness Tests.

The department shall administer the annual fitness/agility tests to applicants and to fire suppression personnel in accordance with established Standard Operating Procedures and Guidelines. The ability to pass the test is a job requirement and an employee still unable to do so

after thirty (30) days shall not be permitted to work until he/she passes the test. Time may be traded or charged to vacation to the extent permitted as scheduled vacation under the department vacation scheduling practices.

The annual physical agility test will be held in, or around, March of each year. Additional quarterly physical agility tests will be held in the department in, or around, June, September, and December. Career firefighters can choose to take the quarterly physical agility tests but must pass the annual physical agility test in or around March at a minimum. See Article 24.4 for pay incentives related to the physical agility tests.

ARTICLE 22 – INCENTIVES

There shall be monthly incentives paid under this agreement for tasks in the job descriptions as follows:

Intermediate EMT	1.5% base monthly salary
NFPAFF-2	1.5% base monthly salary
Advanced EMT	1.0% base monthly salary
NFPA Pumper Operator	1.0% base monthly salary
State of Oregon HazMat	1.0% base monthly salary
*Current holders of Wildland Interface Engine Boss and Wildland Interface Strike Team	0.55% base monthly salary
NFPA Live Fire Instructor In- Charge combined with NFPA Instructor 2	2.0% base monthly salary
*Maximum of six career firefighters can receive this incentive.	

An employee with an Intermediate EMT (1.5%) does not also receive the 1% incentive for an Advanced EMT. An employee may receive only one incentive for EMT pay.

The certificates and/or licenses for above are obtained through the State of Oregon Department of Human Services or the Department of Public Safety Standards and Training. They must be maintained to continue to receive the applicable incentive pay.

ARTICLE 23 – WAGES

23.1. Wage Adjustments.

- a. Effective and retroactive to July 1, 2025, the salary scale will be adjusted across all steps, with the exception of Step Zero (0) by 3%.
- b. Effective July 1, 2026, the salary scale will be adjusted across all steps by 3%.
- c. Effective July 1, 2027, the salary scale will be adjusted across all steps by 3%.

ARTICLE 24 – OTHER COMPENSATION

24.1. Lieutenant and Engineer Out of Class Pay.

When career firefighters are assigned by management to "Lieutenant", the employee will receive 6% (base monthly wage calculation) for all hours worked in the assignment. In the event that an employee assigned as "Engineer" works out of class in the Lieutenant role, the employee will receive 3% (base monthly wage calculation) for all hours worked in the assignment. The Lieutenant assignment is a lead officer and is limited to first level supervision. The shift engineer or next available full-time career firefighter will work out of class during the absence of the Lieutenant Duty Officer assigned for that time period based on seniority.

When career firefighters are assigned by management to "Engineer", the employee will receive 3% (base monthly wage calculation) for all hours worked in the assignment. The next available full-time career firefighter will work out of class during the absence of the Engineer assigned for that time period based on seniority. Career firefighters working out of class in the shift engineer role will receive 3% (base monthly wage calculation).

Unless amended by an addendum agreed upon by both parties, a total of three (3) lieutenants and three (3) engineers will be assigned – one lieutenant and one engineer for each twenty-four (24) hour shift.

24.2. Hazmat Coordinator.

When a Firefighter is assigned to the Hazmat Coordinator assignment, the employee will receive an additional four percent (4%) base wage monthly, prorated if less than a month assignment.

24.3. Bilingual Premium.

A premium of five percent (5%) of the employee's base salary shall be paid for fluency in Spanish. Fluency shall be determined with a test or other certification process acceptable to the City.

24.4. Fitness Incentive.

Career firefighters who pass the annual physical agility test (around March of each year) in under four minutes and thirty seconds (4:30) will receive a \$300 bonus. Career firefighters who pass the annual physical agility test in under four minutes (4:00) will receive a \$400 bonus. Career firefighters can opt to take the physical agility test each quarter, but are required, at a minimum, to take the annual physical agility test annually. Career firefighters who pass the quarterly physical agility test(s) in under four minutes and thirty seconds will receive a \$300 bonus.

24.5. Captain.

In accordance with a mutually signed Memorandum of Understanding in June 2024, the position of Captain was created. When a career firefighter is assigned by management to "Captain", the employee will receive a premium of 2% (base monthly wage calculation) for all hours worked in the assignment. Additionally, the Captain retains the 6% premium pay for Lieutenant. Therefore, the Captain will receive a total premium of 8% (base monthly wage calculation).

- Engineer 2%
- Lieutenant 6% (does not retain Engineer 2%)
- Captain 2% (retains Lieutenant 6%) = total of 8%

ARTICLE 25 – MISCELLANEOUS MATTERS

25.1. Amendments.

This agreement may be amended, altered, or added to only by written agreement of both parties.

25.2. Savings Clause.

If any provision of this Agreement is or becomes in contravention of the laws, or regulations of the United States or State of Oregon, the provision shall be suspended by the appropriate provision of the law or regulation so long as it is in force and effect, but all other provisions to this Agreement shall continue in full force and effect. The provision being in contravention of such laws or regulations shall be renegotiated, as applicable under PECBA, by the parties in order that there will be no such contravention. If the parties are unable to renegotiate,

the matter will be settled as a grievance at Step 3 and the arbitrator shall have authority to award a new provision.

25.3. Residency Resolution.

It is mutually understood that City Resolution #2018-112 and #2021-138 do not apply to full-time and part-time firefighters hired before February 27, 2018. All employees hired after June 27, 2025, are required to comply with Executive Order 2025-103, which requires emergency services personnel to reside within twenty-five (25) miles of Ontario City Hall.

25.4. Term of Agreement.

This Agreement shall be effective as of July 1, 2025, and except as amended or modified, shall remain in full force and effect until June 30, 2028.

- a. This Agreement shall be automatically renewed from year to year thereafter unless either the Union or the City desires to amend or renegotiate this Agreement and so notifies the other party in writing by January 1, 2028.
- b. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control, as provided in Article 4 relating to management rights. For items not otherwise covered in this Agreement which are not subject to mandatory bargaining, or items not covering "employee relations" as defined by ORS 243.650(7) which include but are not limited to: matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment, the parties agree that the City Personnel Policy Manual/Employee Handbook shall govern.

ARTICLE 26 – EXECUTION

This Agreement has been ratified by the bargaining unit and the City Council, and is signed on behalf of the parties on the dates indicated below:

**FOR THE CITY OF
ONTARIO, OREGON**

Mayor

Date

City Manager

Date

FOR IAFF LOCAL 3464



President

1-15-26

Date



Secretary/Treasurer

1-15-2026

Date

ATTEST

City Recorder

Date

APPENDIX A – WAGE SCALE

Effective July 1, 2025	3%
------------------------	----

Step	Length of Service	Hourly
Step 0	(0-1 Years) 0-12 Months	\$ 22.70
Step 1	(1-5 Years) 13-60 Months	\$ 26.63
Step 2	(5-10 Years) 61 Months to 120 Months	\$ 27.49
Step 3	(10-15 Years) 121 Months to 180 Months	\$ 28.05
Step 4	(15-20 Years) 181 Months to 240 Months	\$ 28.31
Step 5	(20 + Years) 241 + Months	\$ 28.59

Effective July 1, 2026	3%
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Step	Length of Service	Hourly
Step 0	(0-1 Years) 0-12 Months	\$ 23.38
Step 1	(1-5 Years) 13-60 Months	\$ 27.42
Step 2	(5-10 Years) 61 Months to 120 Months	\$ 28.31
Step 3	(10-15 Years) 121 Months to 180 Months	\$ 28.89
Step 4	(15-20 Years) 181 Months to 240 Months	\$ 29.16
Step 5	(20 + Years) 241 + Months	\$ 29.45

Effective July 1, 2027	3%
------------------------	----

Step	Length of Service	Hourly
Step 0	(0-1 Years) 0-12 Months	\$ 24.08
Step 1	(1-5 Years) 13-60 Months	\$ 28.25
Step 2	(5-10 Years) 61 Months to 120 Months	\$ 29.16
Step 3	(10-15 Years) 121 Months to 180 Months	\$ 29.76
Step 4	(15-20 Years) 181 Months to 240 Months	\$ 30.04
Step 5	(20 + Years) 241 + Months	\$ 30.33

[Note: Step 0, July 1, 2025, stays at current rate and begins increasing on July 1, 2026.]

APPENDIX B – HEALTH PLAN SUMMARY
Attached 22 pages

CIS High Deductible Health Plan 5 w/HSA Alternative Care



cis benefits
www.cisbenefits.org

Benefits Summary

Effective January 1, 2026 – December 31, 2026

This medical and pharmacy plan is insured by CIS, but administered by Regence BlueCross BlueShield (BCBS) of Oregon. This means that CIS, not Regence BCBS, pays for your covered medical and pharmacy services and supplies.

HDHP 5 w/ HSA		
Deductible Per Calendar Year	\$2,500 Individual \$5,000 Family	
Out-of-Pocket Maximum Per Calendar Year <i>includes deductible, medical copays and prescription copays</i>	\$5,000 Individual \$10,000 Family	
Important Note: The Individual Deductible applies only if you are enrolled in Employee Only coverage. If you have other family members on the plan, the Family Deductible must be met before the plan begins to pay. Each individual must meet their own Individual Out-of-Pocket Maximum until the overall Family Out-of-Pocket Maximum has been satisfied.		
Medical Services	Member Pays Category 1 - Preferred Category 2 - Participating	Member Pays Category 3 - Non-Preferred
Preventive Care Services		
Routine well-baby care, physical examinations, health screenings, and immunizations <i>(for a list of covered services, visit our website regence.com, hover over “Member dashboard” at the top, select Preventive Care from the drop down)</i>	0% <i>(deductible waived)</i>	40% <i>(after deductible)</i>
Professional Services		
	After Deductible – Member Pays	
Office visits for illness or injury, mental/behavioral health or substance use disorder <i>(primary care, specialist, naturopath, urgent/immediate care center or virtual care)</i>	0% for first 3 visits for Primary Care and Behavioral Health combined 20% for additional office visits	40%
Outpatient laboratory, radiology, and diagnostic procedures	20%	40%
Maternity care	20%	40%
Therapeutic injections including allergy shots	20%	40%
Hospital/Facility Services		
	After Deductible – Member Pays	
Ambulatory Surgical Center	10% <i>(20% for all other facilities)</i>	40%
Emergency room care <i>(including professional charges)</i>	20%	
Inpatient/outpatient surgery and surgeon fees	20%	40%
Inpatient mental/behavioral health & substance use disorder	20%	40%
Skilled Nursing Facility – 120 inpatient days per year	20%	40%
Other Services		
	After Deductible – Member Pays	
Acupuncture – 12 visits per year	20%	40%
Ambulance	20%	
Bariatric surgery to treat obesity – 1 surgery per claimant lifetime <i>Does not accumulate towards the out-of-pocket maximum</i>	\$1,000 copay then 20% Blue Distinction Centers only	
Chiropractic Spinal Manipulations – 20 visits per year	20%	40%
Durable Medical Equipment	20%	40%
Hearing Aids – 1 hearing aid per ear every calendar year up to age 26	20%	40%
Home health care - 180 visits per year	20%	40%
Hospice – 14 respite days per lifetime	20%	40%
Rehabilitation Services - Inpatient: Unlimited / Outpatient: 77 visits per year <i>(visit limit shared with Neurodevelopmental therapy)</i>	20%	40%
Weight management and nutritional counseling - 4 visits per year	0%	40%

Other services included in your CIS medical plan	Contact Information
Hinge Health - Hinge Health provides all the tools you need to get moving again from the comfort of your home. You'll get exercise therapy tailored to your condition and a personal care team of experts. Best of all, there's no additional cost to you.	To learn more, please call (855) 902-2777 or sign on to the CIS Health Manager at www.regence.com . Scroll down to Resources and click on Hinge Health.
Lantern— A comprehensive surgical program that provides a personalized concierge experience from dedicated Care Advocates and access to quality-centric health care through a network of credentialed surgeons. By using the Lantern benefit, you may also save money through reduced financial responsibility.	To learn more, please call (833) 603-0511, go to mysurgery.lanterncare.com .
MDLIVE (Telehealth) - With MDLIVE's telehealth service, you can see a doctor or therapist from home, work or on the go, 24/7/365. Board-certified doctors visit with you by phone or secure video to treat non-emergency medical conditions. They can diagnose symptoms, prescribe medication, and send prescriptions to your pharmacy.	To learn more, please call (888) 725-3097 or sign on to the CIS Health Manager at www.regence.com and hover on "Programs & Resources", then click on Telehealth. Scroll down to Resources and click on MDLIVE.
Chronic Condition Coaching supports and educates members with chronic conditions including hypertension, diabetes, COPD, CAD, CHF, asthma and obesity.	To learn more, please call (866) 865-6725.
BeyondWell - A comprehensive well-being solution for members that integrates wellness activities, goals, rewards and challenges into a single location for a holistic wellness offering.	To learn more, please call (866) 865-6725 or sign on to the CIS Health Manager at www.regence.com . Scroll down to Resources and click on BeyondWell.
Case Management - Supports and educates members with serious illnesses or injuries.	To learn more, please call (866) 543-5765 or sign on to the CIS Health Manager at www.regence.com . Scroll down to Resources and click on Care Management.
Pregnancy Program – Provides childbirth to newborn resources.	To learn more, please call (888) 569-2229 or sign on to the CIS Health Manager at www.regence.com . Scroll down to Resources and click on Pregnancy Program.
BlueCard Program (Out of Area Services) – access hospital and physicians when outside the four-state area Regence services (Oregon, Idaho, Utah and Washington) as well as receive care in 200 countries around the world.	Find a provider near you at www.regence.com or call (800) 810-BLUE (2583).

Prescription Medication Benefit	At the Pharmacy (30-day supply) Member Pays	At the Pharmacy (90-day supply) or Mail Order thru Amazon (90-day supply) Member Pays
Individual deductible per calendar year	Shared with Medical Services	
Out-of-pocket maximum each calendar year	Shared with Medical Services	
Tier 1 (Preferred Generic)	20% Retail/Mail Order Prescription	
Tier 2 (Non-Preferred Generic)		
Tier 3 (Preferred Brand)		
Tier 4 (Non-Preferred Brand)		
Tier 5 (Generic and Preferred Brand Specialty)	20%	N/A
Tier 6 (Non-Preferred Specialty)	20%	N/A
Compound Medications	20%	N/A
Limitations and Exceptions	Prescription drugs not on the Drug List are not covered, unless an exception is approved. No charge, deductible does not apply for certain preventive medications and immunizations, including those specifically designated as preventive for treatment of chronic diseases that are on the Optimum Value Medication List. Deductible does not apply for insulin. Cost shares for insulin will not exceed \$35 / 30-day supply or \$105 / 90-day supply. Covered drugs limited to: 90-day supply / retail prescription 90-day supply / home delivery prescription 30-day supply / specialty drug prescription 30-day supply / compound medications Specialty medications must be filled through Accredo Specialty Pharmacy. If you fill a brand drug or specialty drug when there is an equivalent generic drug or specialty biosimilar drug available, you pay the difference in cost in addition to the copayment and/or coinsurance, unless your provider specifies "dispense as written." More information about prescription drug coverage is available at https://regence.com/go/2026/OR/6tierLGStd	

Please note: This benefit summary provides a brief description of your health care plan benefits and is not a guarantee of payment. For a detailed description of your plan benefits, visit www.regence.com on or after January 1, 2026. You must set up an account to review your specific plan booklet.

Make Eye Health a Priority with VSP!

Your health comes first with VSP and CIS TRUST. Take a look at your VSP vision care coverage.



VSP members save an annual average of

\$489*

More Ways to Save

Extra **\$20** to spend on
Featured Frame Brands†

bebe Calvin Klein COLE HAAN
DRAGON FLEXON LONGCHAMP

and more

Up to **40%** Savings on
lens enhancements‡

See all brands and offers
at vsp.com/offers.

Create an account today.
Questions?

vsp.com
800.877.7195 (TTY: 711)

Routine eye exams have saved lives.

Did you know an eye exam is the only non-invasive way to view blood vessels in your body? Your VSP® network doctor can detect signs of more than 270 health conditions during your annual eye exam—including diabetes and high blood pressure, as well as eye conditions such as glaucoma and diabetic eye disease.**

Savings you'll love.

See and look your best without breaking the bank. VSP members get exclusive savings on popular frame brands and contact lenses, and they get additional discounts on things like LASIK, and more.

The choice is yours!

With private practice doctors, Visionworks®, and Eyemart Express retail locations to choose from nationwide, getting the most out of your benefits is easy at a VSP Premier Edge™ location.

vsp
PREMIER
edge

Get more at preferred in-network doctor locations

private
practice
doctors

Visionworks

**EYEMART
EXPRESS**
FAMILY OF STORES

Using your benefit is easy!

Create an account on vsp.com to view your in-network coverage, find the VSP network doctor who's right for you, and discover savings with exclusive member extras. At your appointment, just tell them you have VSP.



Scan QR code or visit vsp.com
to learn more.

*Frame brands and promotion subject to change. Only available to VSP members with applicable plan benefits. Only available at in-network locations. Members who participate in a Medicaid/state-funded plan are not eligible.

†Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.

‡Based on state and national averages for eye exams and most commonly purchased brands. This represents the average savings for a VSP member with a full-service plan at an in-network provider. Your actual savings will depend on the eyewear you choose, the plan available to you, the eye doctor you visit, your copays, your premium, and whether it is deducted from your paycheck pre-tax. Source: VSP book-of-business paid claims data for Aug-Jan of each prior year. **Full Picture of Eye Health, American Optometric Association, 2020. +Coverage with a retail chain may be different or not apply.

VSP guarantees member satisfaction from VSP providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business. TruHearing is not available directly from VSP in the states of California and Washington. VSP Premier Edge™ is not available for some members in the state of Texas.

To learn about your privacy rights and how your protected health information may be used, see the VSP Notice of Privacy Practices on vsp.com. Visionworks, Eyeconic, and Eyemart Express family of stores are VSP-affiliated companies.

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Classification: Restricted

Your VSP Vision Benefits Summary

Prioritize your health and your budget with a VSP plan through CIS TRUST.

Provider Network:
VSP Choice
Effective Date:
01/01/2026



BENEFIT	DESCRIPTION	COPAY	FREQUENCY
YOUR COVERAGE WITH A VSP DOCTOR			
WELLVISION EXAM	- Focuses on your eyes and overall wellness - Routine retinal screening	\$10 Up to \$39	Every calendar year
ESSENTIAL MEDICAL EYE CARE	- Retinal imaging for members with diabetes covered-in-full - Additional exams and services beyond routine care to treat immediate issues from pink eye to sudden changes in vision or to monitor ongoing conditions such as dry eye, diabetic eye disease, glaucoma, and more. - Coordination with your medical coverage may apply. Ask your VSP network doctor for details.	\$0 \$20 per exam	Available as needed
PRESCRIPTION GLASSES		\$25	See frame and lenses
FRAME*	\$190 Featured Frame Brands allowance \$170 frame allowance 20% savings on the amount over your allowance \$95 Walmart/Sam's Club/Costco frame allowance	Included in Prescription Glasses	Every other calendar year
LENSES	Single vision, lined bifocal, and lined trifocal lenses	Included in Prescription Glasses	Every calendar year
LENS ENHANCEMENTS	Standard progressive lenses	\$50	Every calendar year
	Premium progressive lenses	\$50	
	Custom progressive lenses	\$50	
	Anti-glare coating	\$0	
	Tints/Light-reactive lenses	\$0	
	Impact-resistant lenses	\$0	
	Scratch-resistant coating	\$0	
	UV protection	\$0	
	Average savings of 30% on other lens enhancements		
CONTACTS (INSTEAD OF GLASSES)	\$166 allowance for contacts and contact lens exam (fitting and evaluation) 15% savings on a contact lens exam (fitting and evaluation)	\$0	Every calendar year
SAFETY GLASSES (EMPLOYEE-ONLY COVERAGE)			
FRAME*	\$65 allowance for a safety frame 20% savings on the amount over your allowance - Certified according to the American National Standards Institute (ANSI) guidelines for impact protection	\$0	Every other calendar year
LENSES	- Prescription single vision, lined bifocal, and lined trifocal - Certified according to the American National Standards Institute (ANSI) guidelines for impact protection	\$0	Every calendar year
ADDITIONAL SAVINGS	Glasses and Sunglasses - Discover all current eyewear offers and savings at vsp.com/offers. 20% savings on unlimited additional pairs of prescription or non-prescription glasses/sunglasses, including lens enhancements, from a VSP provider within 12 months of your last WellVision Exam.		
	Laser Vision Correction Average of 15% off the regular price; discounts available at contracted facilities.		
	Exclusive Member Extras for VSP Members - Contact lens rebates, lens satisfaction guarantees, and more offers at vsp.com/offers. - Save up to 60% on digital hearing aids with TruHearing®. Visit vsp.com/offers/special-offers/hearing-aids for details. - Enjoy everyday savings on health, wellness, and more with VSP Simple Values.		
COVERAGE WITH AN OUT-OF-NETWORK DOCTOR			
With so many in-network choices, VSP makes it easy to maximize your benefits. Choose from our large doctor network including private practice and retail locations. Plus, you can shop eyewear online at Eyeconic®. Log in to vsp.com to find an in-network doctor. Your plan provides the following out-of-network reimbursements:			
Exam	up to \$50	Lined Bifocal Lenses	up to \$55
Frame	up to \$70	Lined Trifocal Lenses	up to \$70
Single Vision Lenses	up to \$35	Progressive Lenses	up to \$105
		Contacts	up to \$110
		Tints	up to \$5



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, go to <https://regence.com> or call 1-888-370-6159. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at [healthcare.gov/sbc-glossary](https://regence.com/sbc-glossary) or call 1-888-370-6159 to request a copy. **Note:** Your medical plan is provided and insured by CIS, but administered by Regence BlueCross BlueShield of Oregon. This means that CIS, not Regence BlueCross BlueShield of Oregon, pays for your covered medical services and supplies.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$2,500 individual (single coverage) / \$5,000 family per calendar year.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. Certain preventive care and those services listed below as "deductible does not apply." "No charge" means \$0 copayment or 0% coinsurance, regardless of deductible applicability.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	\$5,000 individual (single coverage) / \$10,000 family* per calendar year. *An individual on family coverage will not have their out-of-pocket limit exceed \$5,000.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See https://regence.com/go/OR/Preferred or call 1-888-370-6159 for a list of network providers.	You pay the least if you use a provider in the preferred network. You pay more if you use a provider in the participating network. You will pay the most if you use a non-participating provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use a non-participating provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

 All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred Provider (You pay the least)	Participating Provider (You pay more)	Non-participating Provider (You pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	No charge for upfront office visits; 20% <u>coinsurance</u> for additional office visits; 20% <u>coinsurance</u> for other services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	First 3 upfront office visits / year. Limit is for primary care and behavioral health visits combined.
	Specialist visit	20% <u>coinsurance</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Preventive care/screening/immunization	No charge, <u>deductible</u> does not apply	No charge, <u>deductible</u> does not apply	40% <u>coinsurance</u>	<u>Coinurance</u> and <u>deductible</u> waived for childhood immunizations from <u>non-participating providers</u> . You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	20% <u>coinsurance</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	20% <u>coinsurance</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
If you need drugs to treat your illness or condition	Tier 1 (Typically, generic drugs with highest overall value)	Not applicable, refer to <u>participating provider</u> and <u>non-participating provider</u> columns.	20% <u>coinsurance</u> / retail prescription; 20% <u>coinsurance</u> / home delivery prescription	20% <u>coinsurance</u> / retail prescription; 20% <u>coinsurance</u> / home delivery prescription	Prescription drugs not on the Drug List are not covered, unless an exception is approved. <u>Deductible</u> does not apply for insulin. No charge, <u>deductible</u> does not apply for drugs specifically designated as preventive for treatment of certain chronic diseases that are on the Optimum Value Medication List. 90-day supply / retail prescription (your <u>cost share</u> is per 30-day supply) 90-day supply / home delivery prescription 30-day supply / <u>specialty drug</u> prescription 30-day supply / compound medications <u>Specialty drugs</u> are not available through home
	Tier 2 (Typically, generic drugs with moderate overall value)	Not applicable, refer to <u>participating provider</u> and <u>non-participating provider</u> columns.	20% <u>coinsurance</u> / retail prescription; 20% <u>coinsurance</u> / home delivery prescription	20% <u>coinsurance</u> / retail prescription; 20% <u>coinsurance</u> / home delivery prescription	
	Tier 3 (Typically, brand drugs with	Not applicable, refer to <u>participating provider</u> and <u>non-</u>	20% <u>coinsurance</u> / retail prescription; 20% <u>coinsurance</u> /	20% <u>coinsurance</u> / retail prescription; 20% <u>coinsurance</u> /	

More information about prescription drug coverage is available at <https://regence.com/go/2026/OR/6tierLGSd>

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred Provider (You pay the least)	Participating Provider (You pay more)	Non-participating Provider (You pay the most)	
	moderate overall value)	<u>participating</u> provider columns.	home delivery prescription	home delivery prescription	delivery. Coverage includes compound medications at 20% <u>coinsurance</u>. <u>Cost shares</u> for insulin will not exceed \$35 / 30-day supply or \$105 / 90-day supply. No charge, <u>deductible</u> does not apply for certain preventive drugs, contraceptives and immunizations at a participating pharmacy. If you fill a brand drug or specialty drug when there is an equivalent generic drug or specialty biosimilar drug available, you pay the difference in cost in addition to the copayment and/or <u>coinsurance</u>, unless your <u>provider</u> specifies "dispense as written." The first fill of <u>specialty</u> drugs may be provided by a retail pharmacy; additional refills must be provided by a specialty pharmacy.
	Tier 4 (Typically, brand drugs with lower overall value)	Not applicable, refer to <u>participating</u> provider and <u>non-participating</u> provider columns.	20% <u>coinsurance</u> / retail prescription; 20% <u>coinsurance</u> / home delivery prescription	20% <u>coinsurance</u> / retail prescription; 20% <u>coinsurance</u> / home delivery prescription	
	Tier 5 (Typically, <u>specialty</u> drugs with moderate overall value)	Not applicable, refer to <u>participating</u> provider and <u>non-participating</u> provider columns.	20% <u>coinsurance</u> / <u>specialty</u> drug	20% <u>coinsurance</u> / <u>specialty</u> drug	
	Tier 6 (Typically, <u>specialty</u> drugs with lower overall value)	Not applicable, refer to <u>participating</u> provider and <u>non-participating</u> provider columns.	20% <u>coinsurance</u> / <u>specialty</u> drug	20% <u>coinsurance</u> / <u>specialty</u> drug	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% <u>coinsurance</u> for ambulatory surgery centers; 20% <u>coinsurance</u> for all other facilities	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Physician/surgeon fees	10% <u>coinsurance</u> for ambulatory surgery center physicians; 20% <u>coinsurance</u> for all other physicians	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
If you need immediate medical attention	<u>Emergency room care</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	<u>Emergency medical transportation</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	
	<u>Urgent care</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred Provider (You pay the least)	Participating Provider (You pay more)	Non-participating Provider (You pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Physician/surgeon fees	20% <u>coinsurance</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No charge for upfront office or psychotherapy visits; 20% <u>coinsurance</u> for additional office or psychotherapy visits; 20% <u>coinsurance</u> for other services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	First 3 upfront visits / year. Limit is for primary care and behavioral health visits combined.
	Inpatient services	20% <u>coinsurance</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
	Office visits	20% <u>coinsurance</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
	Childbirth/delivery professional services	20% <u>coinsurance</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
	Childbirth/delivery facility services	20% <u>coinsurance</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
If you are pregnant	Home health care	20% <u>coinsurance</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	Cost sharing does not apply for <u>preventive services</u> . Depending on the type of services, a <u>copayment</u> , <u>coinsurance</u> or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Rehabilitation services	20% <u>coinsurance</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
	Habilitation services	20% <u>coinsurance</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
	Skilled nursing care	20% <u>coinsurance</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
	Durable medical equipment	20% <u>coinsurance</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
If you need help recovering or have other special health needs	Hospice services	20% <u>coinsurance</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	14 respite inpatient or outpatient days / lifetime

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred Provider (You pay the least)	Participating Provider (You pay more)	Non-participating Provider (You pay the most)	
If your child needs dental or eye care	Children's eye exam	Not covered	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	Not covered	

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- | | | |
|---|--|--|
| <ul style="list-style-type: none">• Cosmetic surgery, except congenital anomalies• Dental care• Infertility treatment | <ul style="list-style-type: none">• Long-term care• Private-duty nursing• Routine eye care | <ul style="list-style-type: none">• Routine foot care, except for diabetic patients• Weight loss programs |
|---|--|--|

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- | | | |
|--|--|--|
| <ul style="list-style-type: none">• Abortion• Acupuncture, 12 visits / year• Bariatric surgery, 1 surgery / lifetime | <ul style="list-style-type: none">• Chiropractic care, spinal manipulation 20 visits / year• Hearing aids (individuals up to age 26), 1 per ear / 36 months | <ul style="list-style-type: none">• Non-emergency care when traveling outside the U.S. |
|--|--|--|

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or dol.gov/ehsa/healthreform, or the U.S. Department of Health and Human Services, Center for Consumer Information and Insurance Oversight at 1-877-267-2323 ext. 61565 or ccio.cms.gov or your state insurance department. You may also contact the plan at 1-888-370-6159. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the plan at 1-888-370-6159 or visit regence.com or the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or dol.gov/ehsa/healthreform. You may also contact the Oregon Division of Financial Regulation by calling 1-503-947-7984 or the toll-free message line at 1-888-877-4894; by writing to the Oregon Division of Financial Regulation, Consumer Advocacy Unit, P.O. Box 14480, Salem, OR 97309-0405; through the Internet at: dfr.oregon.gov/help/complaints-licenses/Pages/file-complaint.aspx; or by E-mail at: DfRInsuranceHelp@oregon.gov.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-888-370-6159.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of preferred provider pre-natal care and a hospital delivery)

■ The <u>plan's</u> overall <u>deductible</u>	\$2,500
■ <u>Specialist</u> coinsurance	20%
■ <u>Hospital (facility)</u> <u>coinsurance</u>	20%
■ <u>Other</u> <u>coinsurance</u>	20%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

Cost Sharing	
<u>Deductibles</u>	\$2,500
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$1,900
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$4,460

Managing Joe's Type 2 Diabetes

(a year of routine preferred provider care of a well-controlled condition)

■ The <u>plan's</u> overall <u>deductible</u>	\$2,500
■ <u>Specialist</u> coinsurance	20%
■ <u>Hospital (facility)</u> <u>coinsurance</u>	20%
■ <u>Other</u> <u>coinsurance</u>	20%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

Cost Sharing	
<u>Deductibles</u>	\$2,000
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$400
<i>What isn't covered</i>	
Limits or exclusions	\$200
The total Joe would pay is	\$2,600

Mia's Simple Fracture

(preferred provider emergency room visit and follow up care)

■ The <u>plan's</u> overall <u>deductible</u>	\$2,500
■ <u>Specialist</u> coinsurance	20%
■ <u>Hospital (facility)</u> <u>coinsurance</u>	20%
■ <u>Other</u> <u>coinsurance</u>	20%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

Cost Sharing	
<u>Deductibles</u>	\$2,500
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$60
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$2,560

The plan would be responsible for the other costs of these EXAMPLE covered services.

NONDISCRIMINATION NOTICE

Regence complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Regence does not exclude people or treat them less favorably because of race, color, national origin, age, disability, or sex.

Regence:

Provides people with disabilities reasonable modifications and free appropriate auxiliary aids and services to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats).

Provides free language assistance services to people whose primary language is not English, which may include:

- Qualified interpreters
- Information written in other languages.

If you need reasonable modifications, appropriate auxiliary aids and services, or language assistance services, contact the Civil Rights Coordinator.

If you believe that Regence has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you.

Customer Service

Civil Rights Coordinator
PO Box 1106
Lewiston, ID 83501-1106
Phone: 1-888-344-6347, (TTY: 711)
Fax: 1-888-309-8784
Email: CS@regence.com

Medicare Customer Service

Phone: 1-800-541-8981 (TTY: 711)
Email: medicareappeals@regence.com

VSP Customer Service

Phone: 1-844-299-3041
TTY: 1-800-428-4833

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at
<http://www.hhs.gov/ocr/office/file/index.html>.

Language assistance

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-888-344-6347 (TTY: 711).

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-888-344-6347 (TTY: 711)。

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-888-344-6347 (TTY: 711).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-888-344-6347 (TTY: 711) 번으로 전화해 주십시오.

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-888-344-6347 (TTY: 711).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-888-344-6347 (телетайп: 711).

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-888-344-6347 (ATS : 711)

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-888-344-6347 (TTY:711) まで、お電話にてご連絡ください。

Díí baa akó nínízin: Díí saad bee yáníłti'go **Diné Bizaad**, saad bee áká'ánída'áwo'déé', t'áá jiik'eh, éí ná hóló, koji' hódíilnih 1-888-344-6347 (TTY: 711.)

FAKATOKANGA'I: Kapau 'oku ke Lea-Fakatonga, ko e kau tokoni fakatonu lea 'oku nau fai atu ha tokoni ta'etotongi, pea te ke lava 'o ma'u ia. ha'o telefonimai mai ki he fika 1-888-344-6347 (TTY: 711)

OBAVJEŠTENJE: Ako govorite srpsko-hrvatski, usluge jezičke pomoći dostupne su vam besplatno. Nazovite 1-888-344-6347 (TTY- Telefon za osobe sa oštećenim govorom ili sluhom: 711)

ប្រយ័ត្ន: បើសិនជាអ្នកនិយាយ ភាសាខ្មែរ, សេវាជំនួយផ្នែកភាសា ដោយមិនគិតល្អល គឺអាចមានសំរាប់បំរើអ្នក។ ចូរ ទូរស័ព្ទ 1-888-344-6347 (TTY: 711)។

ਧਿਆਨ ਦਿਓ: ਜੇ ਤੁਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ। 1-888-344-6347 (TTY: 711) 'ਤੇ ਕਾਲ ਕਰੋ।

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlose Sprachdienstleistungen zur Verfügung. Rufnummer: 1-888-344-6347 (TTY: 711)

ማስታወሻ:- የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በነጻ ሊያግዝዎት ተዘጋጅተዋል፤ የሚከተለው ቁጥር ይደውሉ 1-888-344-6347 (መስማት ለተሳናቸው:- 711)::

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-888-344-6347 (телетайп: 711)

ध्यान दिनुहोस्: तपाईंले नेपाली बोल्नुहुन्छ भने तपाईंको निम्ति भाषा सहायता सेवाहरू निःशुल्क रूपमा उपलब्ध छ । फोन गर्नुहोस् 1-888-344-6347 (टिटिवाइ: 711)

ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-888-344-6347 (TTY: 711)

MAANDO: To a waawi [Adamawa], e woodi ballooji-ma to ekkitaaki wolde caahu. Noddu 1-888-344-6347 (TTY: 711)

โปรดทราบ: ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร 1-888-344-6347 (TTY: 711)

ໂປດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ແມ່ນມີພ້ອມໃຫ້ທ່ານ. ໂທສ 1-888-344-6347 (TTY: 711)

Afaan dubbattan Oroomiffaa tiif, tajaajila gargaarsa afaanii tola ni jira. 1-888-344-6347 (TTY: 711) tiin bilbilaa.

توجه: اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-888-344-6347 (TTY: 711) تماس بگیرید.

ملحوظة: إذا كنت تتحدث فاذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-888-344-6347 (رقم هاتف الصم والبكم 711) (TTY: 711)

Your one-stop shop for managing your health

With the CIS Health Manager on [regence.com](https://www.regence.com), you can find important health information in one place, customized for you. Use your computer, phone or tablet to easily access health benefits, telehealth and behavioral health resources, explanations of benefits, wellness tools and much more.



BeyondWellSM

Wellness activities, goal setting and rewards are all in one place for a personalized well-being experience.



Healthy Benefits

The CIS Healthy Benefits program provides financial assistance for certain weight management programs.



Telehealth

Chat by phone or video with in-network providers who offer this service. Reach out to your doctor or clinic to find out if they provide virtual care.



Mental health support

If you're feeling low or in need of support, we can help you find the right care. Many therapists and psychiatrists offer both in-person and virtual appointments, so you can get care just how you need it. Your plan also includes additional options for virtual therapy and virtual substance use disorder treatment.



MDLIVE

With MDLIVE, you can securely chat with a doctor by phone or video, 24/7 wherever you are.



VSP: Vision

Your vision plan uses the VSP Choice network of providers. View your benefits, find a provider, get special offers and shop for eyewear.



Regence pharmacy services

Sign in to the CIS Health Manager for more information.



Pregnancy program

Get support from caring professionals throughout your pregnancy with our maternity management program. A nurse will reinforce your doctor's or midwife's care and answer questions 24/7.



Hinge Health

Take control of your joint and back pain through virtual muscle and joint support. Join the thousands of people who have cut their pain through easy-to-do 15-minute exercise therapy sessions.

If you're considering surgery, Hinge Health also gives you an option to access in-network surgeons and a care advocate to guide you through care and recovery to get you to the finish line.



Start with your CIS Health Manager!

Download the Regence app or go to [regence.com](https://www.regence.com) to create an account. All you need is your member ID card to get started.



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BeyondWell is a separate company that provides health information services.
Hinge Health is a separate company that provides virtual physical therapy services.
MDLIVE is a separate company that provides telehealth services. VSP is a separate company that provides vision services.

Regence BlueCross BlueShield of Oregon
200 SW Market Street, 11th Floor | Portland, OR 97201

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Preventive Services: Covered Tobacco Cessation Products

Are you ready to kick the habit?

We recognize it is hard to quit, but studies from the United States Preventive Services Task Force (USPSTF) show that a combination of interventions, including brief behavioral counseling sessions (less than 10 minutes) along with medication or nicotine replacement treatment are effective in increasing the success rate of people trying to quit and remain tobacco-free for one year.

Treatment

Combination therapy with counseling and medications is more effective at increasing success rates than either component alone. There are many different forms of medication treatment approved by the US Food and Drug Administration (FDA) that are effective for treating tobacco dependence in non-pregnant adults. As part of the Preventive Care Prescription Benefit, several FDA-approved tobacco cessation medications are covered at no cost to you. Treatments that are not FDA-approved medications are not covered under the prescription benefit (such as “e-cigarettes”).

For information on coverage of tobacco cessation services under the Medical Benefit, please visit your health plan’s web page.



Covered Prescription Medications

Available at a pharmacy at no cost to you with a valid prescription from your doctor:

- varenicline
- bupropion (tobacco cessation formulation)
- Nicotrol® nasal spray/oral inhaler+*

Covered Over-the-Counter Products

A prescription from your doctor is required for the following products to be processed at no cost to you at a pharmacy:

- Transdermal nicotine skin patches – All generic and store-brand products; No name-brand coverage+
- Nicotine chewing gum – All generic and store-brand products; No name-brand coverage+
- Nicotine lozenges – All generic and store-brand products; No name-brand coverage+

Coverage Details

All covered tobacco cessation therapies are subject to quantity limits:

- We will cover up to two (2) quit attempts per 12-month period.
- Each quit attempt includes up to 90 days of therapy, based on FDA-approved length of therapy per quit attempt.
- Total annual maximum of 180 days of therapy (two 90-day attempts per 12-month period).

If your doctor believes that our tobacco cessation medications are medically inappropriate for you, you may request a coverage exception for a different medication by contacting Customer Service.

Questions?

Call the Customer Service number on your member ID card.

+Coverage is limited to no more than two (2) nicotine replacement prescriptions at the same time.

*For coverage of branded nicotine nasal spray and oral inhaler products, pre-authorization is required. To be authorized, documentation is required showing that at least two (2) other nicotine replacement options (including gum, lozenges, and patches) have been ineffective, not tolerated, or contraindicated. To request pre-authorization, please use the form located on our web page or by contacting Member Services at the number listed on the back of your member ID card.

Regence



OREGON



AMAZON PHARMACY MAIL ORDER

Save a trip to the drugstore



With home delivery, you won't miss wandering the aisles, waiting for your prescription to be ready—or standing in line for a pickup. Your Regence health plan offers access to Amazon Pharmacy, so you can get your long-term medications delivered right to your door with free standard shipping.¹ It's a safe, convenient way to fill your prescriptions and might even save you money.

What you get with Amazon Pharmacy

Getting your prescriptions through Amazon Pharmacy is as easy as it is to shop on Amazon.com.

- Easy sign-up gives you the choice to auto-populate your prescription history
- Licensed pharmacists on call 24/7
- Customer Care available for general questions
- Free standard delivery
- Tamper-proof, unmarked packaging
- Refill reminder notices
- Real-time package tracking from order to delivery

Built-in savings

As a Regence member, you have access to MedsYourWay, a prescription drug discount card program administered by Inside Rx.² With this program, you may be able to save up to 80% on some of your medications and apply purchases to your deductible and/or out-of-pocket maximum.³ Since the MedsYourWay discount pricing is built right into the Amazon Pharmacy experience, you'll see the lowest cost available for your drugs at check-out.

Convenience that comes to you

If you're an Amazon Prime member, you can get your medications delivered with free two-day delivery. Don't have Amazon Prime? You can request two-day delivery for \$5.99 or get five-day delivery for free.

You may be able to stock up on your long-term medications with a 90-day supply—one more way to cut down on your trips to the pharmacy.⁴

Get started

Here's how to set up home delivery:

- 1 Go to amazon.com/regenceORMYW to register and create a profile. Or you can call an Amazon Pharmacy health care advisor at 1-855-793-5327 for assistance setting up your profile. You can also download the Amazon Pharmacy app to manage your prescriptions.
- 2 Once you've registered and created your profile, ask your doctor to send a prescription to Amazon Pharmacy.



Questions?

Call the Customer Service number on your member ID card. We're open 24 hours a day, seven days a week.

¹ Amazon Pharmacy does not dispense Schedule II controlled substance drugs.

² MedsYourWay prescription drug discount card pricing, administered by Inside Rx LLC, is not insurance; however, all prescribed and covered purchases, whether paying a copay or using the discount card pricing, automatically count toward your annual out-of-pocket maximum. Limitations apply. You are responsible for the cost of prescription(s) when using the card. The discount card price may not count toward the deductible and/or out-of-pocket maximum for Medicare members.

³ Average savings based on usage and Inside Rx data as compared to cash prices; average savings are up to 80% for all generics and 37% for select brand medicines. Restrictions apply.

⁴ Restrictions apply. See your health plan benefits for information on eligible prescriptions.

Amazon Pharmacy is a separate company that provides pharmacy services.



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is an Independent Licensee of the Blue Cross and Blue Shield Association

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200 SW Market Street, 11th Floor | Portland, OR 97201



REG-OR-730093-24/01-2025
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Understanding your pharmacy benefits

Welcome to Regence! Whether you want to know if a medication's covered under your plan or are looking for ways to save on prescriptions, we're here to help you find the information you need.

Is your medication covered?

When it comes to choosing medications, it's important to know how a drug formulary—also called a covered-drug list or prescription drug list—works. A formulary is a list of pre-approved drugs that your Regence health plan helps cover. So when you fill your prescription, you don't have to pay full price.

The Regence formulary divides medications into multiple tiers, each with its own cost-share. Before we add a medication to the list, our team of doctors and pharmacists carefully evaluates how safe and effective it is while assessing whether it will improve health.

Formularies are organized into tiers. Lower tiers typically represent a lower copay, and higher tiers typically have a higher copay. You may have a specialty tier on your covered drug list. [Sign in](#) to your Regence account to check your benefits.

Low Tier(s) \$	Medications that provide the highest overall value. Lower tier(s) mostly include generics but may include some brand medications.
Mid Tier(s) \$ \$	Medications that provide moderate overall value. Mid tier(s) mostly include brand medications that are categorized based on how well they work and/or their cost compared to others that treat the same condition.
Highest Tier(s) \$ \$ \$	Medications that provide lower overall value. Highest tier(s) mostly include brand medications that are categorized based on how well they work and/or their cost compared to others that treat the same condition.

Sign in to see if your medication's covered, how much it'll cost and more, including pharmacies in your network, forms, home delivery registration, specialty pharmacy information and pre-authorization policies.



[Sign in](#) to your Regence account.*



Select **Covered services**.



Click on the **Pharmacy** tab.



Choose **Find a drug** under **Check costs and coverage**.

*Don't have an account? [Create one](#) or use our [shop module](#) to compare plan offerings.

Pre-authorization requirements

To ensure you're getting an effective drug at an affordable price, we review some medications before we cover them. Drugs on the pre-authorization list include many for which equal or more effective and lower-cost options exist.

If your drug requires pre-authorization, you'll want to do one of two things:



Talk with your doctor to see if there's an alternative treatment that does not require pre-authorization.

OR



Have your doctor or pharmacist request pre-authorization for your medication. You may need to get that authorization before you can get your prescription filled.

Ways to save

Regence has lots of ways to help you save money on your medications, including lower-cost network pharmacies, online cost-comparison tools and convenient fill options.

Network pharmacies

Medication prices can vary among pharmacies.

To save money, it's best to get your prescriptions filled at a pharmacy in your network. Sign in to your Regence account to find one.

Generics

Generic and brand-name medications have the same strength, quality and purity. But generics can cost up to 80% less. So, ask your doctor if there's a generic drug that will work for you.

Specialty medications

We know that living with a complex health condition can be stressful and sometimes confusing. Our specialty pharmacy services are here to support you with the care and medications you need, every step of the way. In some cases, your plan may require that you use our specialty pharmacy.

To assist you with the complexities of your condition and its treatment, our specialty pharmacy services team will help you coordinate refills, monitor side effects and give you 24-hour access to clinical specialists. You'll even get injectable supplies for free—and everything can be delivered to your home or location of your choice.

Convenience with Amazon Home Delivery

Trade the trips to your pharmacy for convenient home delivery. When you use mail order, your medications are delivered to a location of your choice with free standard shipping.

There are three ways to get your medications mailed:

1. Go to amazon.com/regenceORMYW and click **Get started**.
2. Call an agent at 1-855-793-5327.
3. Ask your doctor to send a prescription to Amazon Home Delivery.

90-day supplies

Your benefit may cover 90-day fills. If your plan includes 90-day fills, ask your doctor to write your prescription for up to a 90-day supply, and make sure you get it filled at an in-network pharmacy for the most savings. That means fewer trips to the pharmacy.

Blood glucose meter program

If you have diabetes, you're eligible to receive a new LifeScan OneTouch glucose meter at no cost. Order your meter directly from LifeScan by calling 1-855-306-2278.

How to fill your prescription

Whether you have a new prescription or need to refill an existing one, our network of more than 65,000 participating pharmacies has you covered—across the country and around your corner.

Show your member ID card to your pharmacist so they can file your claim with us online and tell you how much you owe.

Helpful hint: When filling a prescription, share only the numeric part of your ID number.

Share these numbers with your pharmacist.

Regence  PPO	
Subscriber Name JENNIFER SAMPLE	Member Name 00 JENNIFER SAMPLE
ID NO. XX6000000000	Group No. XXXXXXXX
RxBIN XXXXXX Rx OOP Max	RxPCN XXXXXXXX INCL W/ MED
Copy Med Ded Med OOP Max \$0K \$XXXX\$XXXX \$XXXX\$XXXX	
PPO 	



Questions?

Call the Customer Service number on your member ID card. We're open 24 hours a day, seven days a week.



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Accredo, a specialty pharmacy:

The medicines you need, with smooth delivery & focused care



Your health plan is committed to giving you a specialty pharmacy that offers the medicines and support you need to manage your complex health issues. That's what you get with Accredo, your preferred specialty pharmacy.

Accredo is a safe, convenient way to get your specialty medicine. Plus, it gives you more:

- Access to 99.9% of specialty medicines, which means you're likely to get all your medicines from one specialty pharmacy
- Simple communication, including refill reminders, through phone, email, text or web, whichever you prefer
- An app that allows you to track prescriptions, make payments and set reminders to take your medicines
- 500 condition-specific pharmacists and 600+ nurses, all offering one-on-one counseling
- Free standard delivery
- 24/7 support

99.9% of specialty medications available with Accredo

It's easy to get started

Accredo will call or email you to get you signed up and ready for your first order. Or, if you prefer, you can call Accredo at 1-833-599-0514. For more information about getting started, visit [accredo.com](https://www.accredo.com).



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**AGENDA REPORT
NEW BUSINESS
January 27, 2026**

To: Mayor and City Council

FROM: Clint Benson, Fire Chief

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **ORDINANCE #2843-2026: BILLING FOR VEHICLE ACCIDENTS W/IN CITY LIMITS**

DATE: December 30, 2025

PROPOSED MOTION:

I MOVE TO APPROVE ORDINANCE #2843-2026: AN ORDINANCE REGARDING THE FIRE DEPARTMENT'S USE OF FIRE RECOVERY USA TO BILL FOR MOTOR VEHICLE ACCIDENTS AND OTHER APPLICABLE INCIDENTS WITHIN THE CITY LIMITS.

SUMMARY:

The Fire Department responds regularly to motor vehicle accidents, totaling 112 responses in calendar year 2025. ORS 478.310 allows the city to bill for the cost of these services. Ontario Rural Fire Protection District has used Fire Recovery USA to bill for automobile accidents successfully since 2023. Costs for service continue to rise with income from fees and taxes remaining stagnant. Ontario Fire and Rescue would like to start billing for these responses within the City of Ontario.

BACKGROUND:

In August 2023, the Ontario Rural Fire Protection District passed Resolution #5-2023, which established and implemented a program to charge mitigation rates for services provided by the Ontario Rural Fire Protection District for motor vehicle accidents occurring on transportation routes. Resolution #6-2023, authorized the Director to enter into a contract with Fire Recovery USA. This program has worked well for the District, resulting in revenues of \$12,015 in CY 2023, \$16,371 in CY 2024, and \$3,928 in CY 2025 (total of \$32,314 collected since implementation). Fire Department staff uses the Fire Recovery USA online system to enter the vehicle crash report information, along with a copy of the incident report, and then Fire Recovery USA takes care of billing and collections.

CURRENT SITUATION:

Currently, Ontario Fire does not bill for motor vehicle accidents within the City Limits. Additionally, property taxes within the City of Ontario do not cover the cost of fire department operations.

ANALYSIS:

- A. **STRATEGIC PLAN** Commitment to providing superior quality service requires funding to support these services. With property taxes not supporting Fire Department operations, it is imperative to explore additional funding sources that will help support the city's commitment to provide superior quality services. Many of the transportation accidents that occur within the City of Ontario require a Fire Department response, and many of these transportation accidents involve vehicles registered in areas outside the city and state.
- B. **FINANCIAL** The cost of operating the Fire Department continues to rise due to inflation and operational improvements to the services being provided. In calendar year 2025, staff responded to 112 motor vehicle accidents. As a conservative estimate of income that will be generated by billing for motor vehicle accident responses in the city, if half of these responses were for non-residents, and half of those calls are billable, the estimated annual income from this program will be \$13,132. Financial impacts to the Ontario community members and visitors to Ontario should be minimal. Patron's insurance premiums include costs related to emergency responses. Staff will be billing for monies already paid for by auto insurance holders.
- C. **TIMING** Timing is good to implement this program. Staff is set up with Fire Recovery USA and have used the program in the Rural District since 2023. Cost of goods and services continues to rise, so finding and implementing additional revenue streams is imperative.
- D. **POLICY/LEGAL** ORS 478.310(2)(a)-(b) allows City's to charge for emergency services involving occurrences on a transportation route.

"When a district or city responds to a call for assistance arising from an incident involving an airplane crash or an occurrence on a transportation route within the city or district, the district or city may recover from the person or property receiving the direct fire or safety services as a result of the incident any cost incurred for the following:

(a) The contract or reasonable value of the use, including repairs and depreciation, of the apparatus and equipment used in accordance with a state standardized-costs schedule issued by the State Fire Marshal; and

(b) Other expenses or costs reasonably incurred in furnishing the assistance, as adopted by the service provider."

ALTERNATIVES:

The City can continue not billing for automobile accidents and explore alternative revenue sources.

RECOMMENDATION:

Staff recommends utilizing Fire Recovery USA to bill for automobile accidents, and other applicable incidents, within the city as allowed by ORS 478.310.

ATTACHMENTS:

1. Fire Recovery USA Information
2. Ord #2843-2026 - Fire Services FINAL



www.firerecoveryusa.com

Fire Recovery USA provides funds to fire departments through Cost Recovery.

We Offer Three Main Cost Recovery Programs:

iPad Inspection / Automated billing - By combining technology with automation we can greatly enhance your inspection and permitting program. You inspect, we do the rest, efficiently and quickly with full transparency. We follow up on payments, have 24/7 live data reporting and the highest recovery rate in the industry.

Self Inspection Program - This revolutionary program provides the ability to have base level inspections for ALL businesses. It satisfies your responsibility to assure your businesses are safe. In a rotation with the full inspection above it provides the maximum ability to assure business compliance while supporting the costs of your inspection program. All with a flexible audit capability.

Emergency Response Cost Recovery Program - You incur significant costs responding to incidents. Appropriately recovering the costs of high impact events is becoming the new standard. Let us provide you with an estimate of your potential recovery.

Emergency Response Cost Recovery Program

Although billing for Fire Services sounds simple, how we generate our high recovery rate is very sophisticated. Some fire departments do perform in-house billing; unfortunately, they typically see a low recovery rate (between 10-15 percent). This low rate can be attributed to the fact that the typical fire department or city is not equipped in the field of fire service billing.

Fire Recovery USA uses advanced methods resulting in a proven higher recovery percentage - over 90% of "fluid-based" MVA runs with hazardous materials spills and over 70% of all billable events. This is the highest recovery rate in our industry for all types of runs. So what makes us different?

We have several interesting techniques in our system including methods that we've developed during our years of billing experience that informs the responsible parties of their fiscal responsibilities. While this alone would guarantee us to equal or exceed our competitors; the real basis for our high recovery percentage is our ability to gather the necessary information to recover funds for a call that would otherwise be written off as unrecoverable by others.

What our clients really appreciate is our ability to track down the necessary information of those persons involved in the incidents. We require the least amount of information from the fire departments to create a bill (name of individual, car license number, and the name of the insurance carrier) - that's it! We have investigative techniques (both live and software-based) that allow us to find most of the necessary facts. We believe that this is our responsibility and not the fire departments'.

Bottom line: if you employ our billing service, you will enjoy, not only our excellent customer service and training, but also be confident you have the highest recovery percentages possible.

There is no up-front cost to you as we only take a portion of the money we recover for you as our fee – there are no other costs to you whatsoever.

Fire Recovery USA offers fund recovery to local fire departments for:

- ***Motor Vehicle Incidents***
- ***Hazmat Clean-up***
- ***Vehicle Fires***
- ***Structure Fires***
- ***Special Rescues***
- ***Water Incidents***
- ***Fire Inspections***
- ***And More ...***

www.firerecoveryusa.com

EMERGENCY RESPONSE RECOVERY

How our system works.

Prior to Billing

You pass ordinance that allows you to bill for various services you provide during an emergency incident. These can be all or some of the following: Motor Vehicle Incidents, which includes Accidents and Fires, Structure Fires, Marine and Water Incidents, Hazmat calls, False Alarms, Fire Investigations, and Special Rescue services.

Billing Begins

At The Scene of the Incident: Your personnel will either log the data from the incident using your existing system protocol, or via our paper-based "Incident Reports".

Upon Return to the Station: We have the ability to harvest the billing data from many of today's most popular RMS Systems including, Firehouse, Zoll, Fire Programs, Emergency Reporting, ImageTrend, FDM, etc. If available for your RMS, our link will harvest the data information directly into our RecoveryHub site. If not, your designated personnel will submit the run using our secure RecoveryHub on-line system. When they log-on, RecoveryHub will recognize them and bring them right to your run submission page.

After Submitting the Run: We go to work in claim recovery. By utilizing the advanced technology in RecoveryHub, we should be able to harvest the necessary billing data for most incidents without further contact with the client, depending on the quality of the information provided by your staff.

Virtually all of our interaction is with the at-fault individual and their insurance company. We will determine the existing claim number (or create a new claim with the insurance carrier), bill the individual and submit the claim to the insurance company, provide follow-up proof of laws, legal documents, and other information, and finally, recover the funds.

Our Processing Center: After receiving the run, we assign it to a claim representative. Their job is to track down the individual and existing claim or create a claim with the appropriate insurance carriers and/or responsible parties. We work with the insurance companies involved and/or the police to determine who is responsible if necessary for payment.

Our Processing Center sends the initial claim to the responsible party and their insurance tracks the response(s) and begins to plan for approval of the claim. If initially denied, the claim then moves to our escalation team who responds to the reasons for the denial, provides the responsible party(s) of laws pertaining to the claim, and strategizes the most effective way to counter further denials of this claim. **Fire Recovery USA uses advanced methods resulting in a proven higher recovery percentage - over 90% of "fluid-based" MVA runs with hazardous materials spills and over 70% of all billable events.**

Viewing or Printing Reports is Available 24/7: The main benefit of this program is our exclusive 24/7 "Real-Time" information and status access through our RecoveryHub website. You'll never again have to wait for your data or reports. You can access from virtually any computer, anywhere in the world.

The status of each run (Current or Archived) is available 24/7, online, on RecoveryHub. This will both provide immediate account information, but also allow you to forecast incoming funds and plan for their use.

Payment of Runs

On or before the 7th of each month, we issue a check for all payments received prior to the previous month's cut-off date (typically the 24th), minus our collection fee. This payment will also include an itemized breakdown of what runs the check is paid against.



BILLING FOR STRUCTURE FIRES

How we bill for structure fires:

When a Fire Department submits a run to us for a structure fire.

Most personal lines insurance policies (homeowners) have a \$500 limit for fire department responses but all policies are different so this may vary. Some insurance companies require the property owner to file the claim, in which case we would have to send a bill directly to the property owner and they will then have to submit the bill to their insurance company. If and when an insurance company pays our invoice, they will often pay the policyholder directly as that is technically who their contract is with. For us to collect that money on your behalf we will need to be able to bill that policyholder directly. The account is sent to collections if the policyholder has received payment and does not forward the check. If the insurance company pays the policyholder directly and you are not willing to allow us to bill the policyholder directly, we cannot bill structure fires for you.

Renters insurance does not cover structure fires. These policies only cover the tenant/renters contents. We must have the actual homeowner/property owner's name, address, and insurance information to successfully bill this.

Commercial Structure Fires are structured similarly but we have to consider the commercial insurance deductible in these cases. If a commercial policy has a \$5,000 deductible, for example, and the loss does not exceed that amount or is close to that amount the insured may not file a claim with their insurance company. If we submit an invoice on your behalf for \$750 for a commercial structure fire response, the insured may not submit to their commercial insurance as the loss may be below the deductible. In this case, we have no choice but to bill this directly to the policyholder as a claim was not filed with the insurance company.

If you are unwilling or unable to bill directly for fires, please do not submit structure fire responses to us for cost recovery.



ORDINANCE #2843-2026

AN ORDINANCE ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED BY/FOR THE CITY OF ONTARIO

- WHEREAS,** the emergency and non-emergency services response activity to incidents continues to increase each year; Environmental Protection requirements involving equipment and training, and Homeland Security regulations involving equipment and training, creating additional demands on all operational aspects of the fire department services; and
- WHEREAS,** the fire department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and
- WHEREAS,** raising real property tax to meet the increase in service demands would not be fair when the responsible party(s) should be held accountable for their actions; and,
- WHEREAS,** the City Council of the City of Ontario Fire Department desires to implement a fair and equitable procedure by which to collect said mitigation rates and shall establish a billing system in accordance with applicable laws, regulations and guidelines.

NOW, THEREFORE, CITY OF ONTARIO ORDAINS AS FOLLOWS:

SECTION 1: The City of Ontario shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in "EXHIBIT A". The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in "EXHIBIT A", which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document. The mitigated rates maybe adjusted from time to time by Resolution of the Council.

SECTION 2: A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.

SECTION 3: The fire department's City Council may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

SECTION 4: It is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the codified ordinances of the City Council.

SECTION 5: This ordinance shall take effect thirty days (30) from the date of adoption as permitted by law.

SECTION 6: The Mitigation Rates lists in Exhibit A will increase annually based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.

PASSED AND ADOPTED by the City Council of the City of Ontario this ____ day of _____, 2026, by the following vote:

AYES:

NAYES:

ABSENT:

SIGNED by the Mayor this ____ day of _____, 2026.

Deborah K. Folden, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

EXHIBIT A
MITIGATION RATES
BASED ON PER HOUR

The mitigation rates below are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department’s actual burdened labor costs and not just a firefighter’s wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

Level 1 - \$637.00

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$726.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and contained for disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$886.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,915.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$584.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

HAZMAT

Level 1 - \$1,029.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$3,673.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – \$8,673.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$391.00 per HAZMAT team.**

FIRES

Assignment - \$585.00 per hour, per engine / \$732.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common “billing level”. This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$585.00 per hour, per engine / \$732.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common “billing level”. This occurs almost every time the fire department responds to a water incident.

Billed at \$600 plus \$72 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$1,205 plus \$72 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,984 plus \$72 per hour per rescue person, plus \$140 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$600 plus \$72 per hour, per rescue person. Additional rates of \$600 per hour per response vehicle and \$72 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$367 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$585 per hour.

Truck billed at \$794 per hour.

Command at \$367 per hour

Miscellaneous equipment billed at \$440.

MITIGATION RATE NOTES

The mitigation rates above are average “billing levels” for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter’s basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.



**AGENDA REPORT
NEW BUSINESS
January 27, 2026**

To: Mayor and City Council

FROM: Clint Benson, Fire Chief

THROUGH: Danny K. Cummings, City Manager

SUBJECT: LEXIPOL: FIRE DEPARTMENT POLICIES AND PROCEDURES UPDATE

DATE: January 20, 2026

PROPOSED MOTION:

I MOVE TO APPROVE THE USE OF \$15,838.84 FROM THE PUBLIC SAFETY FUND FOR THE IMPLEMENTATION OF LEXIPOL'S POLICY MANUAL AND TRAINING SYSTEM FOR THE FIRE DEPARTMENT.

SUMMARY:

The Ontario Fire Department's current Standard Operating Procedures and Policies are antiquated and need revised. Public safety agencies have had great success using Lexipol. Lexipol is an all-in-one platform for public safety agencies that provides state-specific fire policies and training tools for agencies. The system uses daily training briefings to keep firefighters knowledgeable of current policies and procedures and provides regular state and federal updates to ensure the department has policies and procedures in place that meet current regulations. Lexipol has been used successfully by the Ontario Police Department for several years and is a system that has proven valuable statewide in public safety agencies. This action will provide the fire department with an up-to-date policy manual, daily training bulletins for staff, policy updates related to State and Federal regulations and court decisions affecting fire departments, and a web-based platform and mobile app that includes Fire Rescue 1 Academy, a state-of-the-art training platform with fire, EMS, and hazmat related training. Fire Rescue 1 Academy also allows our training to be documented in a cloud-based system, compared to the current antiquated system (CertRight) running off a CD Rom. Lexipol will greatly enhance the fire department's policies, procedures, and training documentation.

BACKGROUND:

Ontario Fire's current standard operating procedures (SOPs) were written prior to 2014, with minor additions and edits in 2021 and 2022 related to blood-borne pathogens and Oregon OSHA's heat illness prevention plan. Our SOPs are in PDF format and are emailed to new staff upon hire. Our current SOPs need revised or rewritten to accommodate current apparatus (new ladder truck Tower 199 and Tender 158), policy memorandums (medical call tiering and training requirements), updates to the City's Employee Manual, and staffing strategies (new positions, such as Captain, Engineer, and four-person staffing). Once updated, the SOPs should

be reviewed and approved by the City's Legal Council to ensure they meet current State and Federal requirements. This is very time-consuming work that should be reviewed and approved by Legal Council on an annual basis. Lexipol's program provides legally sound and up-to-date policies and a cloud-based training records management system.

CURRENT SITUATION:

Our current Standard Operating Procedures are outdated and need revised. Once revised to meet our current operations and State and Federal requirements, these procedures should be reviewed and approved by Legal Council to ensure they will serve the City's needs. Public safety funds are available and will be put to good use in revising the Standard Operating Procedures. With the proven value and success that Ontario Police Department has had with Lexipol, it seems prudent for the fire department to use Lexipol to revise our SOPs and ensure they are legally sound year after year. Our current training records management system is CertRight, which was implemented in June 2007 and is operated off of a CD-ROM. With our recent computer updates, this program is experiencing glitches which are worrisome.

ANALYSIS:

- A. **STRATEGIC PLAN** Revising the fire department's Standard Operating Procedures to meet current local, State, and Federal regulations shows a commitment to providing superior quality service and allows staff to act decisively and know what is expected of them each day. Using a company like Lexipol ensures that these standards will be legally sound, readily available to staff through an app on their phones and well understood through regular training that is provided through Lexipol's daily briefing trainings. This action also provides efficiency by streamlining the revision process and creating a secure system to track firefighter training.
- B. **FINANCIAL** The initial financial investment for the City is \$15,838.84, which includes onboarding and creating a sound policy based on national best practices which will meet current local, State and Federal requirements. This cost also includes a top-tier training program and a cloud-based training records management system for our firefighters. Beginning July 1, 2026, and each year thereafter, the fire department will budget for the annual \$12,889 cost for ongoing service with Lexipol. This cost is similar to what Ontario Police Department pays annually for their Standard Operating Procedures and training platform through Lexipol. This investment will ensure that Ontario Fire & Rescue has up-to-date training and high-level standard operating procedures that are updated regularly as changes occur through court decisions and State and Federal mandates related to the fire service. An investment in legally sound standard operating procedures will help prevent future legal expenses that could result from outdated policies.
- C. **TIMING** Timing is important, as our current Standard Operating Procedures are antiquated and have not been reviewed and approved by legal council to ensure they meet current local, State, and Federal requirements.
- D. **POLICY/LEGAL** This action will provide the City with a sound and up-to-date policy for fire department operations. Sound policy protects the City and fire department staff from unnecessary legal costs related to personnel and day-to-day operations. Lexipol also provides daily training based on our standard operating procedures and a cloud-

based training records management system, which will greatly help with bi-annual training audits conducted by Oregon DPSST.

ALTERNATIVES:

One alternative is to have the City's legal council review the fire department's current Standard Operating Procedures and give recommendations for edits and additions. Legal review should be completed annually to ensure that the SOPs include local, State and Federal regulation changes, as well as case law that affects fire department operations. The fire department can continue exploring the cost of a cloud-based training program to replace our current and fragile CD Rom-based system. Our research into similar training platforms, like Vector Solutions, found an annual cost of around \$6,000 annually for a similar cloud-based training records management system.

RECOMMENDATION:

Staff recommends accepting the proposal from Lexipol for onboarding and implementation of a new standard operating procedure and training platform using \$15,838.84 of the Public Safety Fund.

ATTACHMENTS:

1. Lexipol Proposal
2. Lexipol Solution Overview



PROPOSAL

Ontario Fire and Rescue Department

About Us

Created in 2003 by two attorneys (and former law enforcement officers), Lexipol exists to serve those who serve others. We know the weight public safety leaders carry—and we believe no one should bear it alone. That's why we build tools and deliver guidance that help fire service and EMS department leaders cut through complexity and protect what matters most: your people, your purpose, and your community. With a range of informational and technological tools that enhance accountability, reduce safety risks, and build community trust, Lexipol helps your team achieve total readiness.

12K

PUBLIC SAFETY AGENCIES
AND MUNICIPALITY
CUSTOMERS

670K

FIRST RESPONDERS
USING LEXIPOL
SOLUTIONS

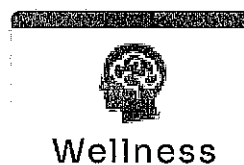
170

PARTNERSHIPS WITH PUBLIC
SAFETY ASSOCIATIONS AND
RISK POOLS

Solutions For Today. Ready For Tomorrow.

Lexipol is the only all-in-one platform for fire service and EMS leaders that supports every aspect of your operations, so you can stay ready for what's next.

- **Policy:** Improve policy compliance with state-specific fire service policies researched and written by policy and legal professionals – and tools to efficiently distribute them and track personnel acknowledgements as laws and standards evolve.
- **Training:** Meet training mandates and ensure safer, more consistent decision-making in the field with comprehensive, high-quality training courses and videos, backed by tools to manage credential renewal.
- **Wellness:** Empower your agency with a wellness program that combines 24/7, confidential, app-based support with data-driven analytics to identify trends, tailor wellness initiatives, and foster a culture of sustained resilience and engagement.
- **Grants:** Identify, apply for, and secure grants that fund essential agency needs with a real-time, online database and team of experienced grant writers.



Description of Services

Successful adoption of Lexipol Online Training begins with proper setup and configuration. This service ensures your agency's training is deployed efficiently with our Implementation Specialists, helping agencies establish a solid foundation for ongoing training management.

- Public safety agencies face evolving challenges that demand continuous skill development, compliance management, and leadership growth. Lexipol Online Training empowers agencies to build field-ready skills while improving operational efficiency and reducing administrative burden. With content developed by trusted fire service and industry experts, Lexipol Online Training provides agency leaders and personnel with the tools necessary to enhance compliance, build field-ready skills, and save time and resources.
- 24/7 online and mobile app access that lowers overtime and travel expenses while supporting hands-on training opportunities
- Full-length courses and videos grounded in real-world application
- Automated alerts for overdue assignments and credential gaps, enhancing training oversight
- Intuitive analytics dashboards and automated reporting to reduce paperwork and manual tracking
- Structured learning plans and promotional tracks that guide onboarding, recertification, and career advancement

If Professional Services solutions are included in your purchase, the following additional terms apply:

Cancellation and Rescheduling of Meetings

Both the Customer and Vendor recognize that the nature of professional services engagements may necessitate changes to scheduled meetings due to unforeseen circumstances. In the event that either party needs to cancel or reschedule a planned meeting, the following terms shall apply:

1. **Notice of Change:** The party requesting the change must provide email notice to the other party as soon as reasonably possible. A minimum notice period of one (1) business day prior to the scheduled meeting time is required, except in cases of emergency.
2. **Rescheduling Efforts:** Upon receiving a notice of change, both parties agree to make a good faith effort to reschedule the meeting at a mutually convenient time. The party initiating the change shall propose at least two alternative dates and/or times within 5 business days of the original meeting date.
3. **Emergency Cancellations:** Recognizing that emergencies can arise, a shorter notice period may be acceptable at the discretion of the non-initiating party. In such cases, both parties agree to work collaboratively to reschedule the meeting as soon as possible.
4. **Repeated Cancellations:** If either party cancels or requests to reschedule meetings on more than three (3) occasions without adequate notice or justification, it may be considered a breach of the terms of this engagement, subject to review and discussion between the parties to address the impact on the project timelines and deliverables.
5. **Communication:** All notifications regarding meeting cancellations or rescheduling should be communicated through the designated points of contact for each party, using the agreed-upon methods of communication (e.g., email, project management software).

Time is of the essence:

The parties agree that time is of the essence in the performance of the obligations under this Statement of Work (SOW). Lexipol Professional Service shall adhere to the project schedule, milestones, and delivery dates specified herein, recognizing that timely completion is a critical component of the services being provided. Lexipol will recommend a project schedule that has been successful in allowing agencies to complete their policy work within the prescribed timelines. These can be adjusted to fit the needs of the agency/staff availability, but any request by the agency to extend time for performance beyond timeline end dates must be mutually agreed upon by both parties. If Lexipol Professional Services observes that the project is at risk of exceeding the planned duration, an escalation email and conversation will take place with the agency CEO to notify of the schedule concern and discuss a remediation plan to address.

Personnel Changes

Lexipol acknowledges the importance of consistency and continuity in the resources allocated to this project to ensure its successful completion. While we endeavor to maintain the same personnel on the project throughout its duration, we reserve the right to change assigned resources as necessary. Changes in personnel may occur due to unforeseen circumstances such as illness, resignation, or other reasons that may prevent the originally assigned resources from continuing the project. In the event of a change in personnel, Lexipol guarantees that any new resources assigned will possess equivalent qualifications, experience, and expertise necessary to meet or exceed the project's requirements. We are committed to ensuring a seamless transition, minimizing any potential impact on the project timeline and quality of deliverables. Lexipol will provide timely notice to the Customer of any changes in project personnel, along with details of the replacement resource's qualifications and the plan for transition to maintain project continuity.

If personnel changes happen on the Agency side of the project, Lexipol requests that the agency notify the Professional Services Specialist assigned to the project. The Specialist will then work with the agency contacts to determine if there will be a schedule delay while new resources are identified. Once the new resources are onboard, the Specialist will provide a project status overview, training on the KMS Platform, and review of how to view and make any revisions to policies already covered by the project. The project effort will not reset and begin from the beginning, however, to redo any policy decisions that were previously made. The project will resume at the point left off and cover the remaining policies and system functionality.

All services listed in this SOW are services provided in conjunction with other Lexipol subscription services and cannot be ordered as a standalone offering.

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Fire Procedures

- Clear and accessible procedures are imperative to ensure safe, effective and consistent emergency response and personnel interactions. Lexipol's fire procedures, based on national best practices, give you critical operational and administrative procedures as well as a template to build on. More than 35 best practice procedures designed to support safe and effective operations
- Tactical procedures address the operations most often cited as contributing to firefighter injury or death as well as the most common call types
- Administrative procedures address the areas of highest legal liability as well as best practices for organizational success
- Scenario-based training reinforces live training
- Mobile-friendly decision trees and checklists prevent essential steps from being missed

Agency is Purchasing the following

Order Summary

001 Prorated cost (2026-03-01 to 2026-06-30)

Qty	Description	Unit Price	Disc (%)	Disc Amt	Tax Amount	Extended
17	Annual Fire Policy Manual & Daily Training Bulletins	\$8,903.00	0%	\$0.00		\$2,967.67
17	Annual Fire Supplemental Manual(s)	\$1,517.00	0%	\$0.00		\$505.67
17	Annual Fire Procedures	\$999.00	0%	\$0.00		\$333.00
17	Fire Academy - (Fire Rescue 1)	\$1,470.00	0%	\$0.00		\$490.00
Discount:				\$0.00	Subtotal:	\$4,296.34

002 One-Time Set up (2026-03-01 to 2027-06-30)

Qty	Description	Unit Price	Disc (%)	Disc Amt	Tax Amount	Extended
1	Fire Full Implementation	\$18,685.00	50%	\$9,342.50		\$9,342.50
1	Fire Agency-Specific Content Extraction	\$3,700.00	50%	\$1,850.00		\$1,850.00
1	OLL Implementation in Condor	\$350.00	0%	\$0.00		\$350.00
Discount:				\$11,192.50	Subtotal:	\$11,542.50

003 Annual Subscription (2026-07-01 to 2027-06-30)

Qty	Description	Unit Price	Disc (%)	Disc Amt	Tax Amount	Extended
17	Annual Fire Policy Manual & Daily Training Bulletins	\$8,903.00	0%	\$0.00		\$8,903.00
17	Annual Fire Supplemental Manual(s)	\$1,517.00	0%	\$0.00		\$1,517.00
17	Annual Fire Procedures	\$999.00	0%	\$0.00		\$999.00
17	Fire Academy - (Fire Rescue 1)	\$1,470.00	0%	\$0.00		\$1,470.00
Discount:				\$0.00	Subtotal:	\$12,889.00

Discount: \$11,192.50

Subtotal: \$28,727.84

Tax:	
Total Due:	\$28,727.84

Notes

SPECIAL OFFERS IN THIS AGREEMENT valid with signed Agreement received on or before 1/31/2026.

SPECIAL OFFER Policy Management Platform:

- Start Jan 2026. + 6 for 4 (6 months for price of 4).
- 50% off of Full Implementation (\$11,192 discount)
- Pro-rated payment (for the first 6 months) is due in January 2026.
- The remaining 12-month subscription fee is due in July 2026.

Discount Notes

Policy Management

► Solution Overview

Reduce risk, enhance accountability & improve efficiency

Public safety agencies face constant legislative and regulatory changes, making it critical to keep policies updated. Failure to do so can lead to compliance issues, operational inefficiencies, and increased liability. Yet, many agencies struggle with policy management, relying on outdated, paper-based systems that are difficult to track, update, and enforce.

Managing policies manually wastes hundreds of hours, from locating documents to ensuring personnel are properly trained. Without a streamlined system, personnel may be referencing outdated policies, leading to inconsistent enforcement, gaps in training and unnecessary risk in the field.

Lexipol Policy offers:

Customizable, state-specific policy content

Policies written by legal and public safety experts, with regular updates to reflect evolving laws and standards

Scenario-based training

Short, focused trainings help staff understand and apply policies in real-world situations

AI-powered policy assistant

Instant, accurate answers based on your agency's policy content—no searching, no delays, just clarity for better decision-making

Insight and Activity Centers

Centralized views for both end users and administrators focusing on progress and compliance

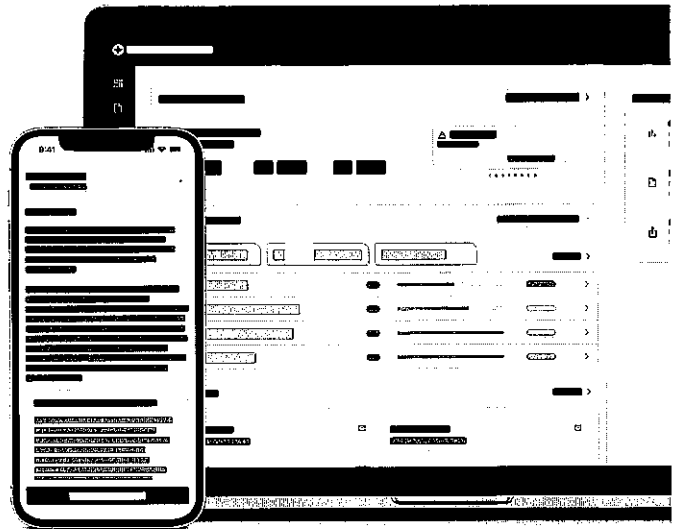
Electronic tracking and acknowledgment

Clear records of policy distribution and acknowledgement to reduce liability

Expert guidance and support

Assistance with customizing, implementing, and maintaining policies that meet your agency's needs

Achieve Peace of Mind with Lexipol Policy



Reduce risk and improve compliance

Reduce the risk of costly settlements with legally vetted policies and documented acknowledgments



Increase safety

Protect personnel and community members with clear policy direction that leads to better decisions



Improve policy understanding

Help personnel apply policy to real-life situations with short, scenario-based training



Enhance efficiency

Save hundreds of admin hours annually with automated policy updates and compliance reporting



Provide policy on demand

Encourage personnel to access policy guidance instantly through our secure online platform and mobile app



Strengthen accountability

Track compliance with documented policy acknowledgments and training completion

99%

of Lexipol Policy customers are confident their agency is operating in line with state and federal laws and best practices.



Ready to learn why thousands of agencies trust Lexipol for policy management?

Contact us today to request a consultation!



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**AGENDA REPORT
NEW BUSINESS
January 27, 2026**

To: Mayor and City Council

FROM: Marshall Pierce, City Engineer/Project Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **FUNDING OPTIONS FOR NEW RIVER INTAKE**

DATE: January 20, 2026

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE THE FUNDING STRATEGY OF PURSUING A COMBINATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND SAFE DRINKING WATER LOAN (SDW) TO FUND THE CITY'S NEW SECONDARY RIVER INTAKE PROJECT AT OUR WATER TREATMENT PLANT (WTP).

SUMMARY:

The City's Secondary River Intake Project is nearing final design by Consor. The project's estimated construction costs have increased over the last two years to potentially \$4,000,000. The City is eligible for an additional \$2,000,000 available through the CDBG program, however, the CDBG program's existence is at risk at both the state of Oregon and the Federal level. The City has two options for funding this project: 1.) a combination of CDBG funds (assuming the program is still available) and SDF funds, or, 2.) all SDW funds.

BACKGROUND:

In 2023, the City was awarded a \$500,000 CDBG for the engineering design of the new Secondary River Intake at our WTP. At that time, the City was eligible for up to an additional \$2,000,000 for construction funding. The City selected Consor to perform the engineering design for this project. Since then, the estimated construction costs have increased, and the CDBG program may cease to exist. The project is nearing final design, and the City is now at a crossroads for funding strategy.

CURRENT SITUATION:

The City needs to determine a funding source for this project, and there are two potential options.

ANALYSIS:

- A. **STRATEGIC PLAN** The proposed application is consistent with the city's Strategic Plan.
- B. **FINANCIAL** The City has two options for funding this project: 1.) a combination of CDBG funds (assuming the program is still available) and SDF funds, or, 2.) all SDW funds. Option 1 will include an application to SDW for \$2,000,000 leaving the remaining \$2,000,000 funded from the CDBG (if it remains). Option 2 will be all \$4,000,000 funded from the SDW, of which up to half may include principal forgiveness.
- C. **TIMING** The City needs to make a decision before the end of the first week of February as the SDW applications are due in February.
- D. **POLICY/LEGAL** The City Council must authorize the application.

ALTERNATIVES:

The City has two options for funding this project: 1.) a combination of CDBG funds (assuming the program is still available) and SDF funds, or, 2.) all SDW funds. Option 1 will include an application to SDW for \$2,000,000 leaving the remaining \$2,000,000 funded from the CDBG (if it remains). Option 2 will be all \$4,000,000 funded from the SDW, of which up to half may include principal forgiveness.

RECOMMENDATION:

Staff recommends option #1, that is - applying for a \$2,000,000 SDW loan and waiting the rest of the year out to see if the CDBG will remain or not. If so, pursuing the remaining \$2,000,000 via the CDBG, and if not, increasing the City's SDW application to \$4,000,000.

ATTACHMENTS:

None



**AGENDA REPORT
NEW BUSINESS
January 27, 2026**

To: Mayor and City Council

FROM: Marshall Pierce, City Engineer/Project Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **DUCOTE CONSULTING TASK ORDER AWARD: SDW AND CDBG APPLICATION**

DATE: January 20, 2026

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE OF DUCOTE CONSULTING TASK ORDER IN THE AMOUNT OF \$7,500 TO ASSIST WITH APPLYING FOR A NEW SAFE DRINKING WATER (SDW) LOAN FUND AS WELL AS A NEW COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), AND AUTHORIZE THE CITY MANAGER TO SIGN ALL DOCUMENTS.

SUMMARY:

The City is in need of additional funds for the new Secondary River Intake project construction. The City will need to apply for funding via the SDW and CDBG programs.

BACKGROUND:

In 2023, the City was awarded a \$500,000 CDBG for the engineering design of the new Secondary River Intake at our WTP. At that time, the City was eligible for up to an additional \$2,000,000 for construction funding. The City selected Consor to perform the engineering design for this project. Since then, the estimated construction costs have increased, and the CDBG program may cease to exist. The project is nearing final design, and the City needs to obtain additional funds for construction.

CURRENT SITUATION:

The City is in need of additional funding for this project and will need the assistance of Ducote Consulting for the loan and grant Letter of Interest (LOI) and applications. Applying for either of these does not commit to them, however, there are tight application windows that must be met.

ANALYSIS:

- A. **STRATEGIC PLAN** The proposed application is consistent with the city's Strategic Plan.
- B. **FINANCIAL** The Task Order amount is \$7,500, to be funded from the UCF.

- C. **TIMING** There are tight application windows that must be met. SDW applications are due on February 15th. Time is of the essence.
- D. **POLICY/LEGAL** The City Council must authorize the application.

ALTERNATIVES:

Not pursue additional funding, which would commit the City to either canceling the project or funding it themselves.

RECOMMENDATION:

Staff recommends approving Ducote Consulting's Task Order Award in the amount of \$7,500 and authorizing the City Manager to sign all documents.

ATTACHMENTS:

1. Council Update and Funding Strategy Memo

To: Ontario City Council, c/o Marshall Pierce
From: Nick Ducote, Ducote Consulting
Re: Funding for Secondary River Intake Project (Construction)
Date: 1/20/2026

The City of Ontario's Secondary River Intake Project is nearing the completion of Final Design by Consor. The project's costs have escalated over the last two years to ~\$4,000,000. The City has \$2,000,000 potentially available from the Community Development Block Grant (CDBG) program. Unfortunately, the CDBG program's existence is at risk from both the state of Oregon and federal levels. The balance of project funds, or all of the project funds, could come from

CDBG Program – The FY26 CDBG allotment to the state was in the federal budget and the contract was sent to Business Oregon to sign sometime in Fall 2026. The Oregon Department of Justice has spent several weeks (or months) reviewing the document and sent their recommendation to Business Oregon in early January. It's not clear if the current recommendation is to sign it, or not sign it. Additionally, the President's proposed budget recommendation for FY27 has removed the CDBG program entirely. This is not the first time the program has been threatened to be cut, but anything is possible in this environment.

Two alternatives –

1. CDBG + Safe Drinking Water Loan (SDW)

- a. CDBG: \$2,000,000
- b. SDW: \$2,000,000
 - i. *Some level of principle forgiveness may be given, but isn't guaranteed.*
 - ii. Could be: \$1,000,000 loan/\$1,000,000 grant.
- c. CDBG will have Affordability Rate requirement. Ontario's water rate for 7,500 gallons for residential will need to be **at least \$45.72**.
 - i. However, new Census data this year could increase this number.
- d. It is feasible to apply for \$2m SDW now, then wait to see what happens with CDBG in 2026. If CDBG is not an option, City can increase its SDW ask and still receive more principal forgiveness/grant.

2. All Safe Drinking Water Loan

- a. CDBG: \$0
- b. SDW: \$4,000,000
 - i. Could be: \$2,000,000 loan / \$2,000,000 grant
- c. No mandatory Affordability Rate requirement, only pay debt service.

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

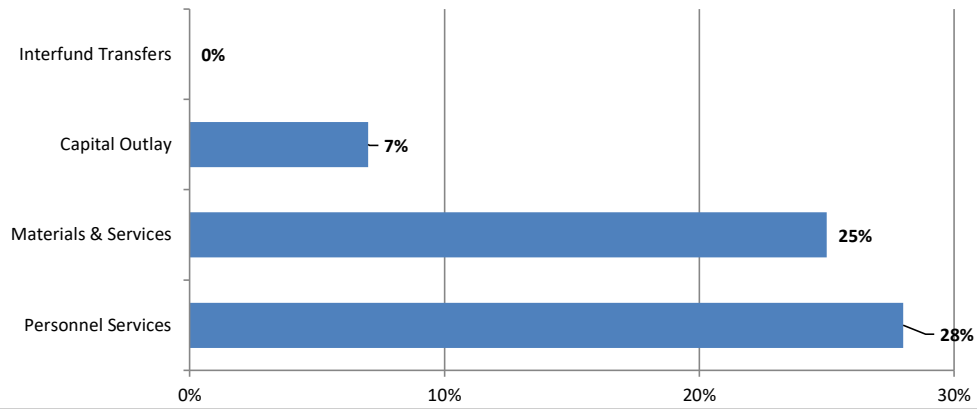
DEPARTMENT	BUDGET	ACTUAL	% REALIZED	COMMENTS
GENERAL FUND BEGINNING FUND BALANCE	4,695,701	7,617,616	162.2%	
Parks	111,020	34,038	30.7%	
Parks & Recreation	111,020	34,038	30.7%	
Fire	234,492	74,918	31.9%	
Code Enforcement	13,100	2,725	20.8%	
Police	746,885	249,748	33.4%	
Dispensary Business License	130,200	65,800	50.5%	
Public Safety Total	1,124,677	393,191	35.0%	
Interest	85,000	74,764	88.0%	
State Revenue Sharing	145,898	-	0.0%	
Administrative Services	497,148	165,716	33.3%	
Other General Revenues	8,000	24,220	302.8%	
Property Taxes	4,733,677	257,355	5.4%	
Alcohol Bvg License & Fee	212,129	32,969	15.5%	
Cigarette tax	7,005	1,792	25.6%	
Marijuana tax	2,500,000	-	0.0%	
Franchise Fees	1,877,480	403,163	21.5%	
Cemetery	30,900	12,767	41.3%	
General Government Total	10,097,237	972,747	9.6%	
Planning & Zoning	4,000	420	10.5%	
Community development	4,000	420	10.5%	
Operating Transfers In	48,090	-	0.0%	
Transfer Total	48,090	-	0.0%	
GENERAL FUND REVENUE TOTALS	\$ 11,385,024	\$ 1,400,395	12.3%	
YTD CURRENT YEAR PROFIT(LOSS)				\$ (1,737,825)
YTD BUDGET BENCHMARK				33.3% -21.0%

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

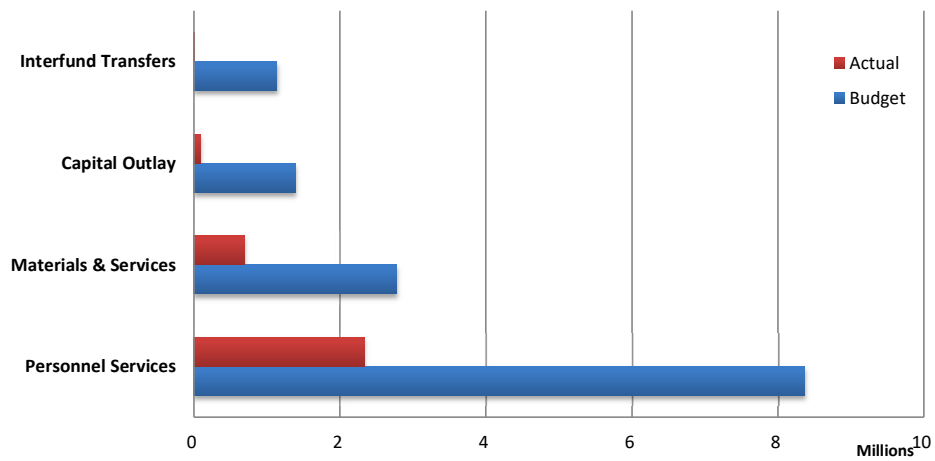
DEPARTMENT	BUDGET	ACTUAL	% EXPENDED	COMMENTS
Parks	476,419	63,767	13.4%	
Parks & Recreation	476,419	63,767	13.4%	
Fire	2,808,489	750,538	26.7%	
Code Enforcement	248,976	39,113	15.7%	
Police	6,004,047	1,486,314	24.8%	
Public Safety Total	9,061,512	2,275,965	25.1%	
Administration	638,385	177,339	27.8%	
City Council	31,857	5,162	16.2%	
Business Registration	1,100	7	0.7%	
Cemetery	140,823	58,676	41.7%	Jacobs contract prepaid
Finance	286,138	64,242	22.5%	
Technology	303,774	79,699	26.2%	
General Government Total	1,402,077	385,125	27.5%	
Community development	174,421	55,916	32.1%	
Community Development	174,421	55,916	32.1%	
Administrative Overhead	1,009,600	333,591	33.0%	Liability insurance payment annual
Non-Departmental Contributions	454,500	23,857	5.2%	
Other Total	1,464,100	357,448	24.4%	
Operating Transfers Out	1,090,544	-	0.0%	
GENERAL FUND TOTALS	\$ 13,669,073	\$ 3,138,220	23.0%	
YTD BUDGET BENCHMARK			33.3%	 10.4%

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

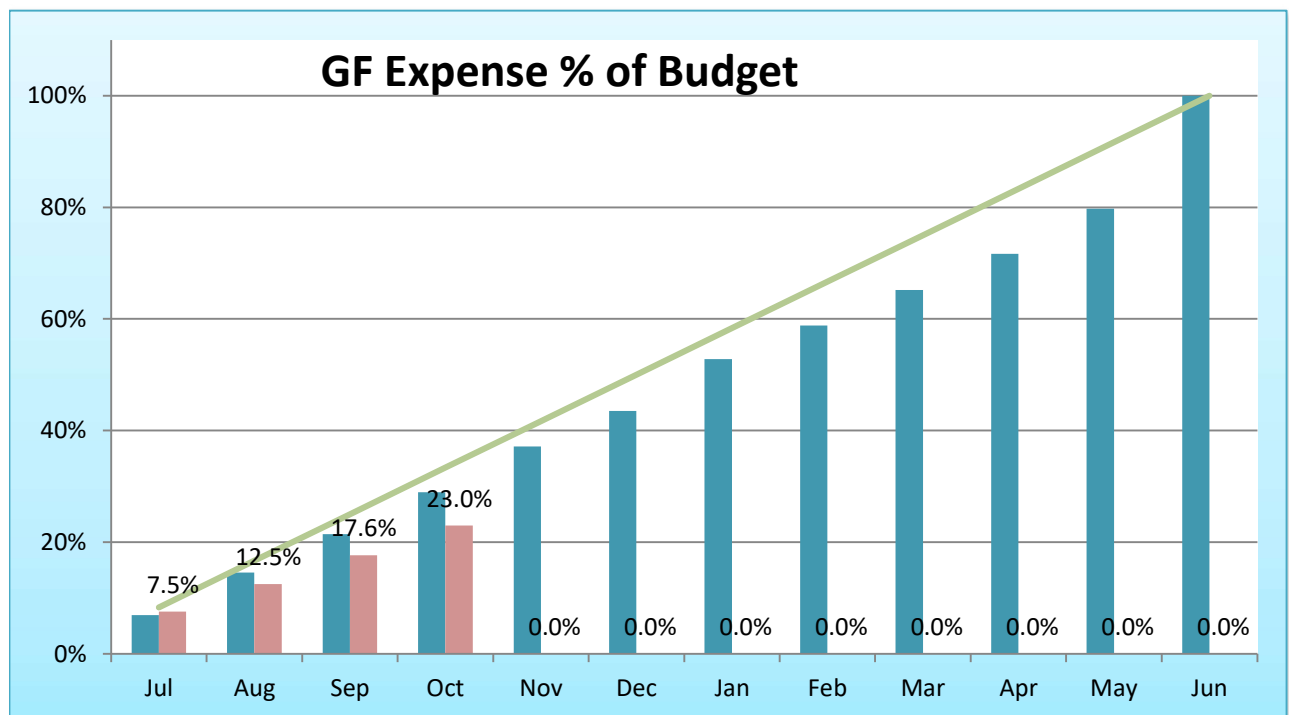
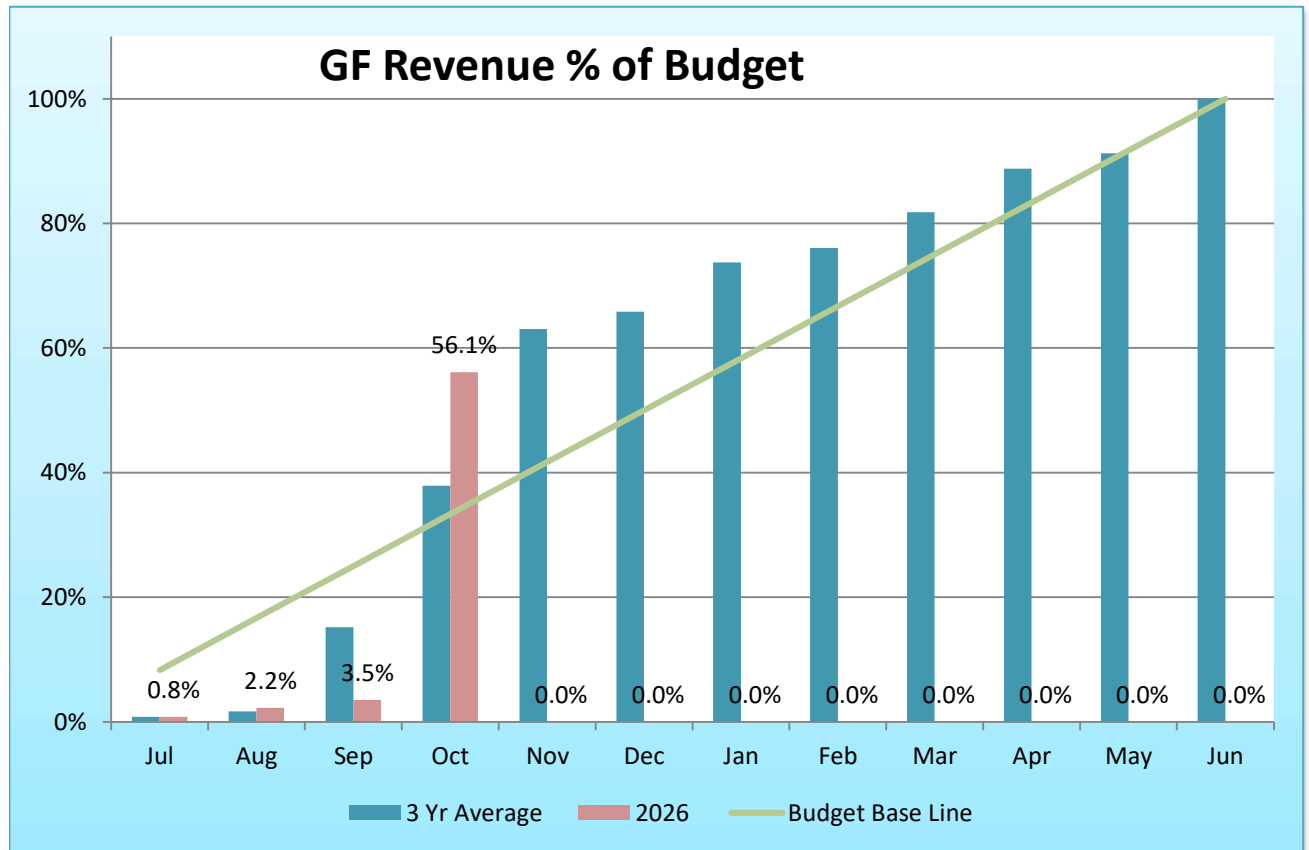
% Expended by Category



Budget to Actual by Category



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



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

DEPARTMENT/FUND	REVENUES				EXPENDITURES		
	BUDGET	ACTUAL	% REALIZED		BUDGET	ACTUAL	% EXPENDED
002 Marijuana Enforcement Fund	31,549	22,495	71.3%		31,549	-	0.0%
010 Grant Fund	1,200,977	376,891	31.4%		1,200,977	53,453	4.5%
027 Building Fund	957,103	1,194,048	124.8%		239,537	107,131	44.7%
030 Capital Projects Fund	6,144,414	6,045,194	98.4%		6,025,437	182,632	3.0%
031 SDC Fund	1,020,771	1,000,504	98.0%		1,020,771	-	0.0%
045 Street Fund	5,452,772	3,057,790	56.1%		5,452,772	1,041,074	19.1%
050 Trust Funds	1,452,158	939,815	64.7%		1,452,158	137,723	9.5%
055 Reserve Funds	4,401,625	4,136,672	94.0%		3,721,138	218,994	5.9%
060 Revolving Loan Fund	313,857	300,148	95.6%		313,857	40,000	12.7%
105 Water Fund	6,814,691	4,884,125	71.7%		5,557,324	1,648,076	29.7%
110 Sewer Fund	5,729,717	4,057,192	70.8%		4,613,711	1,460,519	31.7%
115 Storm Sewer Fund	492,466	424,540	86.2%		173,999	52,291	30.1%
120 Airport Fund	273,791	422,025	154.1%		273,791	181,743	66.4%
125 Aquatic Fund	1,029	1,029	100.0%		1,029	-	0.0%

Comments:

YTD BUDGET BENCHMARK

33.3%



**AGENDA REPORT
OLD BUSINESS
July 12, 2022**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: **DOWNTOWN ATTRACTION PLAN BY GGLO**

DATE: July 7, 2022

PROPOSED MOTION:

I MOVE TO PROCEED WITH THE PLAN PROPOSED IN THE SUMMARY TO MOVE THE DOWNTOWN ATTRACTION PROJECT FORWARD.

SUMMARY:

At the June 28th Council meeting, GGLO presented their phased plan for the downtown attraction. The design of the first phase will cost \$70,000, the amount the city has budgeted for FY 22-23. GGLO would like to meet to discuss a plan for how to move the project forward, including the steps below:

- Mark from GGLO, Dan or May, and the Mayor meet with the former Mayor of Caldwell and founder of Destination Caldwell, Keri Smith-Sigman, to better understand the economic benefits, programming and operations of a re-envisioned Moore Park from folks who have been through it.
- Decide on who a 'champion' from the city can be for this now and moving forward (Dan? May? Mayor? A Council member?).
- Mark from GGLO, Dan or May, and the Mayor meet to talk about a reasonable Phase 1 and budget, to understand what is approvable and politically acceptable.

BACKGROUND:

GGLO and Trademark Designs had a community outreach booth at the Spring Fling event on April 9th in Moore Park. They presented the feedback they received on the park feature options and design options at the April 12, 2022 Council meeting. GGLO presented a four-phase plan at the June 28, 2022 Council meeting based off of the feedback they received from the community on April 9, 2022 and the Council on April 12, 2022.

CURRENT SITUATION:

A plan has been recommenced and it is time to move to the next step of finalizing the design.

ANALYSIS:

- A. **STRATEGIC PLAN** This impacts the strategic plan goal of desirability. Improving a park to create more things to do for our community will make it a desirable place to be.
- B. **FINANCIAL** The Moore Park downtown attraction project has \$70,000 allocated in the budget for design in FY 22-23.
- C. **TIMING** If design is completed in FY 22-23, construction can begin at the beginning of FY 23-24.
- D. **POLICY/LEGAL** The Council is required to approve professional service contracts.

ALTERNATIVES:

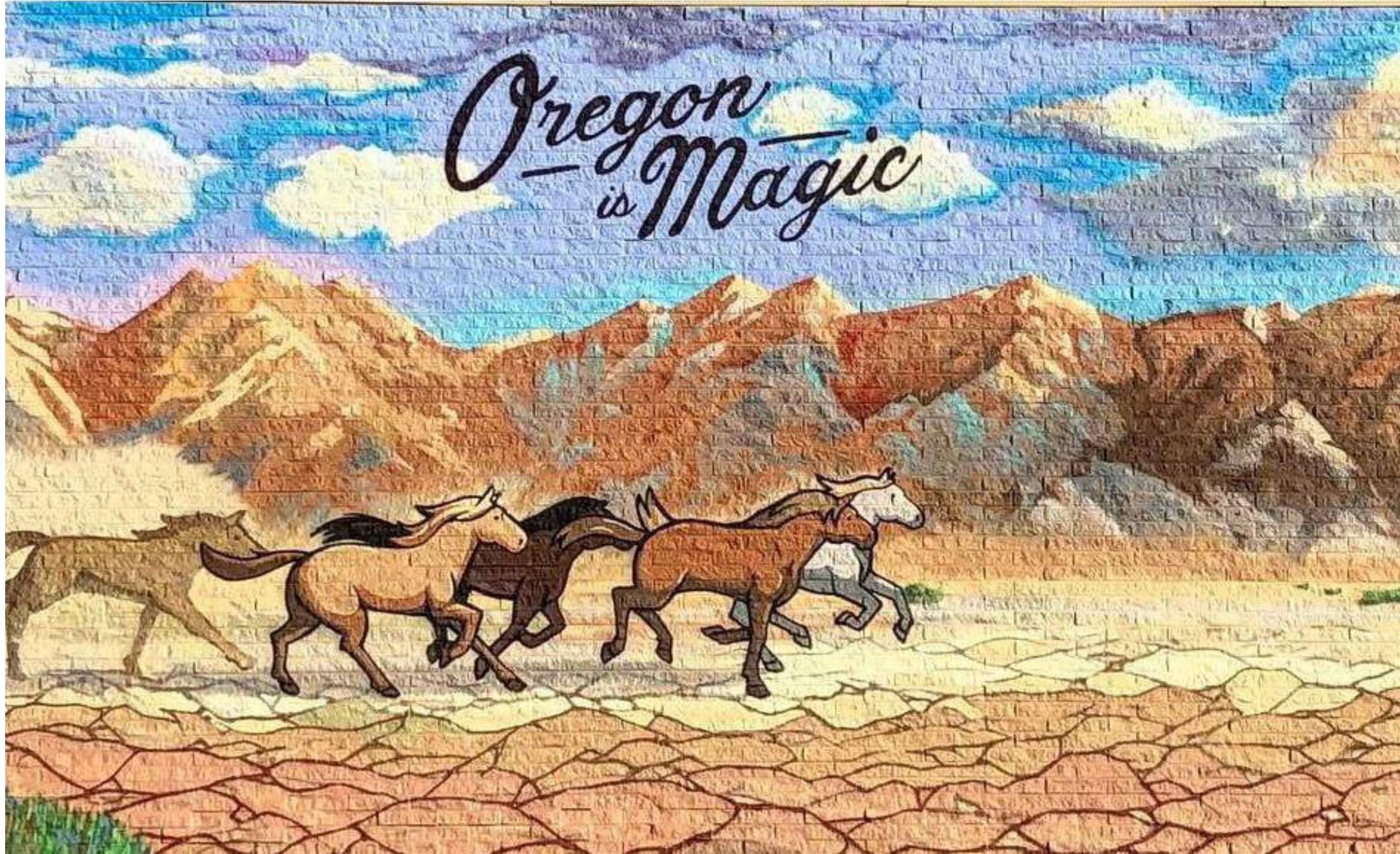
City Council can approve Phase 1 of the project for an amount not to exceed \$70,000.
City Council can table the decision until a future Council meeting.

RECOMMENDATION:

Staff recommends moving forward with the steps presented in the summary.

ATTACHMENTS:

1. GGLO- 20220621_Moore Park_Landscape Package_final_email



The Oregon Mural Trail in Ontario, OR by artist Jesse Hazelip

MOORE PARK
Ontario, OR

GGLO
MOORE PARK
Design Concept
June 21, 2022

DESIGN + DEVELOPMENT TEAM

Owner

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



ONTARIO
OREGON
THE GATEWAY TO ADVENTURE

Contact:
Dan Cummings
City Manager Pro Tem

May Swihart
Human Resources Manager /
Assistant to the City Manager

Landscape Architect

GGLO
1199 Shoreline Dr,
Boise, ID 83702
(208) 953-7227

Contact:
Mark Sindell, Principal
msindell@gglo.com
(206) 902 -5672

Michael Lipko, Project Manager
mlipko@gglo.com
(206) 902-5452

Jason Miller, Landscape Architect
jmiller@gglo.com
(208) 579-5471

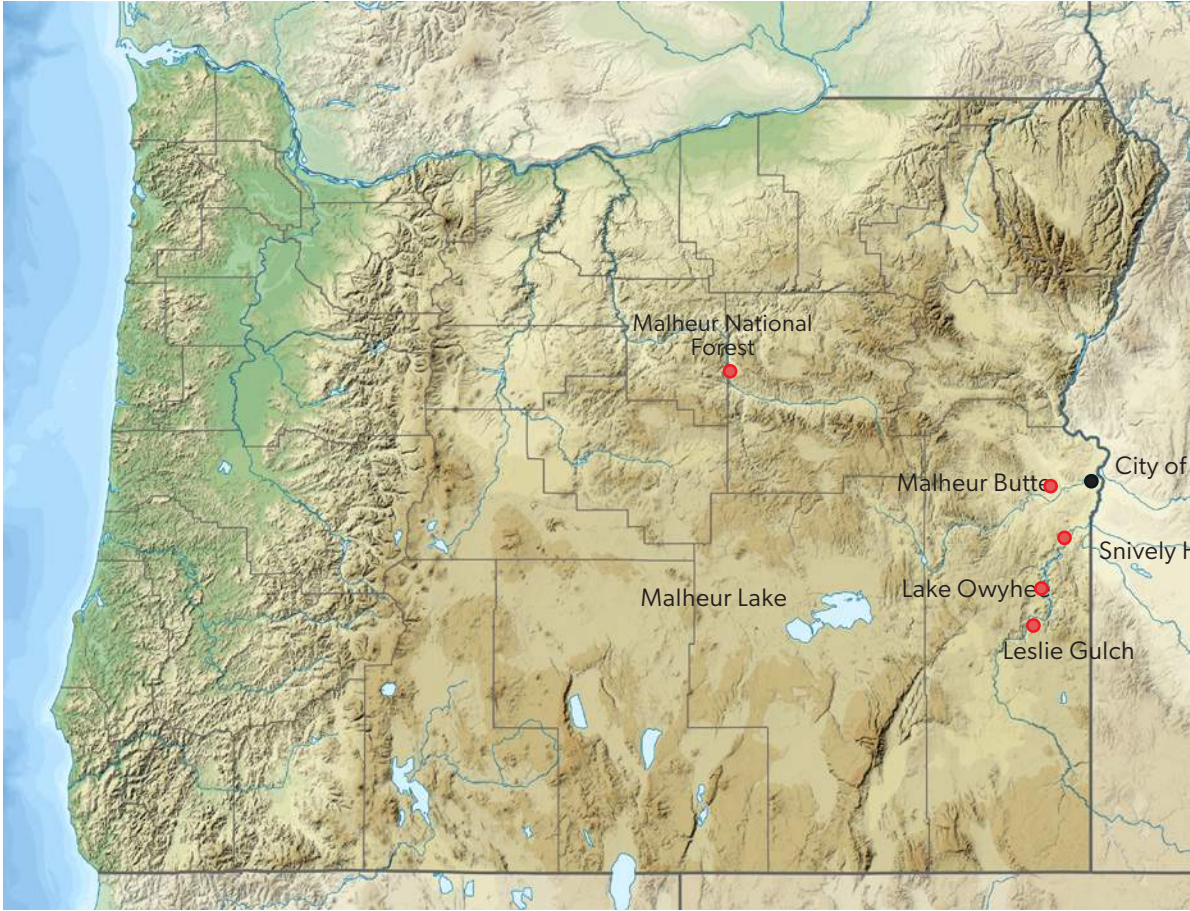
Wayfinding and Project Branding

TRADEMARK
915 West Royal Blvd
Boise, Idaho 83706

Contact:
John Yarnell, Founder / Principal
john@trademarkcreative.com

Andie Kelly, Designer
andie@trademarkcreative.com

4	SECTION 01 REGIONAL AND NATURAL CONTEXT
6	SECTION 02 CULTURAL, HISTORICAL, & ENVIRONMENTAL
8	SECTION 03 ONTARIO COMMUNITY VALUES
9	SECTION 04 SITE ANALYSIS
11	SECTION 05 ACTIVATION TIMELINE AND PLACEMAKING
13	SECTION 06 PROJECT VISION AND CASE STUDIES
20	SECTION 07 PROGRAMMING
22	SECTION 08 PROGRAM DIAGRAMS
25	SECTION 09 PUBLIC PROCESS AND SURVEY RESULTS
35	SECTION 10 SITE PLAN CONCEPT
38	SECTION 11 PROPABLE COST



State of Oregon Recreation Map



Malheur Butte



Succor Creek



Snively Hot Springs



Malheur National Forest



Payette River



Owyhee River



Malheur River



Leslie Gulch

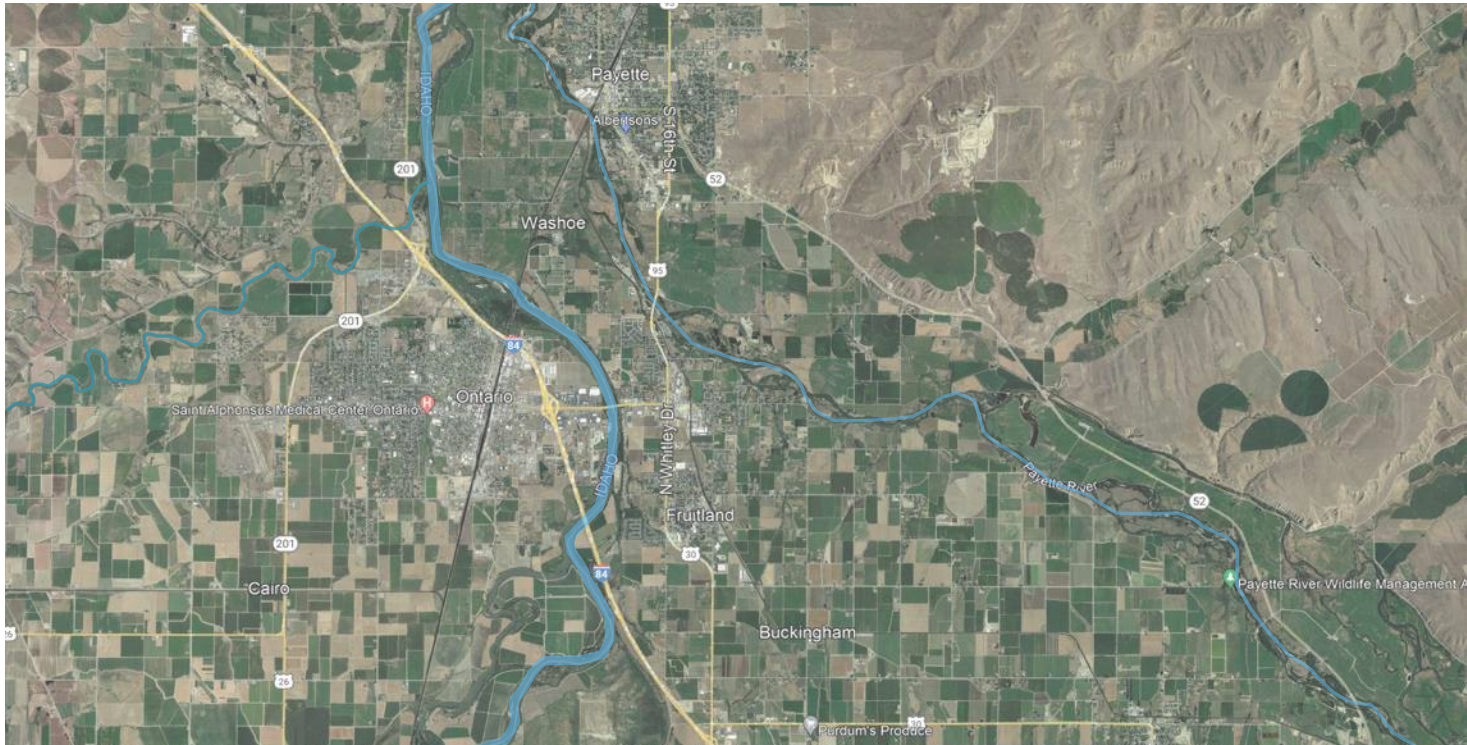


Lake Owyhee

REGIONAL LANDSCAPES

SCENIC LAKES | HOT SPRINGS | CARVED CANYONS

Ontario can attribute most of its geology to the fertile alluvial plain of the Malheur and Snake Rivers. Deposition from lakes and volcanic basalt lava floods once covered thousands of square miles and have eroded to the modern day forms with rich soils and basalt monuments resisting erosion with geothermal hot springs present.



Confluence of Malheur River and Snake River



Payette River



Malheur Butte - Extinct Volcano



Snake River



Malheur River



Owyhee River



Dense basalt and volcanic rock resists erosion

VOLCANIC LANDSCAPE

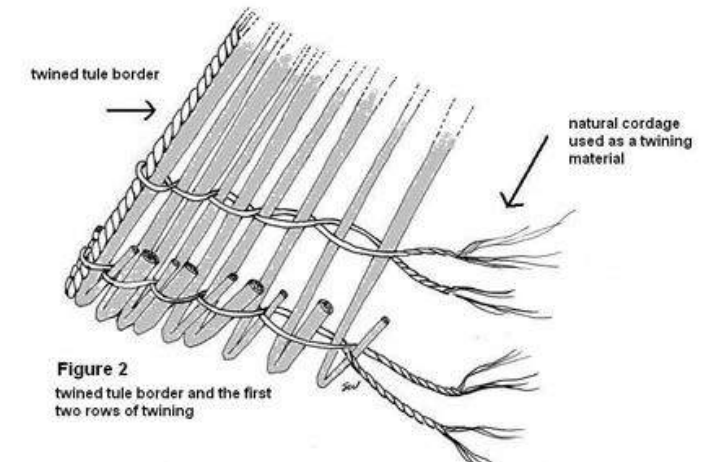
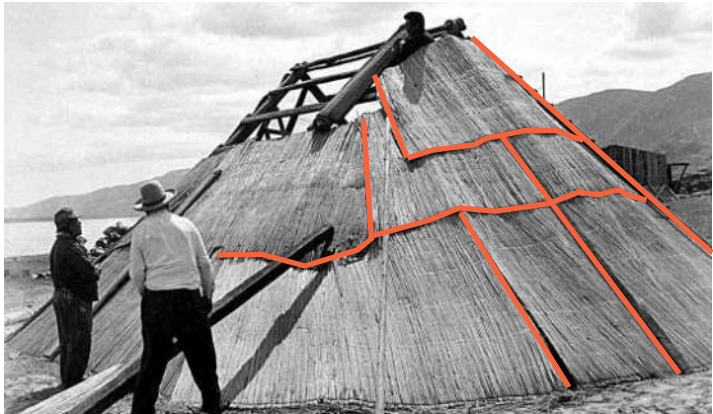
ERODED | SEDIMENTED | VOLCANIC | MEANDERING WATERWAYS | LANDSCAPE CONTRAST

Ontario can attribute most of its geology to the fertile alluvial plain of the Malheur and Snake Rivers. Deposition from lakes and volcanic basalt lava floods once covered thousands of square miles and have eroded to the modern day forms with rich soils and basalt monuments resisting erosion with geothermal hot springs present.

First Nations

Several tribes including Northern Paiute, Nez Perce, Umatilla, Cayuse, Walla Walla and Shoshone inhabited and inhabit the Snake River Valley and eastern Oregon. Many were originally river people, living along tributary streams in what is now eastern Oregon and western Idaho. They fished, traded, and traveled by canoe or on foot. Like other Columbia Plateau peoples, their lives were governed by the “seasonal round.” They moved with the seasons in a pattern based on available foods: toward the Columbia River in the spring, when the salmon began running; to other locations when the berries were ripe or the camas roots -- a nutritious mainstay of the aboriginal diet -- were ready to be harvested.

It is our historical understanding that the dominate tribe in the area was the Northern Paiute.



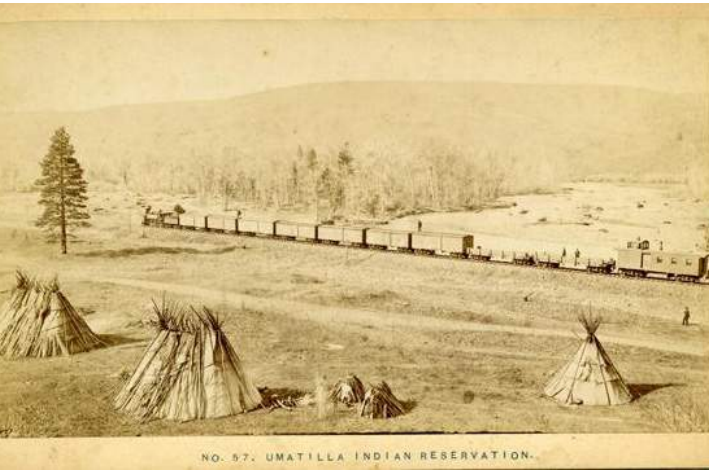
TULE-MAT HOUSE AND TEXTILES

Extended families lived together in rectangular longhouses, held up by wooden poles covered with tule mats. Tule (pronounced “too-lee”) is a type of sedge that swells when wet. Winter rains would cause the tules to swell, closing gaps between them and providing a relatively waterproof structure.



RIVERS AND WATER AS LIFE

Tribal life revolved around rivers and sustenance they provided year-round. They fished, traded, and traveled by canoe or on foot. Winters were spent in villages in the river valleys, where it was easier to find firewood and some shelter from the ever-present wind.



HORSES AND SETTLER CONTACT

Acquisition of the horse led to what historian Theodore Stern has called “a revolution in perspective” for the Cayuses. No longer restricted to what they could carry or what their dogs could pull, they moved into new areas, traveling as far east as the Great Plains and as far west as California, to hunt, trade and fight.

Immigrants

“Where Oregon Begins” was the city’s proud motto, but diving into Ontario’s own historic beginnings reveals a story of migration and a story about how Ontario itself became the truly multicultural community it is today.

Elmo Smith, then Ontario’s mayor and later governor of Oregon, called for the U.S. government to allow Japanese descendants to relocate inland to Ontario since living on the West Coast had been cited as a chief concern. Paired with Malheur County’s desperate need for agricultural workers, Japanese Americans in Oregon were able to abandon the makeshift living quarters at the Portland Assembly Center and escape internment on May 20 following the adoption of Civilian Restrictive Order 2.

The construction of the Oregon Short Line Railroad in 1883 was essential to Ontario’s economic successes and led to an influx of international laborers that included a large arrival of Basques, a sheep herding indigenous ethnic group hailing from the Iberian Peninsula near the Pyrenees mountain range that hugs France and Spain. Ontario wasn’t officially founded until 1899, but one of the five original white American settlers used the opportunity to pay homage to his hometown of Ontario, Canada, in a big way.

As the newly minted Ontario became the livestock industry hub of the region, the public lands provided ample opportunity for grazing. By 1900, the number of sheep in Malheur County had ballooned steadily. Hundreds of Basque inhabited Eastern Oregon and brought along family members. By 1940, the influx slowed, but 1.4 percent of Ontarians in 2010 still identified as Amerikanuak, or of Basque ancestry in the United States.

Thousands of Mexican migrant farmworkers were recruited as part of the Bracero program introduced in 1942 to similarly keep up with the agricultural labor demands. Nearly half a million Mexican workers migrated to Oregon, California, Texas and other states by 1947. Nyssa, Ore. – Fewer than 15 miles south of Ontario – became home to the largest Latinx population due to its proximity to farms, and Ontario followed closely behind.

For Ontarians, diversity is a proud legacy and tradition that continues today.



JAPANESE IMMIGRANTS

Community for Japanese immigrants began with agricultural work during WWII and continues today with the celebration of their culture including the Obon Festival and the Idaho-Oregon buddhist temple. Ontario’s Japanese population remains the largest per capita in Oregon.



MEXICAN IMMIGRANTS

Bracero Program, official title Mexican Farm Labor Program, series of agreements between the U.S. and Mexican to allow temporary laborers from Mexico, known as braceros, to work legally in the United States. Latinx students now account for 67 percent of all students enrolled in the Ontario School District.



EUROPEAN IMMIGRANTS

The construction of the Oregon Short Line Railroad in 1883 was essential to Ontario’s economic successes and led to an influx of international laborers that included Basques, a sheep herding indigenous ethnic group hailing from the Pyrenees mountain range that hugs France and Spain. Ontario wasn’t officially founded until 1899, but one of the five original settlers used the opportunity to pay homage to his hometown of Ontario, Canada,

Modern Day Ontario

Ontario today is a community built on the history of the rich agricultural soil provided by the confluence of four rivers. Residents have a strong connection to the community and appreciate the strong history and identity of the town. The town is surround by scenic natural landscapes which have abundant opportunities for recreation.

AGRICULTURE



Agricultural Production

RIVERS AND WATER AS LIFE



Recreation

ART AND CULTURE



Community Gathering



Farmer's Market



Play



Cultural Events

LOCAL BUSINESS
SUPPORT

WELCOMING
ATTITUDE

AGRICULTURAL
ROOTS

FAMILY FRIENDLY

RESPECT FOR
GEOLOGY AND
WATERSHED

GATEWAY TO
ADVENTURE

SAFE AND HEALTHY

COMMUNITY
INVOLVEMENT

LARGE COMMUNITY
CELEBRATIONS

NEIGHBORLY

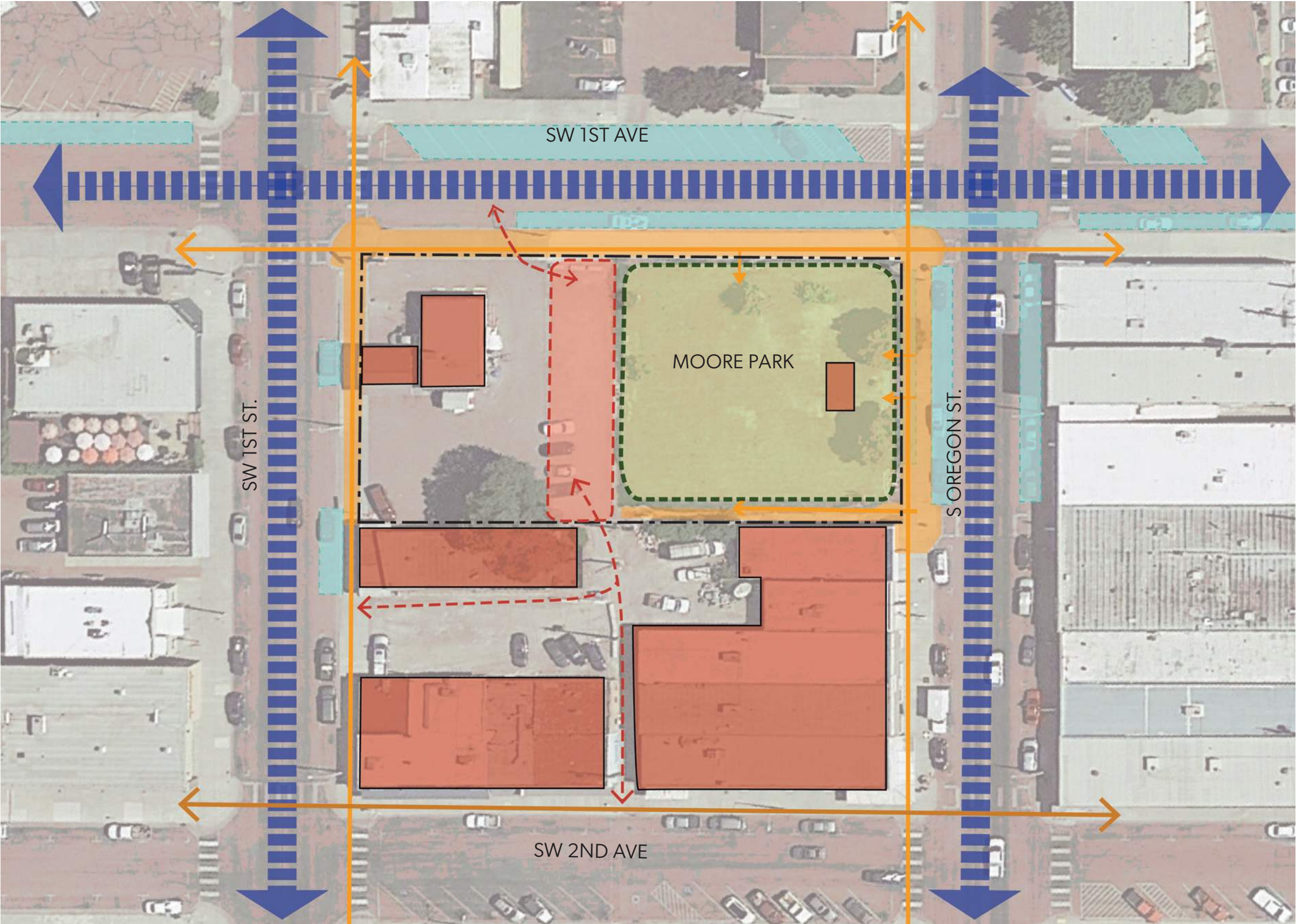
COMMUNITY
PRIDE

STRONG IDENTITY
& HISTORY

ACCESS & USE DIAGRAM

LEGEND

-  Pedestrian Zone
-  Maintenance Access
-  Adjacent Parking
-  Existing Lawn
-  Adjacent Buildings
-  Primary Pedestrian Circulation
-  Vehicular Route
-  Maintenance Route
-  Moore Park Boundary



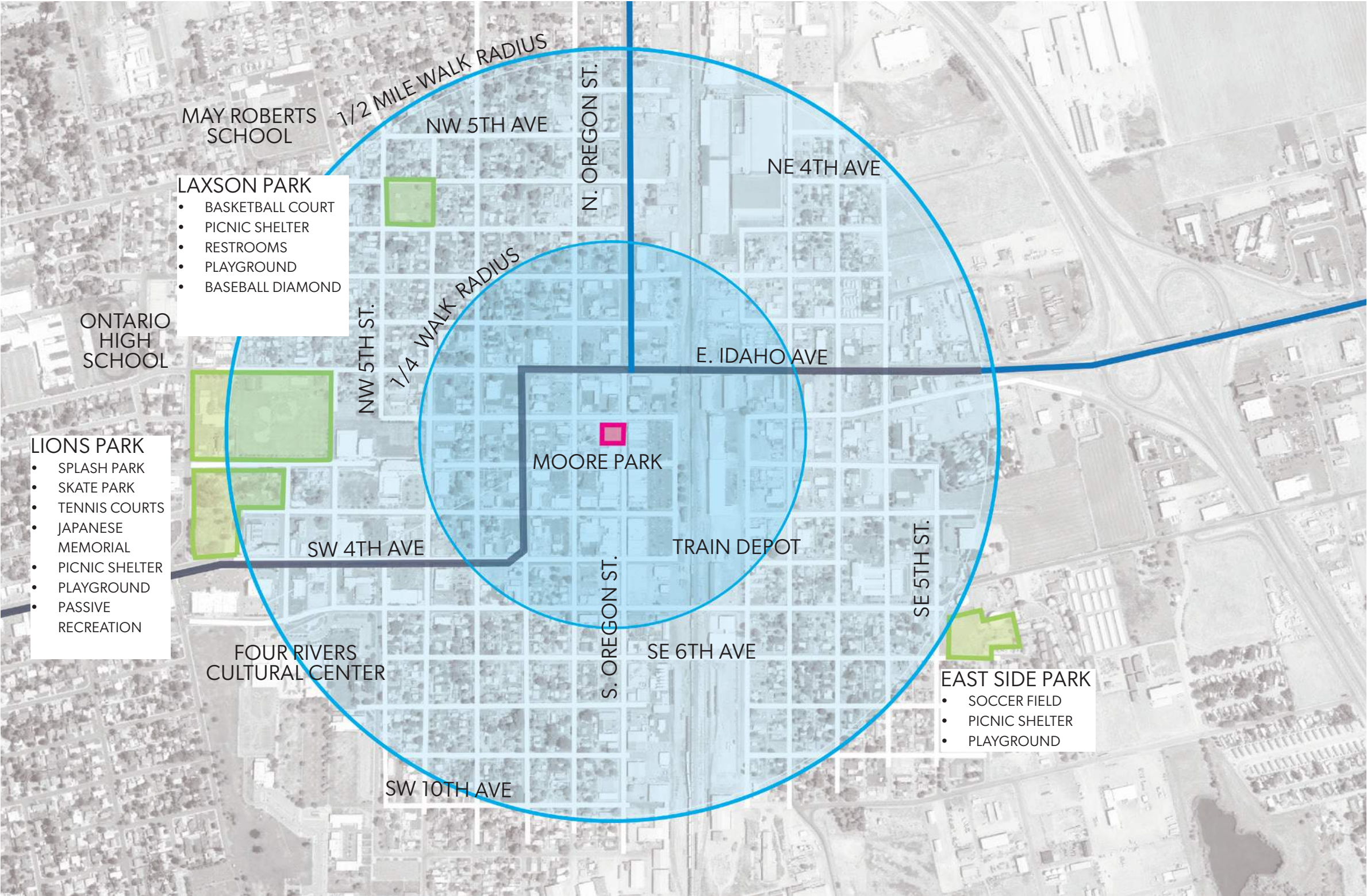
LEGEND

MOORE PARK

MAIN STREET

ONTARIO PARKS

BIKE ROUTES





4th of July Parade & Fireworks



Winter Wonderland Parade



Tater Tot Festival



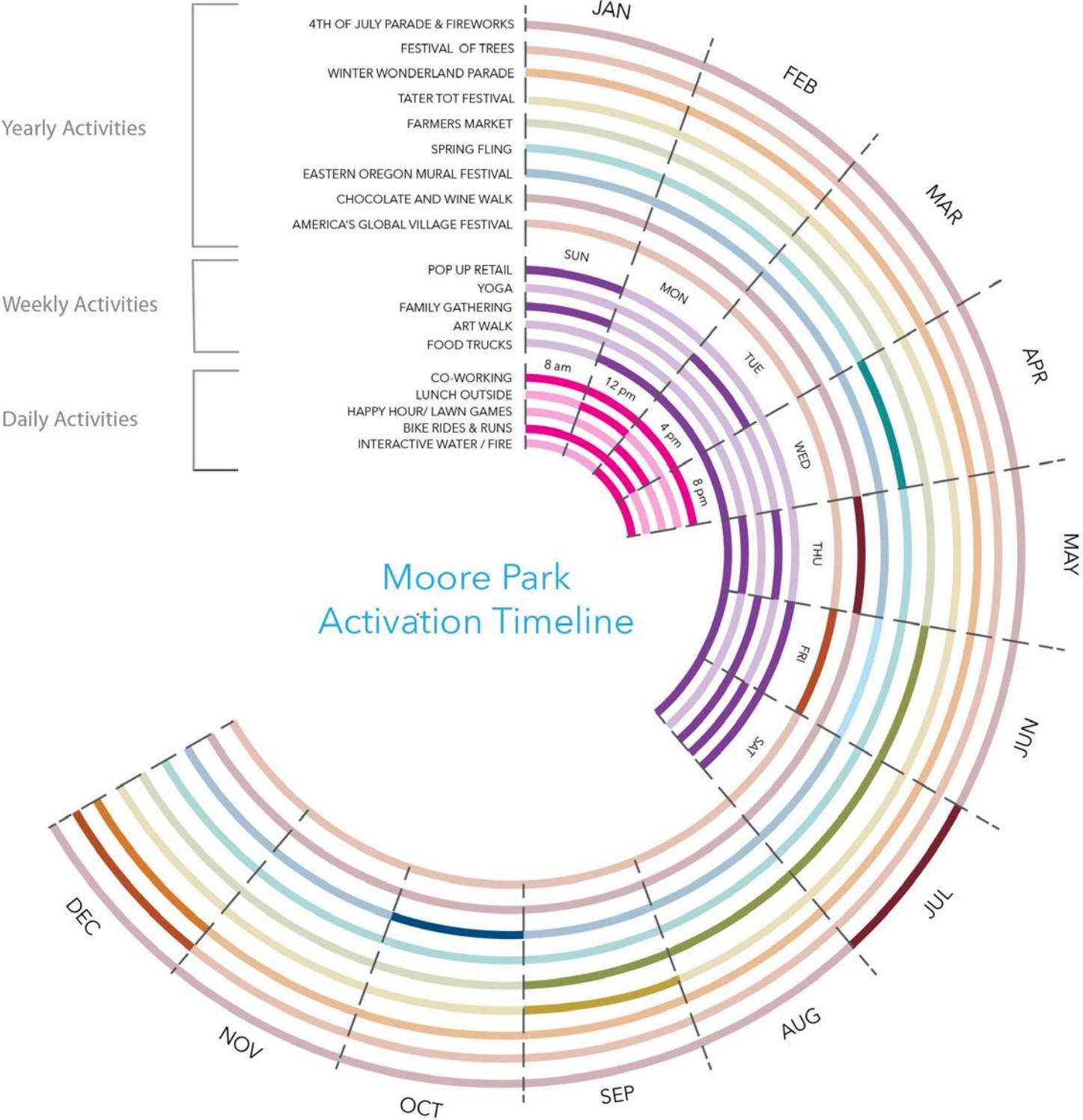
Farmers Market



Chocolate and Wine Walk



America's Global Village Festival



THE POWER OF 10+

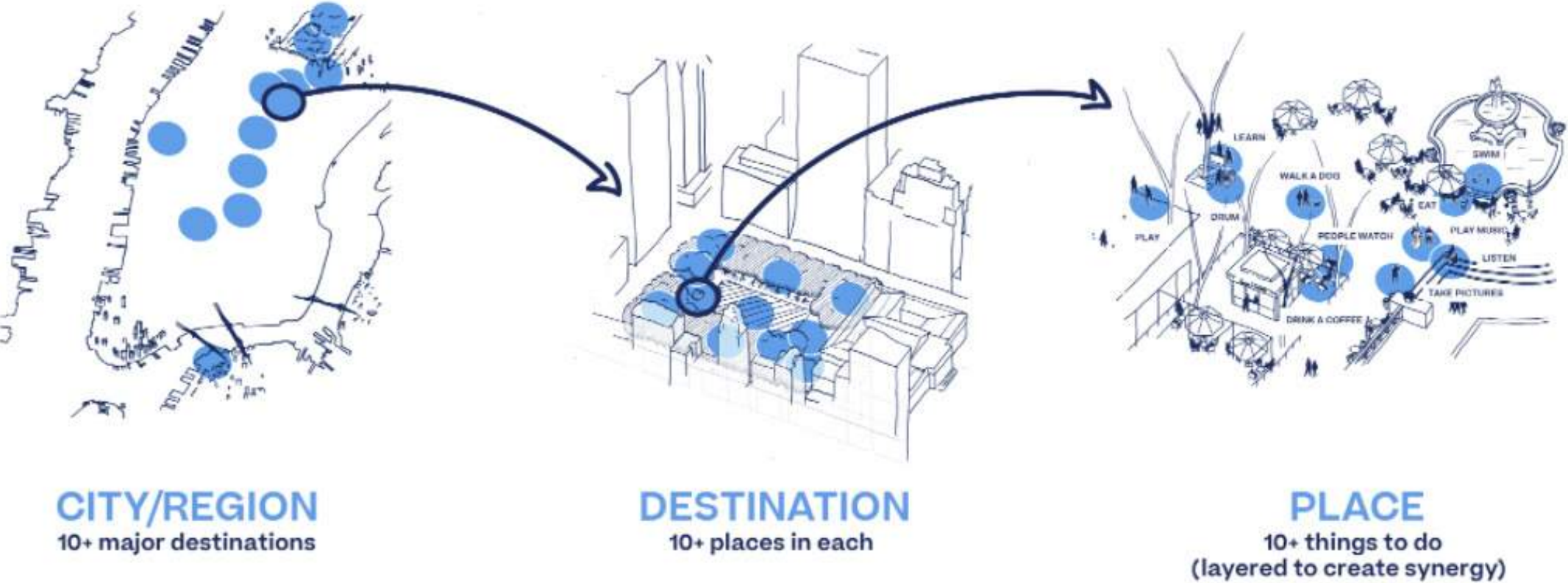
The Power of 10+ is a concept Project for Public Spaces developed to evaluate and facilitate Place making at multiple city scales. It is a powerful tool for generating constructive conversations to identify targeted Place making efforts. Cities succeed or fail at the human scale—the place scale—and this scale is often overlooked. The Power of 10+ shows how paying attention to the human experience when building a city’s destinations and districts can have immediate and widespread impacts.

The idea behind this concept is that places thrive when users have a range of reasons (10+) to be there. These might include a place to sit, playgrounds to enjoy, art to touch, music to hear, food to eat, history to experience, and people to meet. Ideally, some of these activities will be unique to that particular place, reflecting the culture and history of the surrounding community. Local residents who use this space most regularly will be the best source of ideas for which uses will work best.

Further, when cities contain at least 10 of these destinations or districts, their public perception begins to shift amongst both locals and tourists, and urban centers can become better equipped for generating resilience and innovation.

Power of 10+

How Cities Transform Through Placemaking



Project
for Public
Spaces

PROGRAM & ACTIVITIES	↑ GRAND	Summer Concert	
		Winter Festival	
		Kids' Carnival	
		Craft Beer Festival	
		Block Party	
	—	Movie Night	
		Ice Skating	
		Performance	
		Ice Sculpture Competition	
		Dog Show	
		Pop-Up Retail	
		Food Trucks	
		Splash Play	
		Outdoor Gallery	
		Tai Chi, Yoga & Zumba	
		Lawn Games	
		Snow Play	
		Pop-Up Dining	
		Chess & Ping Pong	
		Picnic	
		Daily Casual Gathering	
		Art Cart	
	↓ INTIMATE	Book Cart	
		Casual Seating	
		Sun Bathing	
		Information Kiosk	

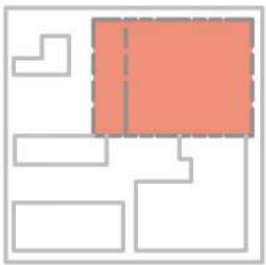


Project Size Comparison

Open Space Buildings



Indian Creek Plaza (68,000 sf)



Moore Park (21,609 sf)

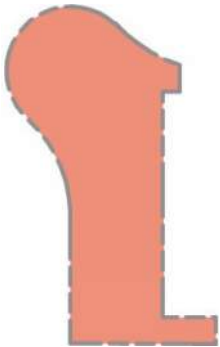
↑
GRAND
PROGRAM & ACTIVITIES
↓
INTIMATE

Summer Concert	
Winter Festival	
Kids' Carnival	
Craft Beer Festival	
Block Party	
Movie Night	
Ice Skating	
Performance	
Ice Sculpture Competition	
Dog Show	
Pop-Up Retail	
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Art Cart	
Book Cart	
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Sun Bathing	
Information Kiosk	

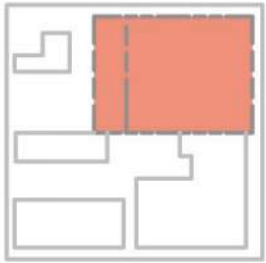


Project Size Comparison

Open Space
Buildings

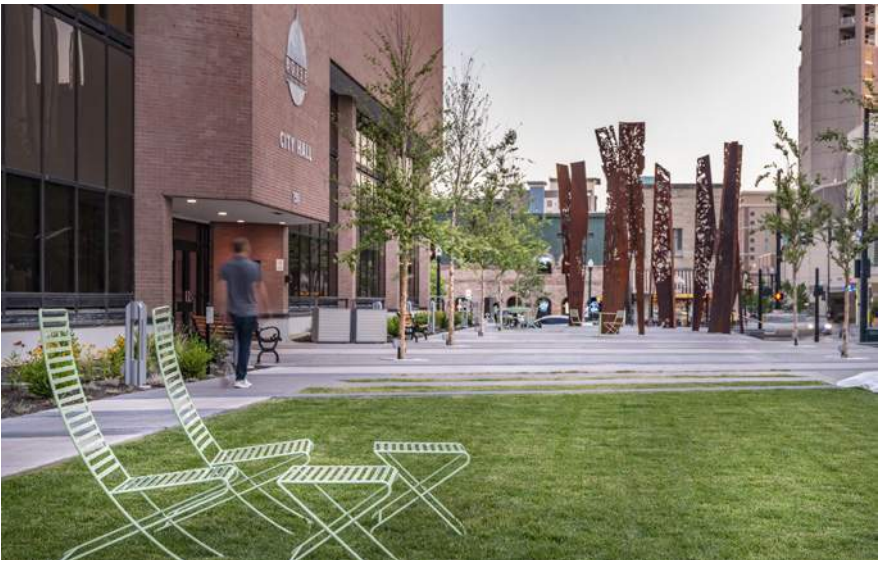


Burien Town Square Park (44,760 sf)



Moore Park (21,609 sf)

PROGRAM & ACTIVITIES	↑ GRAND	Summer Concert	
		Winter Festival	
		Kids' Carnival	
		Craft Beer Festival	
		Block Party	
		Movie Night	
	↓ INTIMATE	Ice Skating	
		Performance	
		Ice Sculpture Competition	
		Dog Show	
		Pop-Up Retail	
		Food Trucks	
		Splash Play	
		Outdoor Gallery	
		Tai Chi, Yoga & Zumba	
		Lawn Games	
		Snow Play	
		Pop-Up Dining	
		Chess & Ping Pong	
		Picnic	
		Daily Casual Gathering	
		Art Cart	
		Book Cart	
		Casual Seating	
		Sun Bathing	
		Information Kiosk	

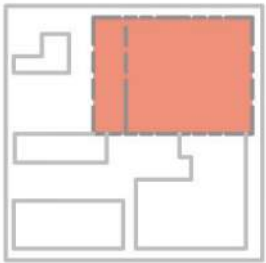


Project Size Comparison

Open Space Buildings



Boise City Hall (13,895 sf)



Moore Park (21,609 sf)

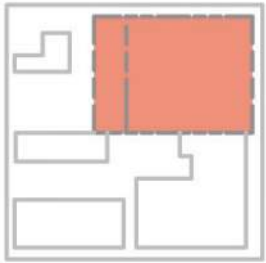
PROGRAM & ACTIVITIES	↑ GRAND	Summer Concert	
		Winter Festival	
		Kids' Carnival	
		Craft Beer Festival	
		Block Party	
		Movie Night	
		Ice Skating	
		Performance	
		Ice Sculpture Competition	
		Dog Show	
		Pop-Up Retail	
		Food Trucks	
		Splash Play	
		Outdoor Gallery	
		Tai Chi, Yoga & Zumba	
		Lawn Games	
		Snow Play	
		Pop-Up Dining	
		Chess & Ping Pong	
		Picnic	
	↓ INTIMATE	Daily Casual Gathering	
		Art Cart	
		Book Cart	
		Casual Seating	
		Sun Bathing	
		Information Kiosk	



Project Size Comparison



Cherie Buckner-Webb Park (32,550 sf)



Moore Park (21,609 sf)

POTENTIAL SITE AMENITIES



Interactive Water Feature/ Geologic Stream



Winter Light Festival



Food Truck Plaza



Geologically Inspired Fire Feature



Active Lawn Area



Food/ Beer/ Wine Festivals



Elevated Stage



Iconic Interactive Public Art



Covered Stage/ Performance Area



Flexible Seating



Pop-Up Retail



Fixed Seating with Lighting

POTENTIAL SITE ELEMENTS AND PLACE MAKING FEATURES



Festival Lighting, Fixed Seating and Movable Furn.



Flexible and Passive Lawn



Rocks and Geology for Interactive Play and Education



Planting to define spaces and provide seasonality



Shade Trees with Decomposed Granite and Site Furn.



Boulders and Geological Formations for Interactive Play



Native Planting that evokes place and region



Torii Gate meets Rustic Ranch Gate



Ribbon Wall as Fixed Seating and Geologic Element



YouTuber Shed as Folly and Instagram Muse



Gas Station Canopy - Period Architecture with Cultural History - Upcycle and Reuse as Shade Structure or Performance Stage



Iconic Signage as Gateway

PRECEDENT PUBLIC ART, BRANDING, WAYFINDING AND INTERPRETIVE COMPONENTS



Indian Creek Plaza Destination Signage



Indian Creek Plaza Destination Signage



Indian Creek Plaza - Donor Recognition



Indian Creek Plaza Destination Signage



Rhodes Skate Park - Landmark Letters



Rhodes Skate Park - Landmark Letters



Rhodes Skate Park - Finch Tower



Rhodes Skate Park - Donor Wall



Rhodes Skate Park - Interpretative Signage



City of Ontario Brand Identity



City of Ontario Wayfinding Signage

PRECEDENT STUDIES

↑
GRAND
PROGRAM & ACTIVITIES
INTIMATE
↓

	INDIAN CREEK PLAZA Caldwell, ID	CHERIE-BUCKNER-WEBB PARK Boise, ID	BOISE CITY HALL Boise, ID	BURIEN TOWN SQUARE PARK City of Burien, WA	MOORE PARK Ontario, OR
Summer Concert					
Winter Festival					
Geological Feature					
Temporarily Covered Stage					
Host Events: Music, Arts, Food					
Public Art					Shed as Art
Plaza					
Fire Feature					
Active Lawn Area					
Wayfinding					
Food Truck Plaza					
Adjacent Food & Beverage/ Retail					
Adjacent Farmers Market					Saturday Market
Interactive Water Feature					
Fixed and Movable Seating					
Bioretention/ Snow Storage					
Shade Trees					
Drought Tolerant Planting					
Pop-Up Retail / Vendors					
Pop-Up Dining					
Plaza/ Park Fitness					
Yard Games					
Daily Casual Gathering					

RECOMMENDED SITE AMENITIES & PROGRAMMED EVENTS

MOORE PARK	
Ontario, OR	
Live Music	
Holiday Lighting Festival	
Cultural Events	
Covered Stage	
Host Events: Music, Arts, Food	
Public Art	Shed as Art
Plaza	
Fire Feature	
Flexible Lawn Area	
Wayfinding / Park Signage	
Food Truck Plaza	
Adjacent Food & Beverage/ Retail	
Farmers Market	Saturday Market
Water Feature	
Fixed and Movable Seating	
Restrooms	
Shade Trees	
Drought Tolerant Planting	
Pop-Up Retail / Vendors	
Pop-Up Dining	
Plaza/ Park Fitness	
Yard Games	
Daily Casual Gathering	

WE ENVISION MOORE PARK AS A **FLEXIBLE, MULTI-USE** SPACE THAT CAN ADAPT TO PROGRAMS FOR **ALL FOUR SEASONS**. MOORE PARK CAN BECOME A SPACE THAT FEELS COMFORTABLE FOR MORE **INTIMATE, EVERYDAY USE**, AND FUNCTION FOR **LARGE SEASONAL EVENTS** THAT ATTRACT THE BROADER WESTERN TREASURE VALLEY OF IDAHO AND MALHEUR COUNTY COMMUNITIES. BY BUILDING OFF OF ALREADY ESTABLISHED LOCAL EVENTS AND CREATING ROOM FOR NEW PROGRAMS TO ARISE, MOORE PARK HAS THE POTENTIAL TO BE **THE CORE OF DOWNTOWN ONTARIO**.



Shaded Seating



Market Street



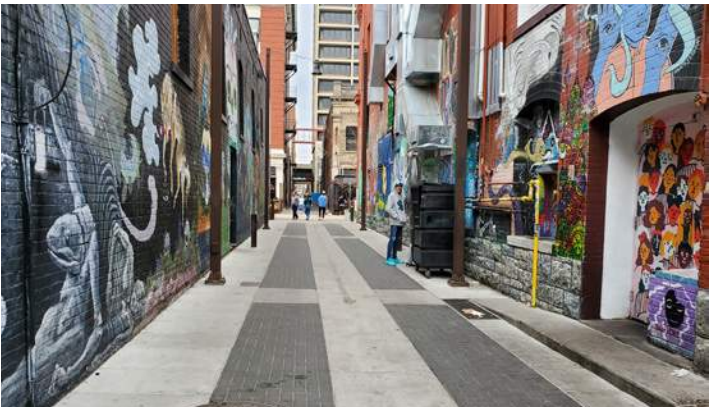
Water Feature



Fire Feature



Food Truck Plaza and Vending



Public Art Gallery

PROGRAMMATIC DIAGRAM

LEGEND

- Flexible Lawn / Shade
- Outdoor Seating
- Plaza and Event Space
- Covered Space
- Enhanced Streetscape
- Boulder Arrangement
- Interactive Water Play
- Mural - 2D Art
- Enhanced Walking Space
- Trail Connection
- Existing Shade Tree



PROGRAMMATIC DIAGRAM

LEGEND

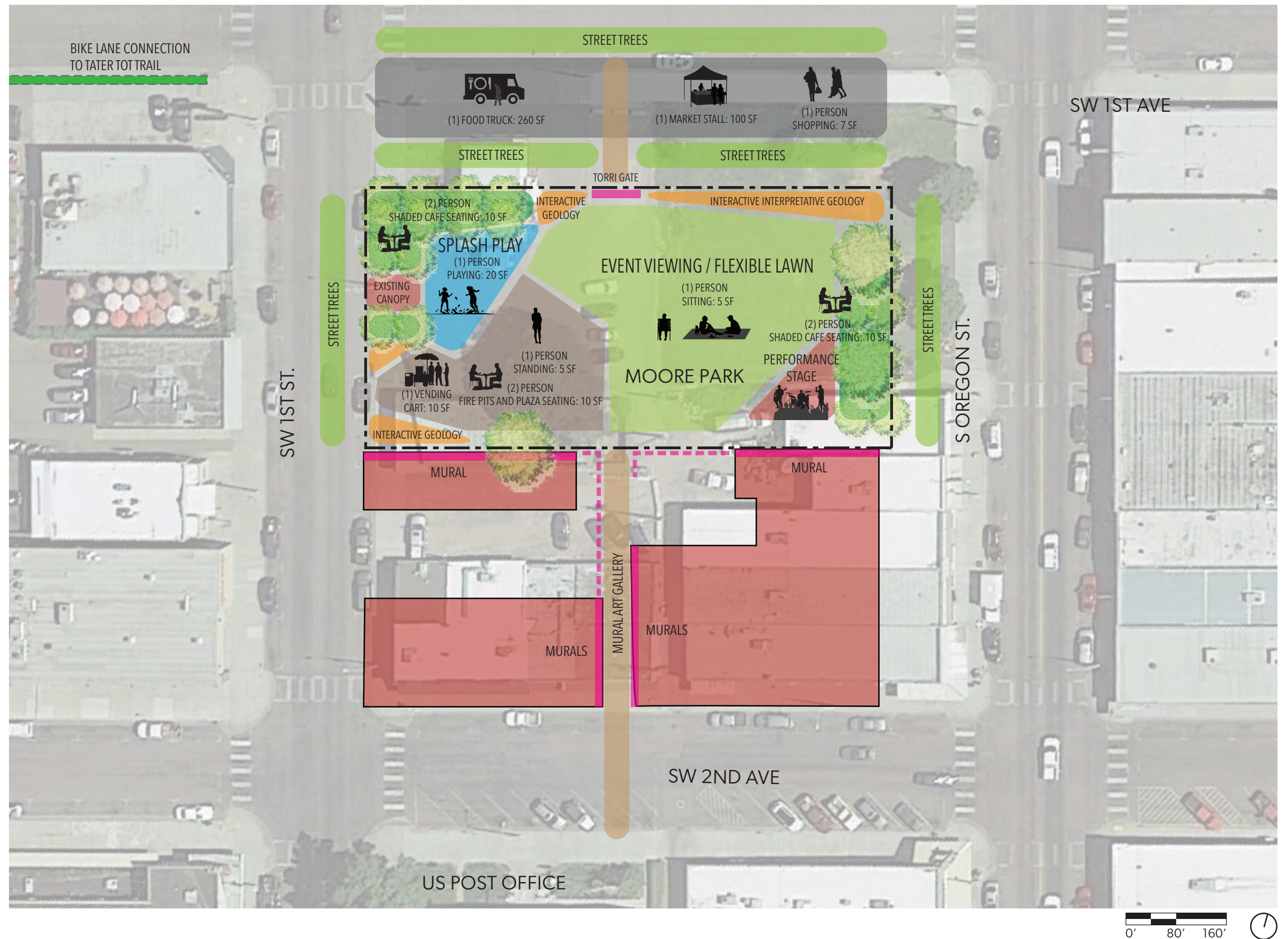
- Flexible Lawn / Shade
- Outdoor Seating
- Plaza and Event Space
- Covered Space
- Enhanced Streetscape
- Boulder Arrangement
- Interactive Water Play
- Mural - 2D Art
- Enhanced Walking Space
- Trail Connection
- Existing Shade Tree



PROGRAMMATIC DIAGRAM

LEGEND

- | | |
|---|------------------------|
|  | Flexible Lawn / Shade |
|  | Outdoor Seating |
|  | Plaza and Event Space |
|  | Covered Space |
|  | Enhanced Streetscape |
|  | Boulder Arrangement |
|  | Interactive Water Play |
|  | Mural - 2D Art |
|  | Enhanced Walking Space |
|  | Trail Connection |
|  | Existing Shade Tree |



The public outreach process consisted of an online public survey and questionnaire and a visual preference survey conducted in person at the 2022 Spring Fling. Results provided through public feedback were then used to finalize the Site Concept Plan.



PREFERRED EVENTS - ONLINE SURVEY:

- 1. Farmers Market
- 2. Live Music
- 3. Food & Drink
- 4. Holiday Lighting
- 5. Pop-Retail & Dining
- 6. Cultural Events

PREFERRED AMENITIES - ONLINE SURVEY:

- 1. Shaded Seating Areas
- 2. Vending & Food Trucks
- 3. Plaza with Fire Pits
- 4. Market Street
- 5. Restrooms

PREFERRED FEATURES - ONLINE SURVEY:

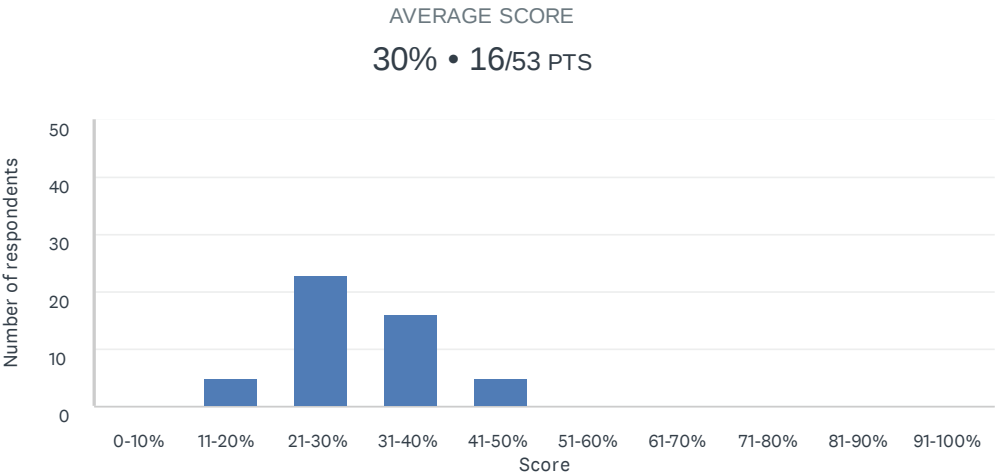
- 1. Performance Stage (Option B)
- 2. Flexible Lawn (Option C)
- 3. Fire Pit & Plaza Seating (Option B)
- 4. Native Meadow (Option A)
- 5. Water Feature (Option A); Geologic Stream (Option C)

PREFERRED - SPRING FLING:

- 1. Shaded Seating
- 2. Fire Pit & Plaza Seating
- 3. Water Feature (all versions)
- 4. Flexible Lawn
- 5. Repurpose Existing Gas Station Canopy
- 6. New Performance Stage
- 7. Farmers Market Street
- 8. Option ‘C’

Moore Park - Programming and Visioning Public Survey

Quiz Summary



STATISTICS		
Lowest Score	Median	Highest Score
13%	30%	49%
Mean: 30%		
Standard Deviation: 8%		

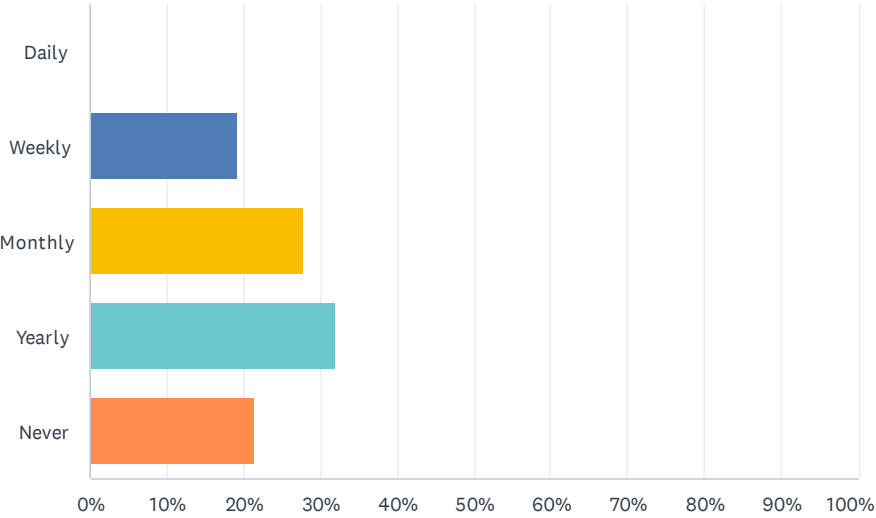
Question Ranking

QUESTIONS (7)	DIFFICULTY	AVERAGE SCORE
Q4 Out of the proposed park amenities displayed above (labeled A-X), what are your top 3 programmatic park amenity priorities for this park? (Choose up to 3)	1	14%
Q7 Out of the 3 Program Options diagrams displayed above, what are you favorite early concept images associated with each of the individual program diagram. (Choose 2 images per Diagram: Example selection - Diagram A - Native Meadow and Entry Gate Marquee Letters; Diagram B - Splay Play and Performance State; Diagram C - Geologic Stream and Flexible Lawn)	2	30%
Q3 What type of special events would you like to see at the renovated Moore Park? (Choose up to 5)	3	49%
Q2 How many events do you attend downtown annually?	4	100%
Q6 How often do you plan to visit the park after it's renovated?	4	100%
Q1 How often do you visit the park?	4	100%
Q5 How long have you lived or resided in Ontario?	4	100%

Moore Park - Programming and Visioning Public Survey

Q1 How often do you visit the park?

Answered: 47 Skipped: 2

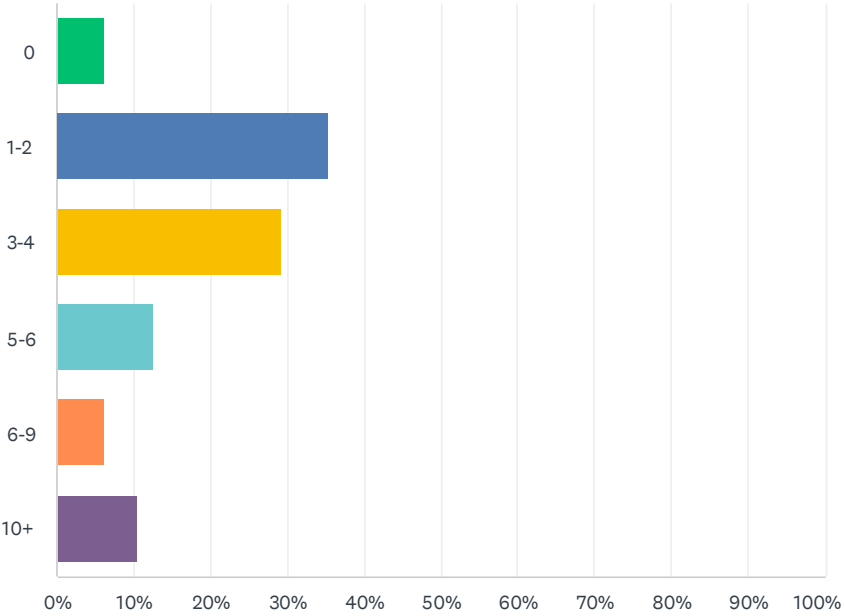


QUIZ STATISTICS			
Percent Correct 96%		Average Score 1.0/1.0 (100%)	Standard Deviation 0.00
		Difficulty 4/7	
ANSWER CHOICES	SCORE	RESPONSES	
✓ Daily	1/1	0.00%	0
✓ Weekly	1/1	19.15%	9
✓ Monthly	1/1	27.66%	13
✓ Yearly	1/1	31.91%	15
✓ Never	1/1	21.28%	10
TOTAL			47

Moore Park - Programming and Visioning Public Survey

Q2 How many events do you attend downtown annually?

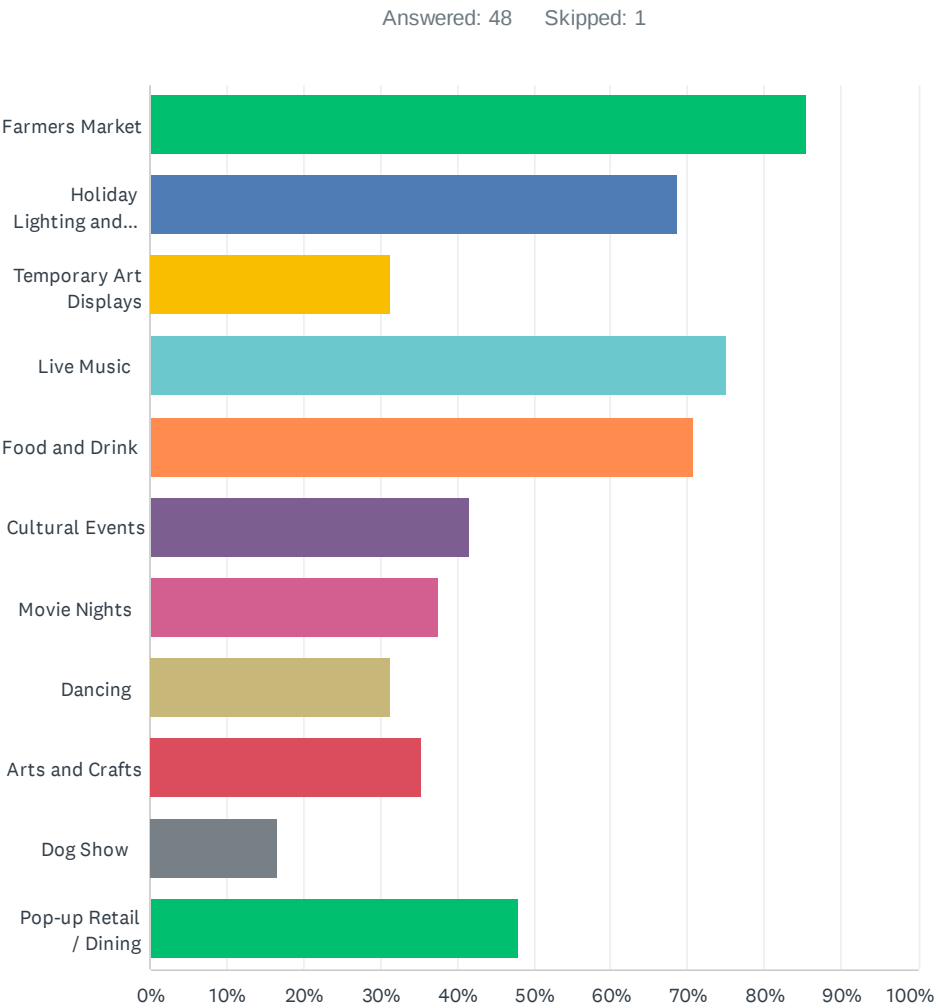
Answered: 48 Skipped: 1



QUIZ STATISTICS			
Percent Correct 98%		Average Score 1.0/1.0 (100%)	Standard Deviation 0.00
		Difficulty 4/7	
ANSWER CHOICES	SCORE	RESPONSES	
✓ 0	1/1	6.25%	3
✓ 1-2	1/1	35.42%	17
✓ 3-4	1/1	29.17%	14
✓ 5-6	1/1	12.50%	6
✓ 6-9	1/1	6.25%	3
✓ 10+	1/1	10.42%	5
TOTAL			48

Moore Park - Programming and Visioning Public Survey

Q3 What type of special events would you like to see at the renovated Moore Park? (Choose up to 5)



Moore Park - Programming and Visioning Public Survey

ANSWER CHOICES	SCORE	RESPONSES
✓ Farmers Market	1/11	85.42%41
✓ Holiday Lighting and/or Winter Festival	1/11	68.75%33
✓ Temporary Art Displays	1/11	31.25%15
✓ Live Music	1/11	75.00%36
✓ Food and Drink	1/11	70.83%34
✓ Cultural Events	1/11	41.67%20
✓ Movie Nights	1/11	37.50%18
✓ Dancing	1/11	31.25%15
✓ Arts and Crafts	1/11	35.42%17
✓ Dog Show	1/11	16.67%8
✓ Pop-up Retail / Dining	1/11	47.92%23
Total Respondents: 48		

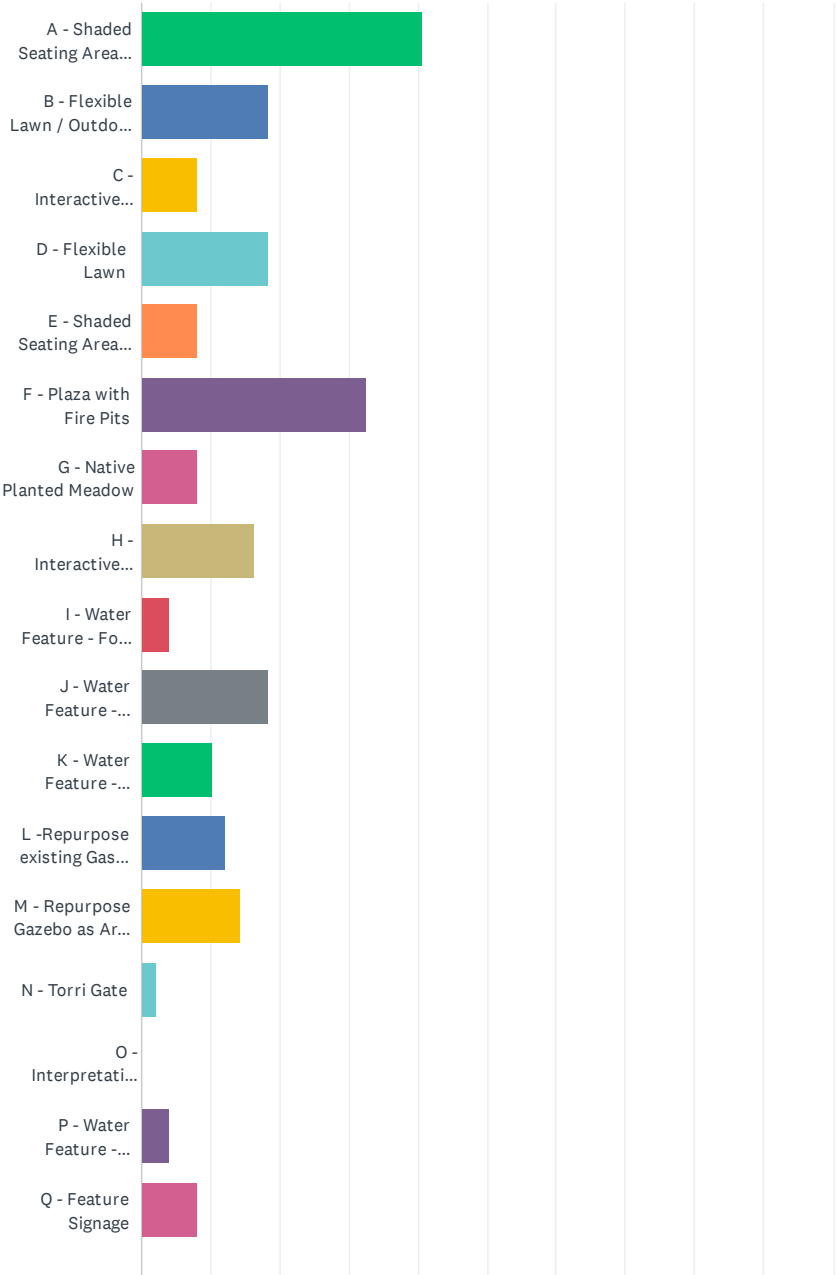
QUIZ STATISTICS

Percent Correct	Average Score	Standard Deviation	Difficulty
4%	5.4/11.0 (49%)	2.19	3/7

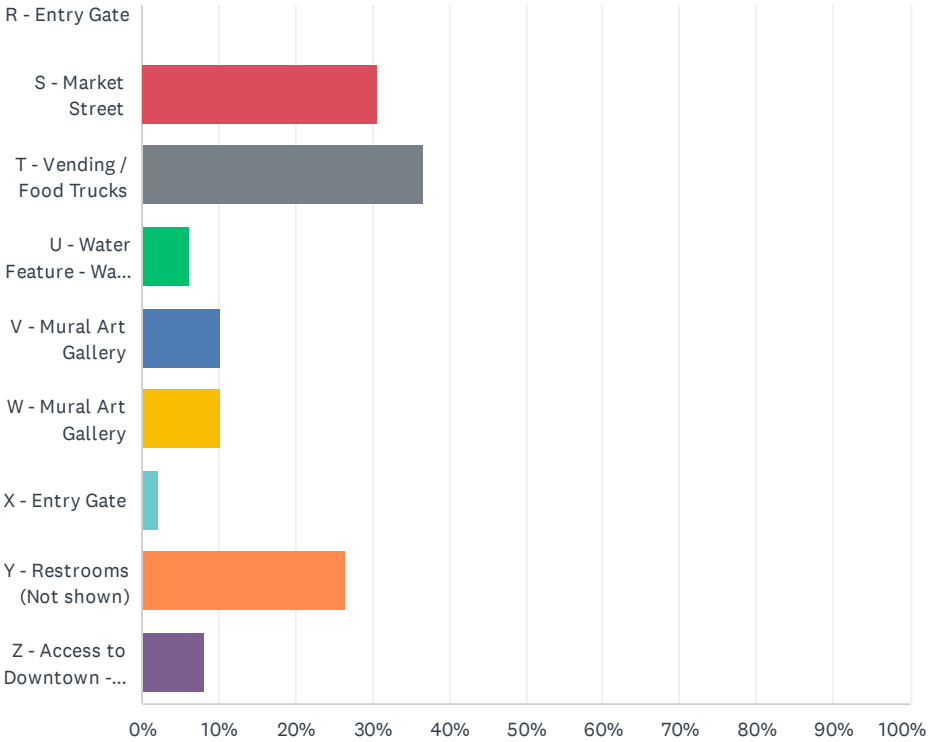
Moore Park - Programming and Visioning Public Survey

Q4 Out of the proposed park amenities displayed above (labeled A-X), what are your top 3 programmatic park amenity priorities for this park?
(Choose up to 3)

Answered: 49 Skipped: 0



Moore Park - Programming and Visioning Public Survey



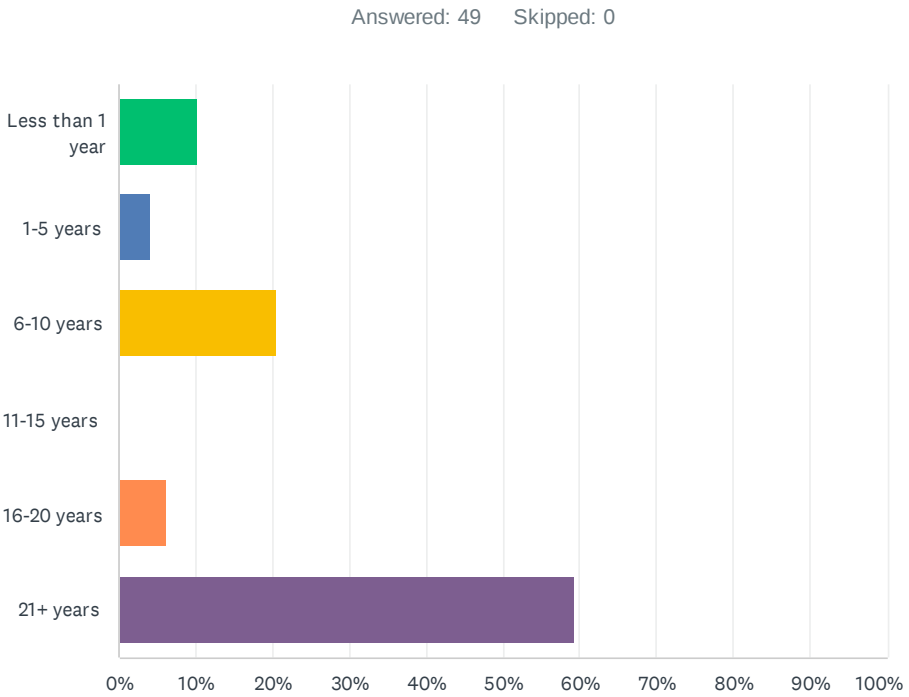
QUIZ STATISTICS			
Percent Correct	Average Score	Standard Deviation	Difficulty
0%	3.6/26.0 (14%)	1.65	1/7

Moore Park - Programming and Visioning Public Survey

ANSWER CHOICES	SCORE	RESPONSES	
✓ A - Shaded Seating Areas - Fixed and Movable furnishings	1/26	40.82%	20
✓ B - Flexible Lawn / Outdoor Games	1/26	18.37%	9
✓ C - Interactive Geology	1/26	8.16%	4
✓ D - Flexible Lawn	1/26	18.37%	9
✓ E - Shaded Seating Areas - Fixed and Movable furnishings	1/26	8.16%	4
✓ F - Plaza with Fire Pits	1/26	32.65%	16
✓ G - Native Planted Meadow	1/26	8.16%	4
✓ H - Interactive Public Art	1/26	16.33%	8
✓ I - Water Feature - Fog Spray	1/26	4.08%	2
✓ J - Water Feature - Geologic Stream	1/26	18.37%	9
✓ K - Water Feature - Splash Play	1/26	10.20%	5
✓ L -Repurpose existing Gas Station Canopy	1/26	12.24%	6
✓ M - Repurpose Gazebo as Art Piece	1/26	14.29%	7
✓ N - Torri Gate	1/26	2.04%	1
✓ O - Interpretative Signage	1/26	0.00%	0
✓ P - Water Feature - Splash Play	1/26	4.08%	2
✓ Q - Feature Signage	1/26	8.16%	4
✓ R - Entry Gate	1/26	0.00%	0
✓ S - Market Street	1/26	30.61%	15
✓ T - Vending / Food Trucks	1/26	36.73%	18
✓ U - Water Feature - Water Runnel	1/26	6.12%	3
✓ V - Mural Art Gallery	1/26	10.20%	5
✓ W - Mural Art Gallery	1/26	10.20%	5
✓ X - Entry Gate	1/26	2.04%	1
✓ Y - Restrooms (Not shown)	1/26	26.53%	13
✓ Z - Access to Downtown - Dining / Shopping (Not shown)	1/26	8.16%	4
Total Respondents: 49			

Moore Park - Programming and Visioning Public Survey

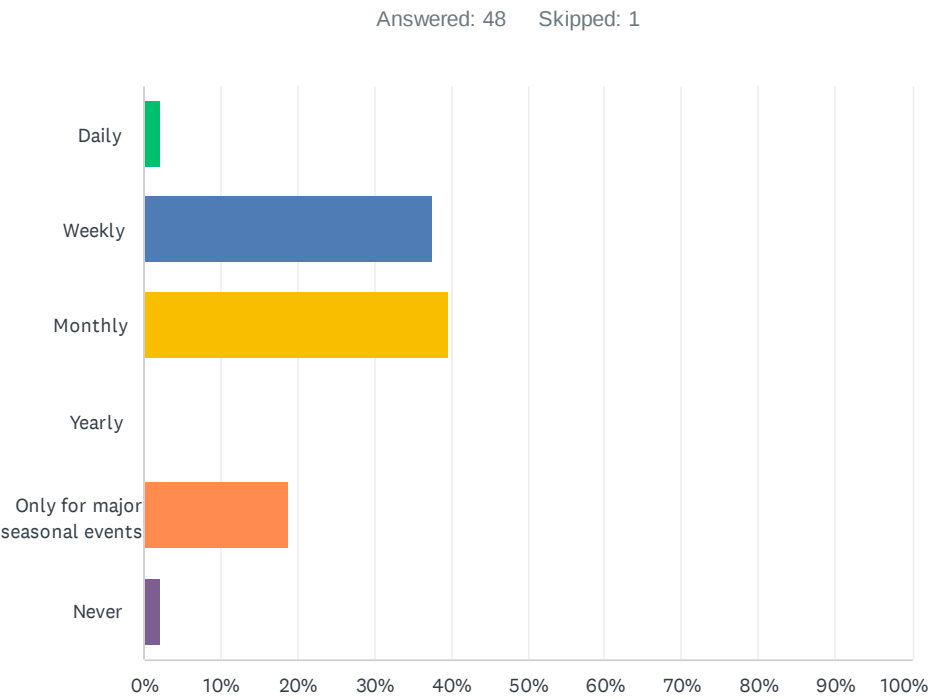
Q5 How long have you lived or resided in Ontario?



QUIZ STATISTICS			
Percent Correct 100%	Average Score 1.0/1.0 (100%)	Standard Deviation 0.00	Difficulty 4/7
ANSWER CHOICES	SCORE	RESPONSES	
✓ Less than 1 year	1/1	10.20%	5
✓ 1-5 years	1/1	4.08%	2
✓ 6-10 years	1/1	20.41%	10
✓ 11-15 years	1/1	0.00%	0
✓ 16-20 years	1/1	6.12%	3
✓ 21+ years	1/1	59.18%	29
TOTAL			49

Moore Park - Programming and Visioning Public Survey

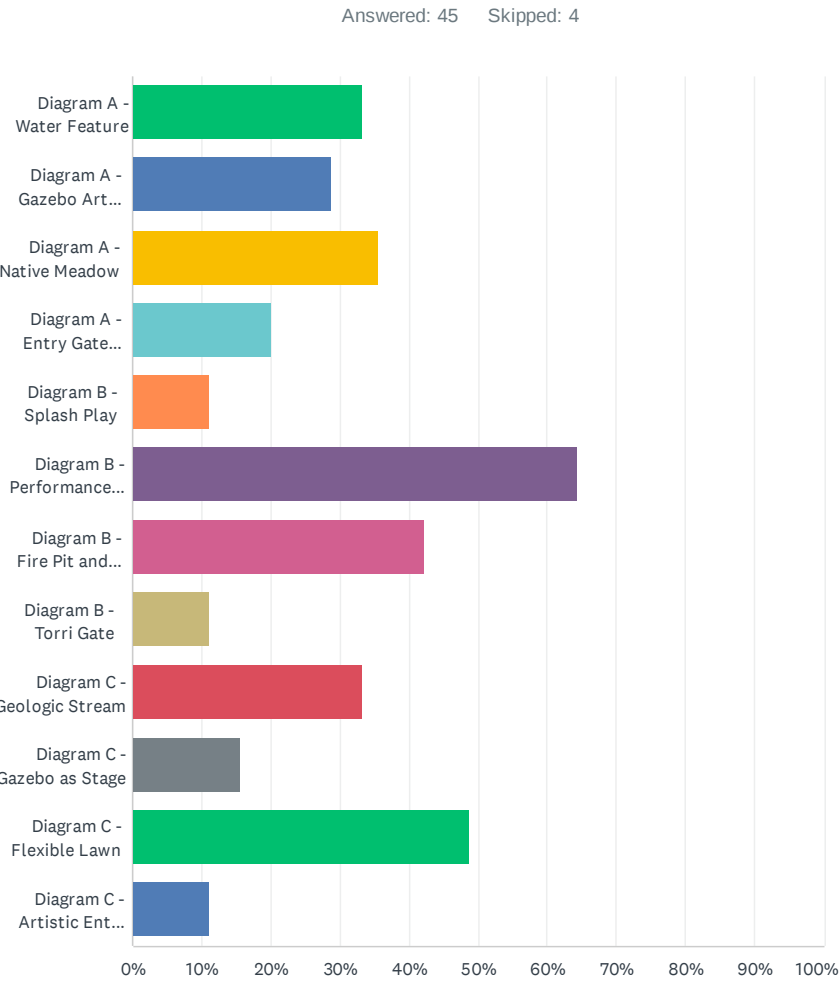
Q6 How often do you plan to visit the park after it's renovated?



QUIZ STATISTICS			
Percent Correct	Average Score	Standard Deviation	Difficulty
98%	1.0/1.0 (100%)	0.00	4/7
ANSWER CHOICES	SCORE	RESPONSES	
✓ Daily	1/1	2.08%	1
✓ Weekly	1/1	37.50%	18
✓ Monthly	1/1	39.58%	19
✓ Yearly	1/1	0.00%	0
✓ Only for major seasonal events	1/1	18.75%	9
✓ Never	1/1	2.08%	1
TOTAL			48

Moore Park - Programming and Visioning Public Survey

Q7 Out of the 3 Program Options diagrams displayed above, what are you favorite early concept images associated with each of the individual program diagram. (Choose 2 images per Diagram: Example selection - Diagram A - Native Meadow and Entry Gate Marquee Letters; Diagram B - Splay Play and Performance State; Diagram C - Geologic Stream and Flexible Lawn)



QUIZ STATISTICS			
Percent Correct	Average Score	Standard Deviation	Difficulty
0%	3.6/12.0 (30%)	2.03	2/7

Moore Park - Programming and Visioning Public Survey

ANSWER CHOICES	SCORE	RESPONSES	
✓ Diagram A - Water Feature	1/12	33.33%	15
✓ Diagram A - Gazebo Art Piece	1/12	28.89%	13
✓ Diagram A - Native Meadow	1/12	35.56%	16
✓ Diagram A - Entry Gate Marquee Letters	1/12	20.00%	9
✓ Diagram B - Splash Play	1/12	11.11%	5
✓ Diagram B - Performance Stage	1/12	64.44%	29
✓ Diagram B - Fire Pit and Plaza Seating	1/12	42.22%	19
✓ Diagram B - Torri Gate	1/12	11.11%	5
✓ Diagram C - Geologic Stream	1/12	33.33%	15
✓ Diagram C - Gazebo as Stage	1/12	15.56%	7
✓ Diagram C - Flexible Lawn	1/12	48.89%	22
✓ Diagram C - Artistic Entry Gate	1/12	11.11%	5
Total Respondents: 45			

Moore Park - Programming and Visioning Public Survey

Q8 Please provide your email address to be kept updated on this project, as well as any additional comments you may have regarding this project.
Thanks for your input!

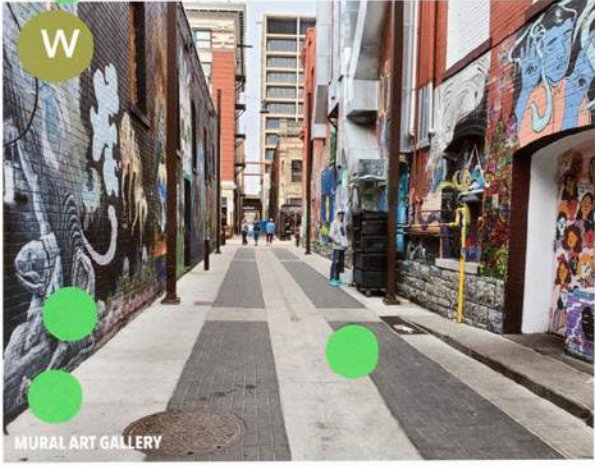
Answered: 29 Skipped: 20

#	RESPONSES	DATE
1	terry.leighton@ontariooregon.org	4/11/2022 8:06 AM
2	sowing4health@gmail.com	4/10/2022 8:28 AM
3	Wendiewonderful@yahoo.com	4/9/2022 11:35 AM
4	Cr_reed@msn.com	4/9/2022 7:32 AM
5	cristle71@hotmail.com	4/9/2022 5:59 AM
6	Birchcreekbc@gmail.com	4/8/2022 9:57 PM
7	howards1995@gmail.com	4/8/2022 8:11 PM
8	Tina.bonadiman@gmail.com	4/8/2022 2:00 PM
9	djcapron99@gmail.com	4/8/2022 7:45 AM
10	lynelle.christiani@yahoo.com	4/8/2022 6:22 AM
11	Kagaemi@gmail.com	4/8/2022 12:22 AM
12	Lionjack1@msn.com	4/7/2022 8:33 PM
13	Megvanzelf@gmail.com	4/7/2022 8:12 PM
14	Rootedin5@gmail.com	4/7/2022 7:45 PM
15	I believe that a water feature would be challenging to maintain and receive negative feedback in drought season. The park is a beautiful location but would be best focused towards adult entertain as most of the retail shops at focused towards adults. Additionally, the roads are busy and once cars are parked the viability is limited. Water features also open up opportunities for homeless to use for bathing and other bodily functions.	4/7/2022 6:33 PM
16	homestreete@yahoo.com Extend the farmers market into the street blocking off from stockmans to Brewsky and one block south for vending in the street every saturday	4/7/2022 5:36 PM
17	nautiluszero@gmail.com	4/7/2022 5:16 PM
18	etphnhome@mail.com	4/7/2022 4:43 PM
19	Protaxontario@gmail.com	4/7/2022 3:49 PM
20	lynn.allstarpt@gmail.com	4/7/2022 2:42 PM
21	kristinandreazzi@gmail.com	4/7/2022 2:39 PM
22	mw8708795@gmail.com	4/7/2022 2:19 PM
23	g.cassie@yahoo.com	4/7/2022 1:39 PM
24	Torie.g2010@gmail.com	4/7/2022 1:21 PM
25	scutler@live.com	4/7/2022 1:11 PM
26	david@dialegomai.com	4/7/2022 1:02 PM
27	Dimaniart@gmail.com	4/7/2022 12:26 PM
28	Juliachadwick79@yahoo.com	4/7/2022 12:25 PM
29	whiteravenfriend@duck.com	4/7/2022 12:14 PM

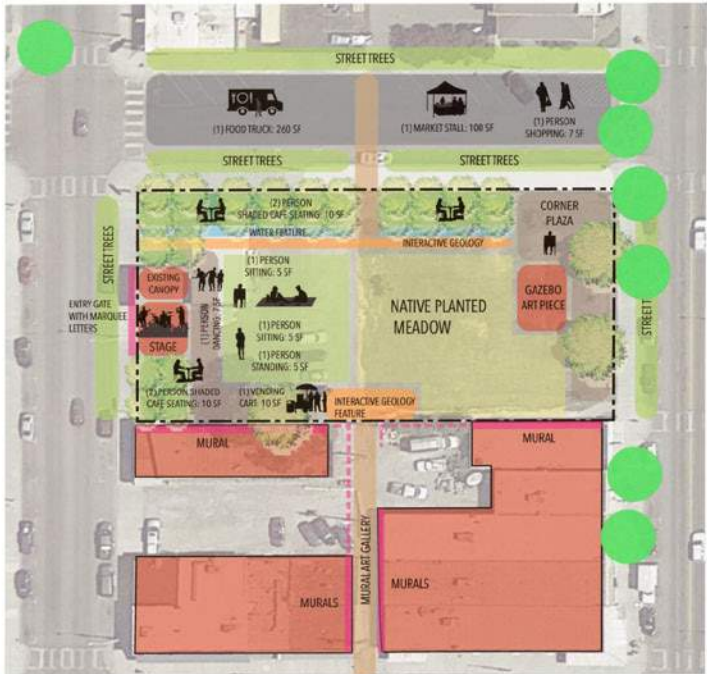
PROPOSED PARK AMENITIES



PROPOSED PARK AMENITIES



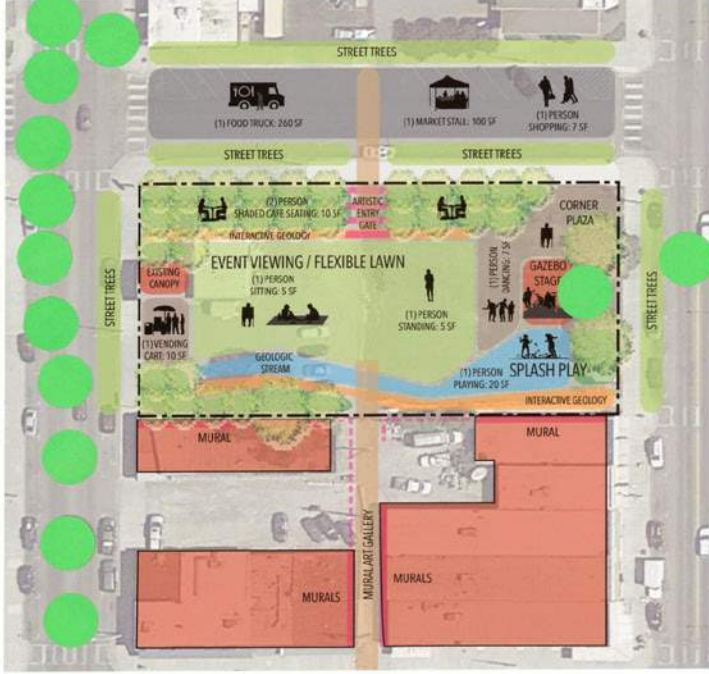
PROGRAM DIAGRAMS



MOORE PARK - DIAGRAM A



MOORE PARK - DIAGRAM B



MOORE PARK - DIAGRAM C



EARLY CONCEPT IMAGES



EARLY CONCEPT IMAGES



EARLY CONCEPT IMAGES



- LEGEND
- A EXISTING GAZEBO - ADAPTIVE REUSE AND UPGRADE AS PARK STAGE FOR EVENTS - PAINT SOLID BRIGHT COLOR AND ADD INTERNAL SEASONAL LED LIGHTING AND ELECTRIC
 - B EXISTING STATION CANOPY - ADAPTIVE REUSE AND UPGRADE AS PARK SHADE CANOPY W/ SEATING BELOW
 - C EVENT PLAZA FIXED AND FLEXIBLE SEATING, LIGHTING AND DECORATIVE PAVING
 - D FLEXIBLE EVENT AND SATURDAY MARKET LAWN
 - E TREE-SHADED CAFE TABLE & CHAIR SEATING
 - F LARGE DECIDUOUS STREET TREES
 - G FESTIVAL STREET WITH CONCRETE PAVING, MARKET VENDING AND FOOD TRUCK STAGING
 - H INTERACTIVE WATER FEATURE WITH GEOLOGICAL ROCK FEATURES
 - I NATIVE PLANTED MEADOW
 - J ARTISTIC ENTRY GATE FEATURE
 - K MURAL AND ART EXHIBIT ALLEY AND WALLS
 - L BENCHES AND SEATING
 - M EXISTING SHADE TREES TO BE PRESERVED
 - N FOOD AND POP-UP DINING VENDOR PLAZA
 - O ALLEY WITH DECORATIVE PAVING
 - P GEOLOGICAL FIRE PITS
 - Q FOOTBRIDGE, TYP.
 - R PATH
 - S MARKET TENTS

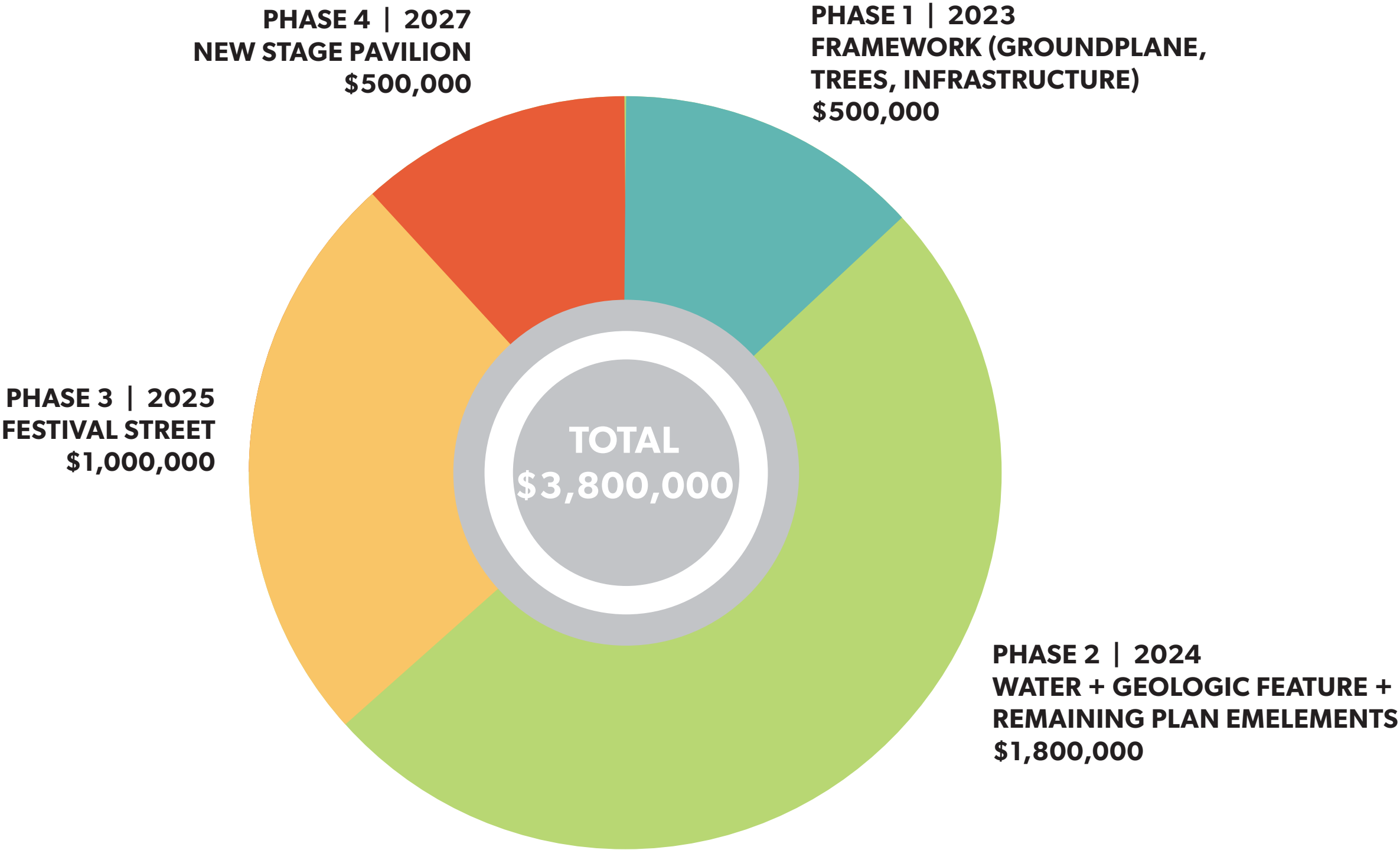




LEGEND

- A** REMOVE GAZEBO - REPLACE WITH CONTEMPORARY PARK STAGE FOR EVENTS
- B** EXISTING STATION CANOPY - ADAPTIVE REUSE AND UPGRADE AS PARK RESTROOM
- C** EVENT PLAZA FIXED AND FLEXIBLE SEATING, LIGHTING AND DECORATIVE PAVING
- D** FLEXIBLE EVENT AND SATURDAY MARKET LAWN
- E** TREE-SHADED CAFE TABLE & CHAIR SEATING
- F** LARGE DECIDUOUS STREET TREES
- G** FESTIVAL STREET WITH CONCRETE PAVING, MARKET VENDING AND FOOD TRUCK STAGING
- H** INTERACTIVE WATER FEATURE WITH GEOLOGICAL ROCK FEATURES
- I** NATIVE PLANTED MEADOW
- J** ARTISTIC ENTRY GATE FEATURE
- K** MURAL AND ART EXHIBIT ALLEY AND WALLS
- L** BENCHES AND SEATING
- M** EXISTING SHADE TREES TO BE PRESERVED
- N** FOOD AND POP-UP DINING VENDOR PLAZA
- O** ALLEY WITH DECORATIVE PAVING
- P** GEOLOGICAL FIRE PITs
- Q** FOOTBRIDGE, TYP.
- R** PATH
- S** MARKET TENTS





Jaime Tayler, Ontario, stated her first comment was to read a letter from Billy Carter. As he was unable to attend the meeting: *Mayor Hill and the Council, my name is Billy Carter and I have lived in Ontario going on 28 years. As a man of color with family members relocating to Ontario and considering the climate of the United States of America, it is extremely important that our police officers are invested in and know the citizens of our city. The last thing I want to see is officers coming from other communities with issues, making contact with persons of color in our community. However, I think the ordinance should be repealed and a commonsense approach taken to hiring the best qualified candidates to assure the safety and security of the City of Ontario. I think we should trust the process. A possible solution to my concerns is through an intense interview process, an extensive background check, training, and, most importantly, Chief Iwai has stated that he is going to implement community policing. Right now, it is virtually impossible to do community policing if the officers are constantly responding from call to call. For the life of me, I cannot understand why Salem has not allowed an exemption on the land usage law in this area so single family affordable housing can be constructed for families like police officers and fire fighters, so can afford to purchase here in Ontario. You tell them they have to live here but limit their options as to the dwellings they have access to. When you look at the tax base, the emergency responders make peanuts compared to the people making in excess of three figures that work in Ontario and live across the river. The fact of the matter is, Ontario does not have the employee base to sustain the workforce, so we must recruit from outside to obtain a diverse, committed, and qualified workforce. If the crime rate in Ontario continues to increase, the property value will eventually decline, so Ontario will continue to be in a lose-lose situation. With that said, I encourage you to repeal the ordinance and take the restraints off Chief Iwai. Thank you.*

Jaime Tayler, Ontario: *I would also like to echo a lot of what Billy said in his letter. I feel like I'm a huge stakeholder in this community. My great grandparents, grandparents, parents, myself, and my child, currently have been in Ontario, have lived in Ontario, and done a lot of things for the community here, working as farmers and working our way up through society through college and different things like that. I believe that, you know, I have a really strong opinion about residency rights, and it really bothered me that we didn't have administrators in our school district that were residents, as well as hospital employees. There are a lot of hospital employees that are not residents, but they have to, we have to hold a certain standard of experience and expertise and I think we have to be a little bit more open-minded regarding the specifics to the residency policy. I guess the bottom line is, we're kind of living in the old times that being on a border state, having multiple offices here that have other people coming over to work, who have the expertise and willingness, even though they aren't paying taxes in Ontario, and trust me, voting for a bond is really hard to pass when you don't have people who believe in Ontario. I ran the bond committee for the school district, and I was devastated when it didn't pass. A lot of our teachers don't live here, so I couldn't get them to vote for it even though they believed in it. So, I've felt the hurt of not having residents in Ontario and not being able to pass things, but if we want to have a city that continues to prosper and grow, we can't hold ourselves back any longer. I urge you to move forward with changing the residency for our police department and beyond, as Mr. Carter said. Thank you.*

OLD BUSINESS

Downtown Attraction Plan: GGLO

Dan Cummings, City Manager Pro Tem, presented. GGLO suggested a meeting with the Mayor and some Councilors, take a trip to Caldwell, to see what they had developed. The Council could do that, or another option was to approve the \$70K to move from this phase, to get the design done, so there was a plan in place. As the city moved forward with Moore Park so that whatever the city wanted to put in place, would follow that plan. That was not say they'd spend any more money, because there was still the issue of obtaining ownership of the park. Many were concerned with spending any further funding on a park the city didn't own. He was suggesting getting the design done so there was something to move forward with as funding was located.

Mayor Hill stated his concern on the \$70K was if that was the total plan that the city could implement in phases if they wanted?



Mr. Cummings stated that was correct.

MILLS moved, KIRBY seconded, **THE CITY COUNCIL PROCEED WITH THE PLAN PROPOSED IN THE SUMMARY TO MOVE THE DOWNTOWN ATTRACTION PROJECT FORWARD.** *No vote.*

Councilor Braden stated on page 21 of the document showed the highlighted amenities of the plan, and it read no restrooms. Was that wise for this community, to have a gathering place in downtown with no restrooms? Was that part of a strategic decision? What did they want to consider for that missing amenity?

Mr. Cummings stated this was phased out so once a plan was in place, if the Council wanted, they could direct that, for example, in phase one, they wanted a restroom, then the money would be found, and the restroom would be constructed. Having this plan was just that – a plan. He agreed that phase one should include a restroom, but currently there was a lot going on in the park without restrooms. Portable restrooms were being provided by the city. That could continue. Or, if the Council wanted a restroom installed, that would be done.

Councilor Braden stated his question for the Council was did they want to proceed on authorizing a plan that did not include restrooms in any phase of the plan?

May Swihart stated the preliminary design had been presented to the Downtown Committee.

Councilor Hart asked if Mr. Cummings knew where the funds would be coming from. Had those been budgeted?

Mr. Cummings stated yes, for the final plan/study. However, the construction had not been funded.

Councilor Hart asked if it had been budgeted to purchase the land?

Mr. Cummings stated no, that had not been budgeted.

Mr. Hart stated he was not comfortable spending any more funds on a park until the city owned the land. They might need to use part of the \$70K and reallocate it to purchase the land before moving forward. Get the land deal figured out, and then spend money.

Councilor Melendrez asked where the city was on the purchase of the land? Was it close to being completed? It was a big concern of his to put money into something that the city did not own.

Mr. Cummings stated he agreed with the concerns of the Council and had made an offer to the owner of the property. The owner counteroffered. There was currently no agreement reached. He agreed that maybe at this stage they should hold off because those funds might be needed towards the purchase of the park. There were other funds appropriated that could also be used. He was fine with not moving forward until the property issue was settled.

Mayor Hill stated he owned the parcel being discussed, and there had not been an agreement reached yet. He had spoken with both Mr. Cummings and members of the community about this issue. He, too, did not think it was wise to spend \$70K towards a piece of property that was not owned.

COUNCILOR MILLS WITHDREW HER MOTION; COUNCILOR KIRBY WITHDREW HIS SECOND ON THE MOTION.

Council consensus to move on with the next item on the agenda.

Ordinance #2811-2022: Water Shortage Emergency Code Revision

Paul Woods, City Engineer, presented.

Mayor Hill stated, historically, what was the highest level the city had reached?

CITY OF ONTARIO
DOWNTOWN ATTRACTION DESIGN

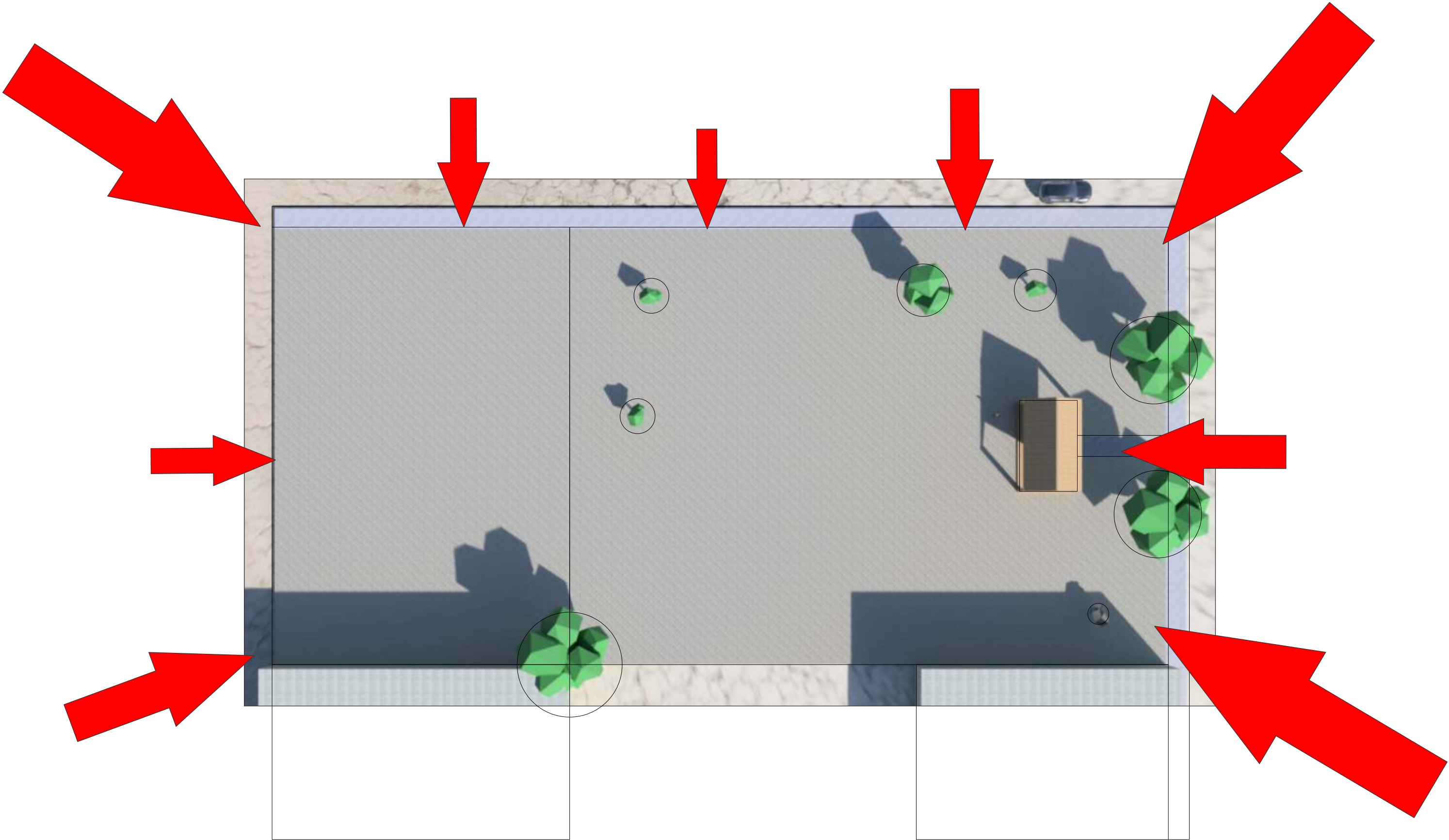
Site Review



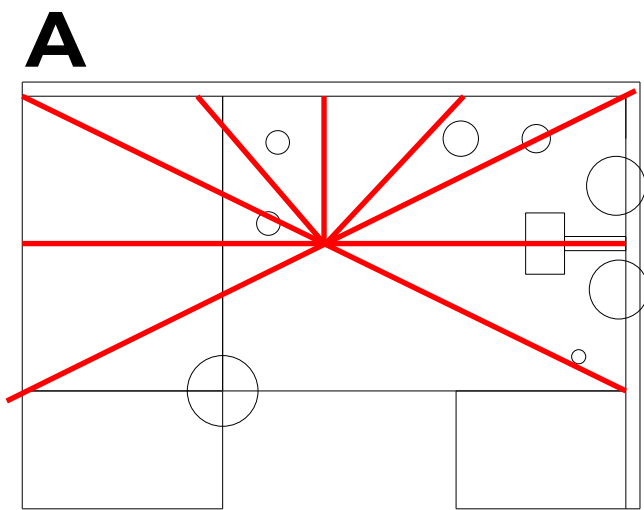
Site analysis / pedestrian entrance probabilities - weighted arrows



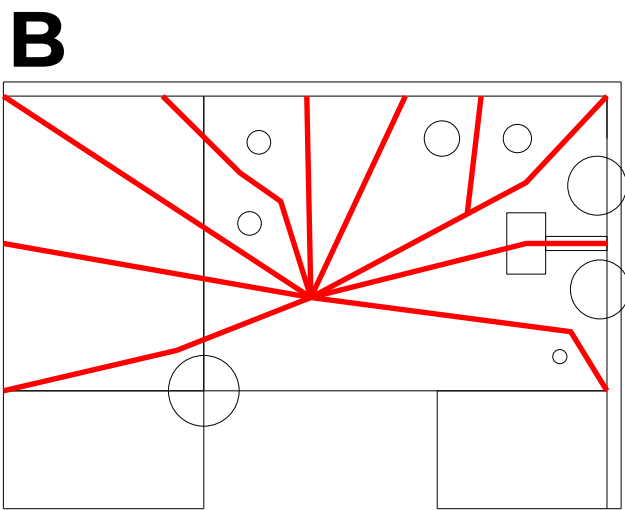
Site analysis / pedestrian entrance probabilities - weighted arrows, simplified site characteristics



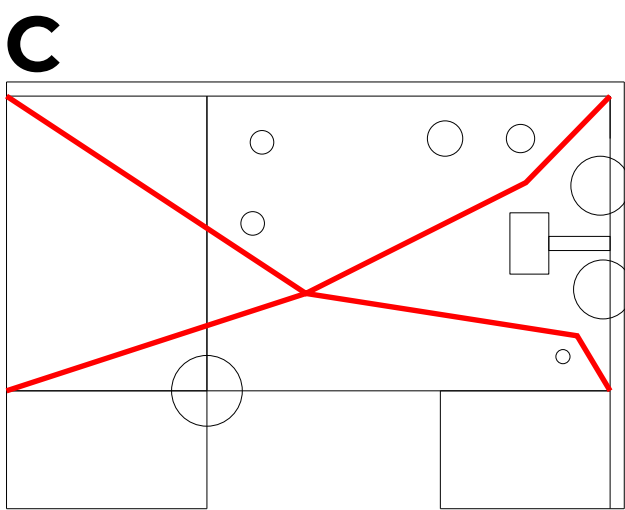
Step 1 - Pedestrian Path Development



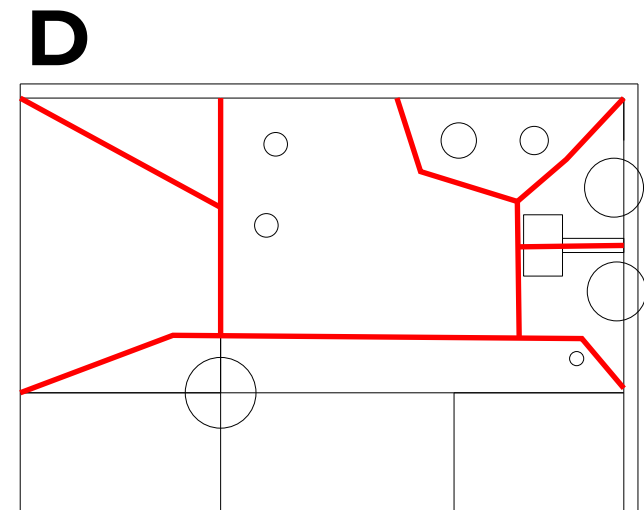
Typical pedestrian paths crossing or traversing an empty lot. Given the bottom is inaccessible.



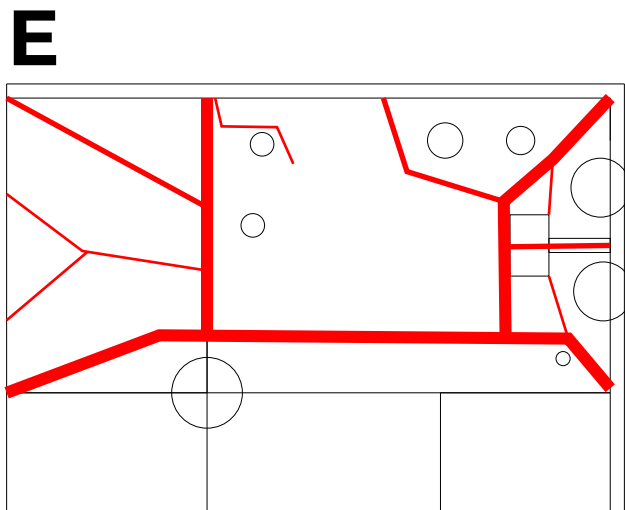
Paths crossing or traversing a lot with given elements of trees and gazebo. Center is slightly shifted to be closer to inaccessible edge.



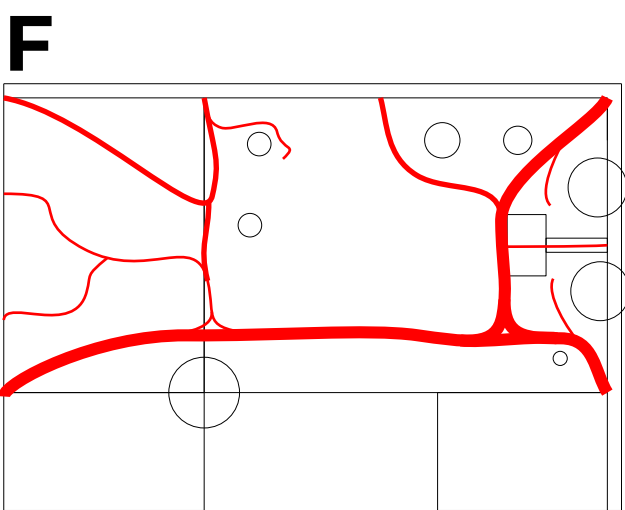
Major / Priority access paths for crossing and traversing lot.



Major / Priority access paths interconnected and molded around central open space.

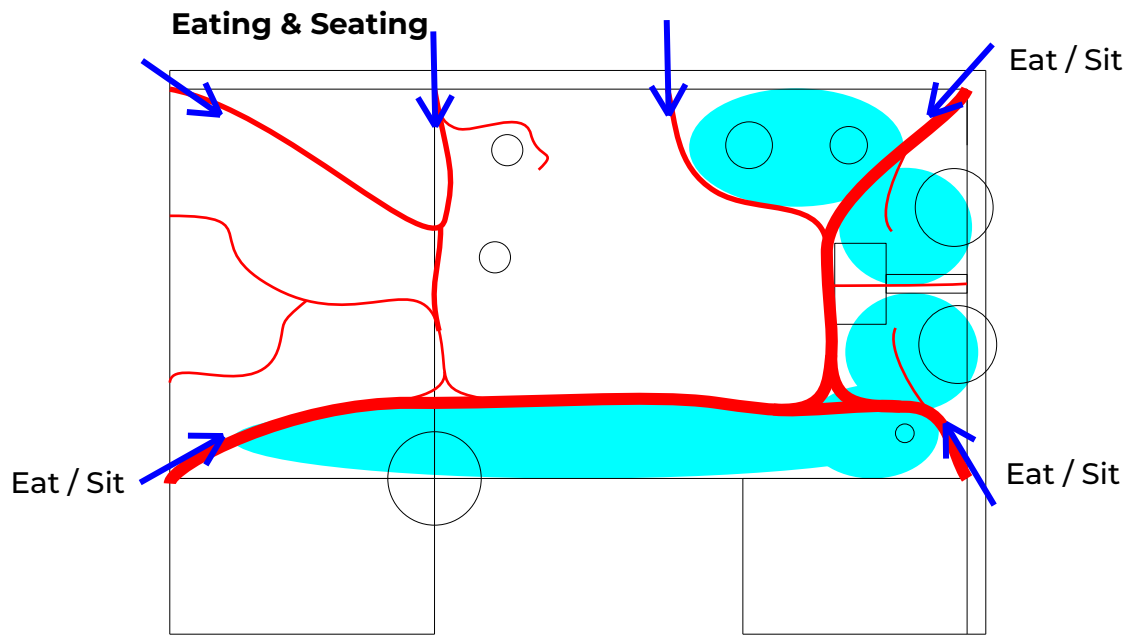


Major & minor access paths with associated line weights.

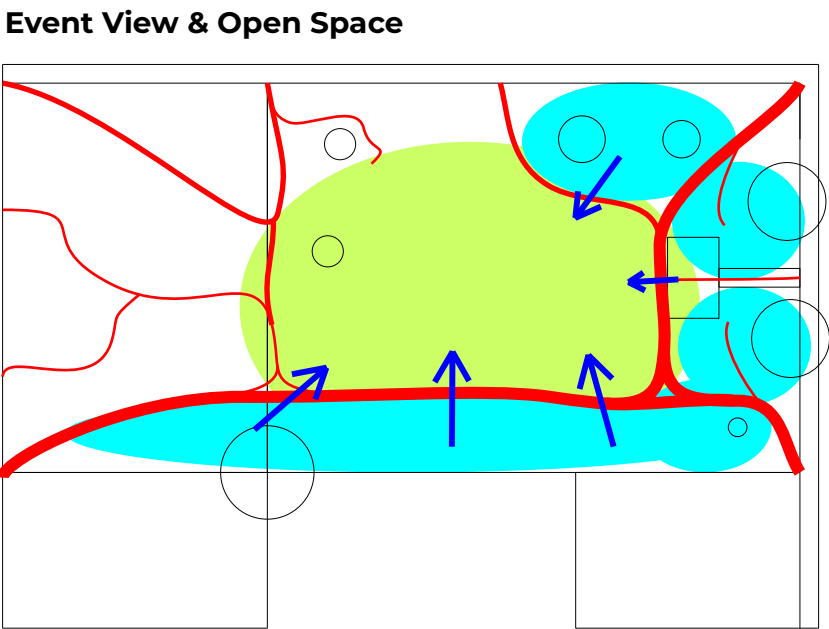


Major & minor access paths with associated line weights, given ergonomic curvature.

Step 2 - Area Function

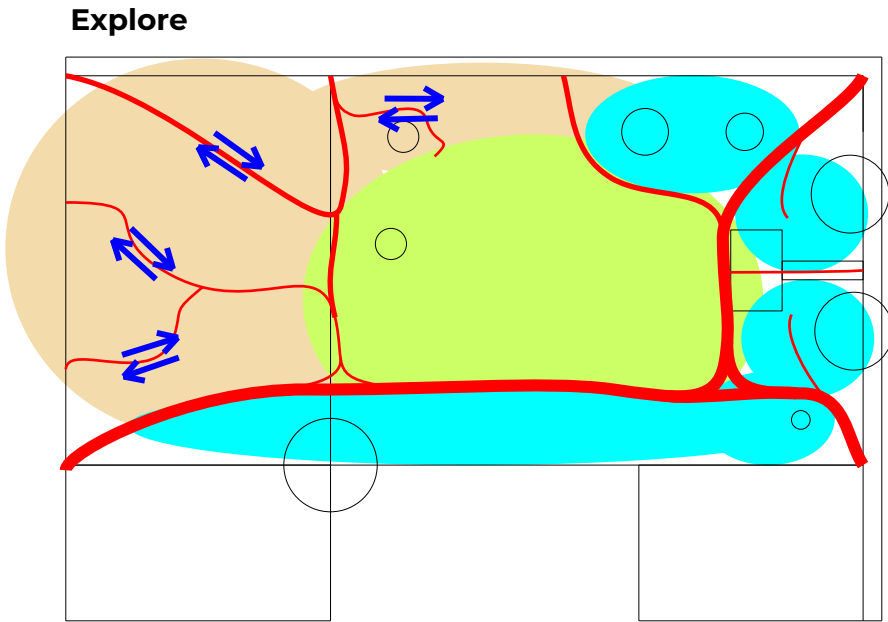


Priority given to giving people to sit and eat. These areas would have tables and be ADA. Keeping these locations near the major paths.

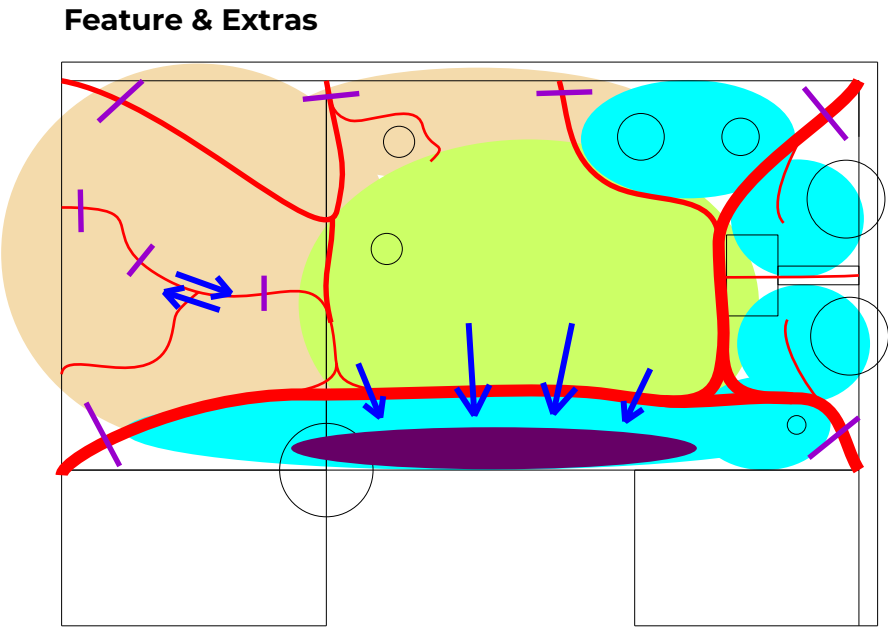


Once people are situated, give them visual access to an open space view. Good for event, and everyday people watching.

-  Pedestrian Paths
-  Eating & Seating
-  Event View & Open Space
-  Explore
-  Features & Extras



Natural areas with info plaques, large rocks, small quiet benches, small sculpture. Winding paths.

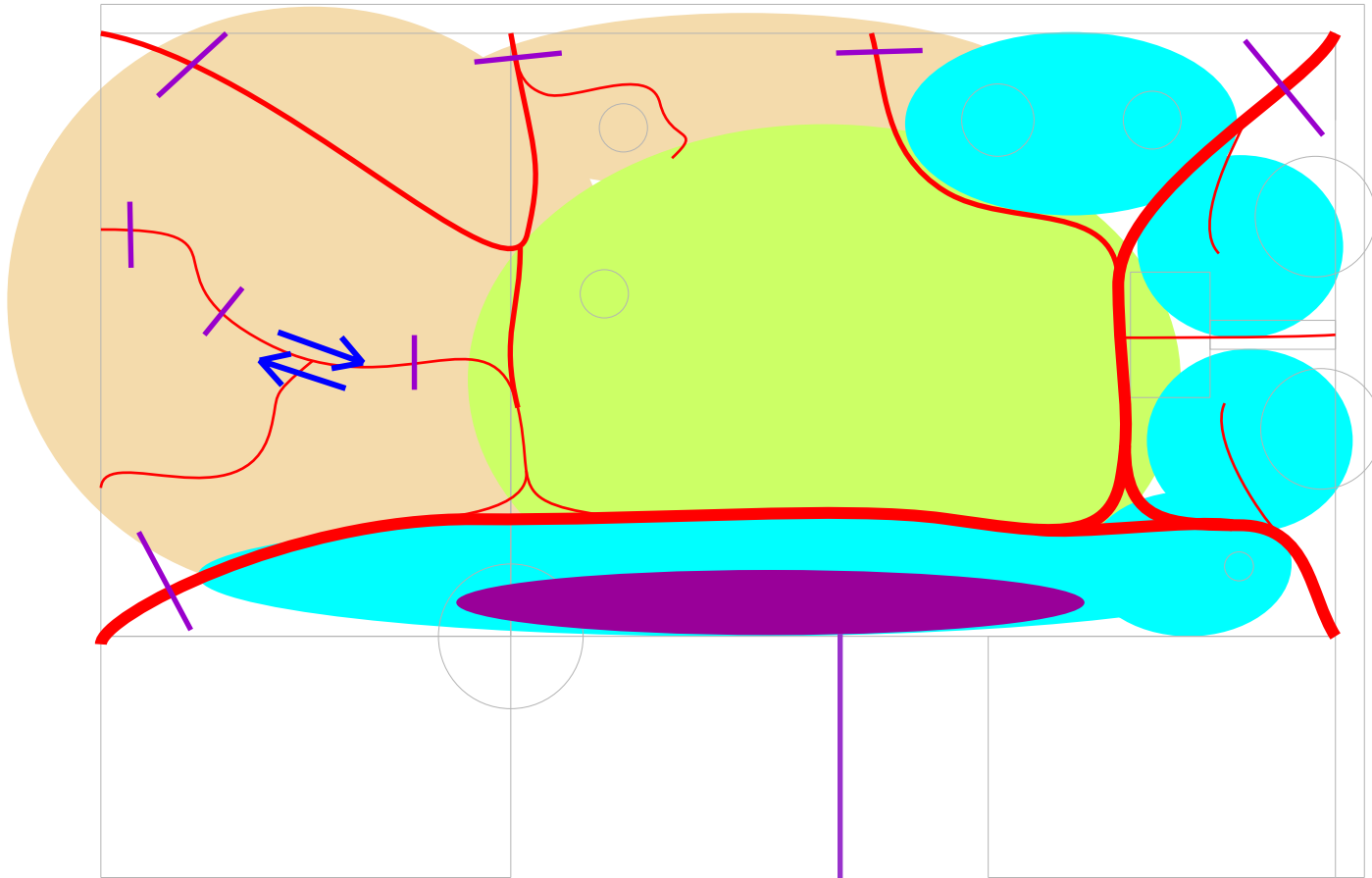


Large murals, architectural seating / play structure, simple gateway thematic elements

Step 2b - Area Function Analysis



Feature Concept #1 : Mural & Fountain



Large opportunity for a feature

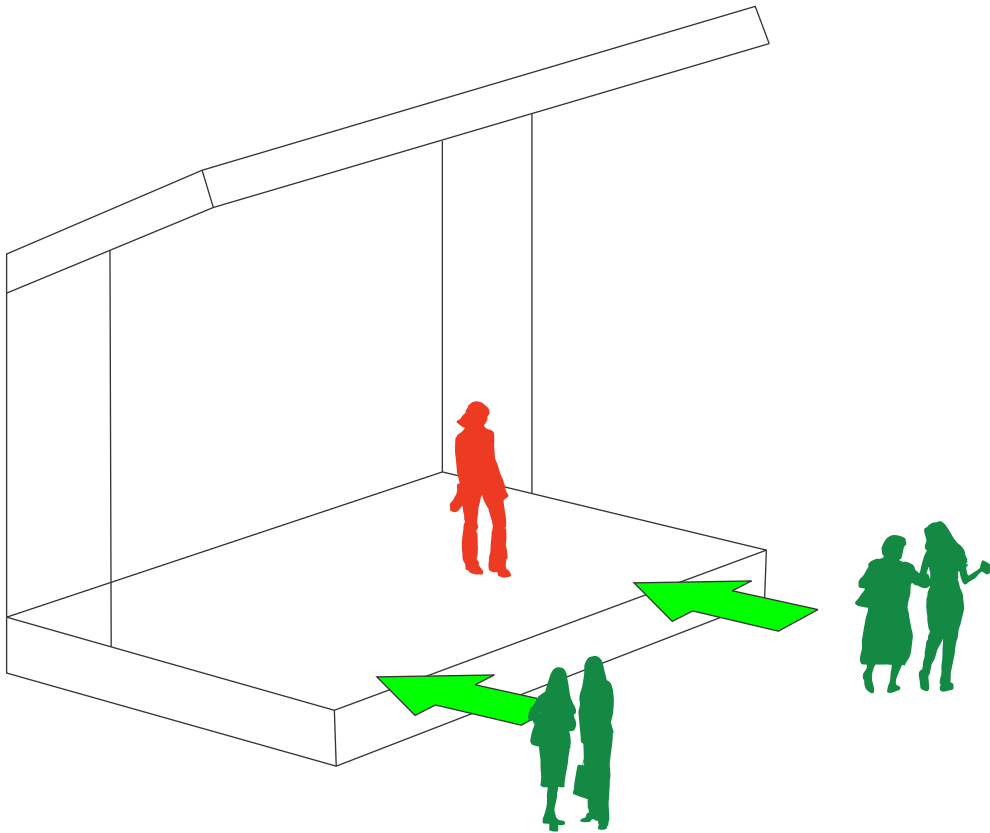
- Mural
- Fountain

Feature Concept #2 : Seating
Thought Process A - Indian Creek / Flipped Around

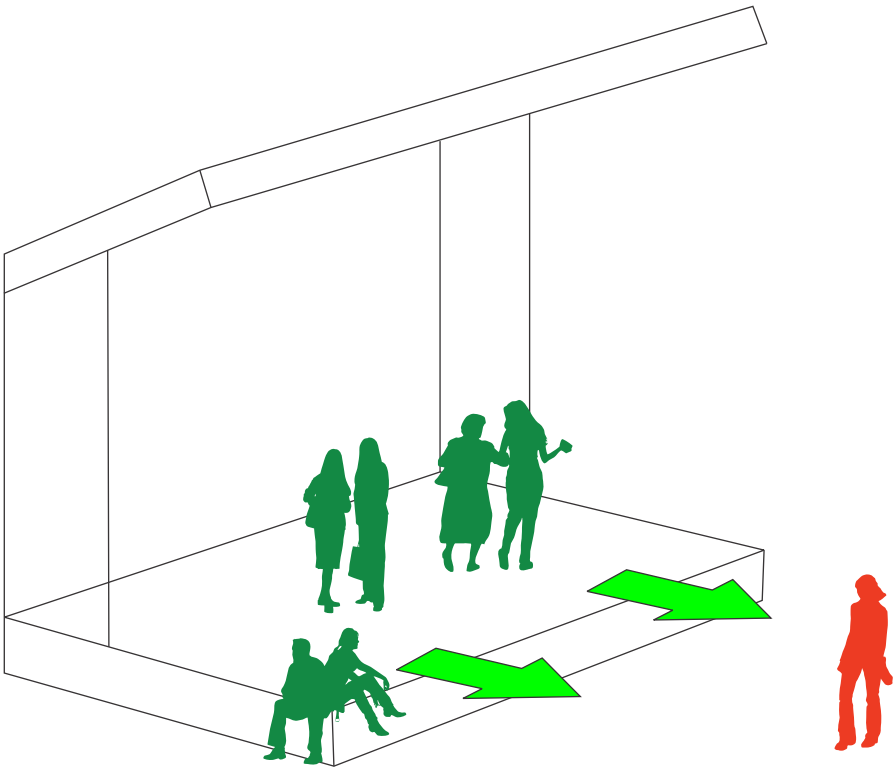


Indian Creek - Central Feature / Stage

Feature Concept #2 : Seating
Thought Process A - Indian Creek / Flipped Around

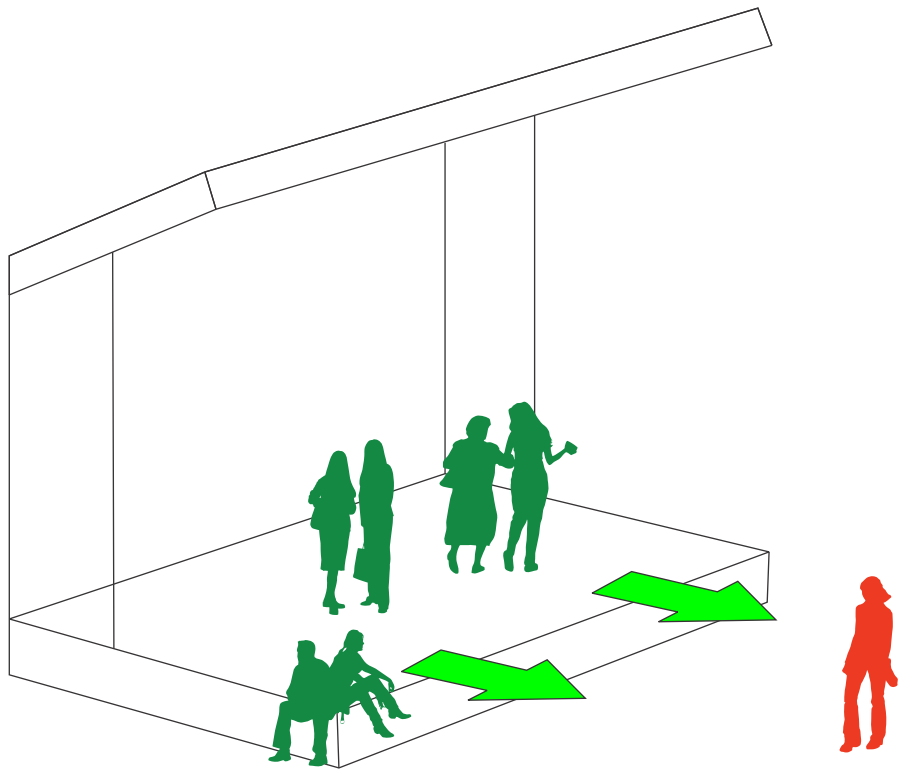


Indian Creek Plaza Stage

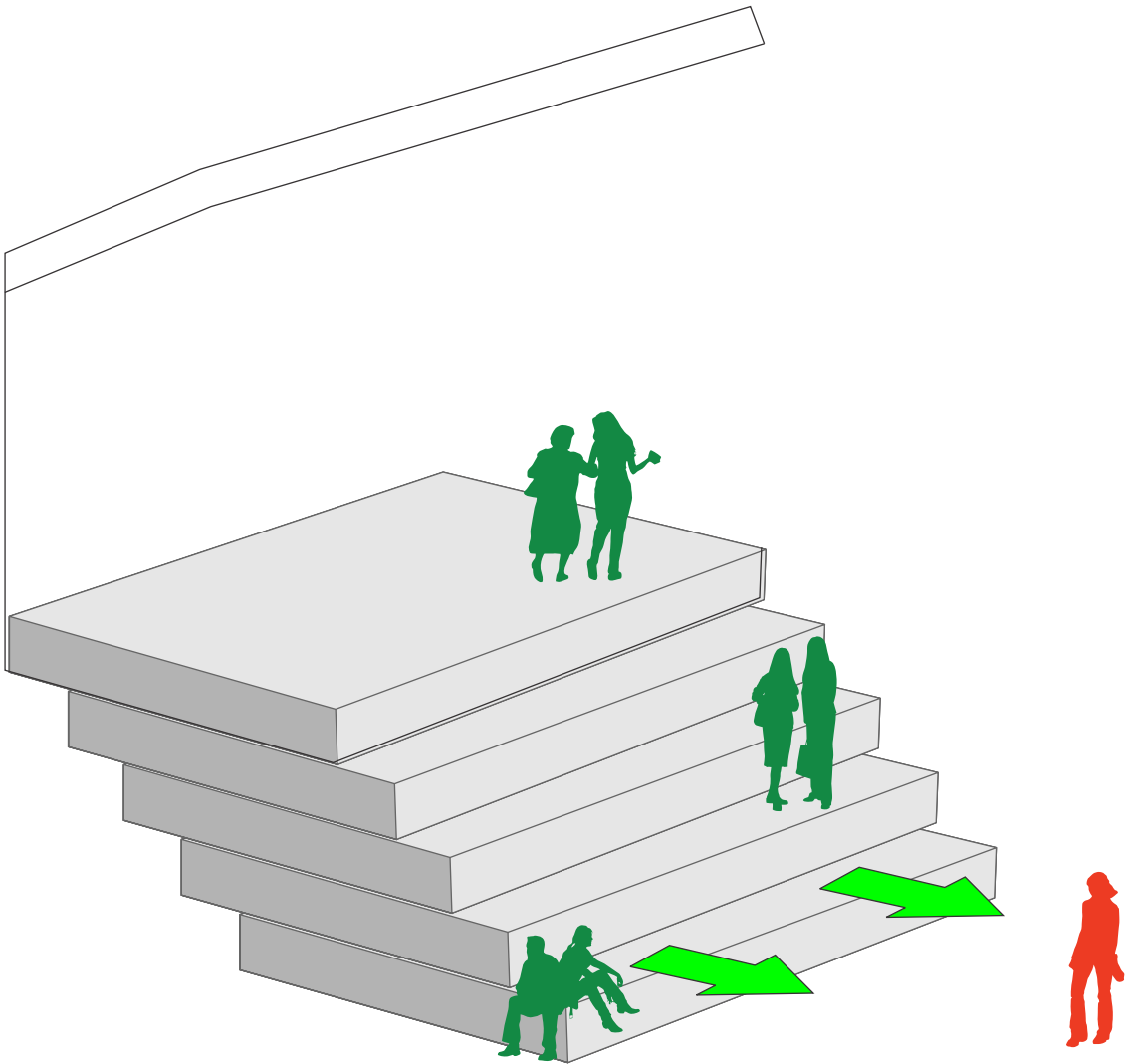
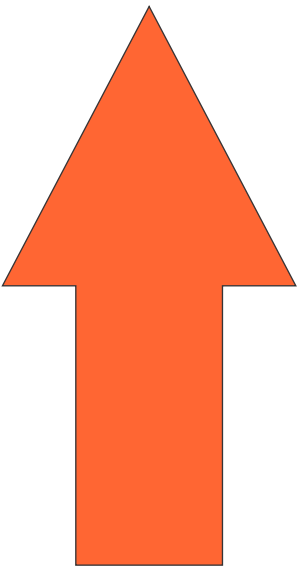


Make the stage for the community

Feature Concept #2 : Seating
Thought Process B - Stage element into seating element

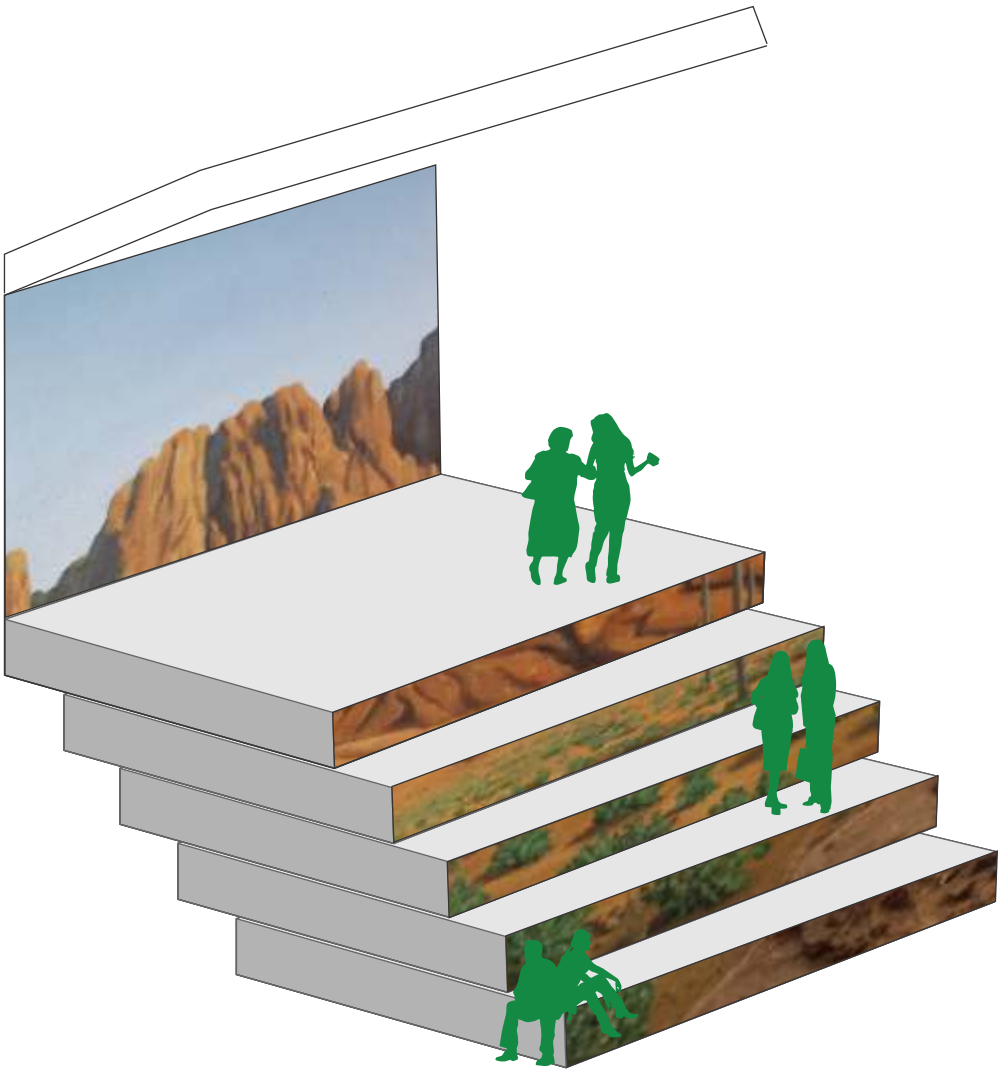
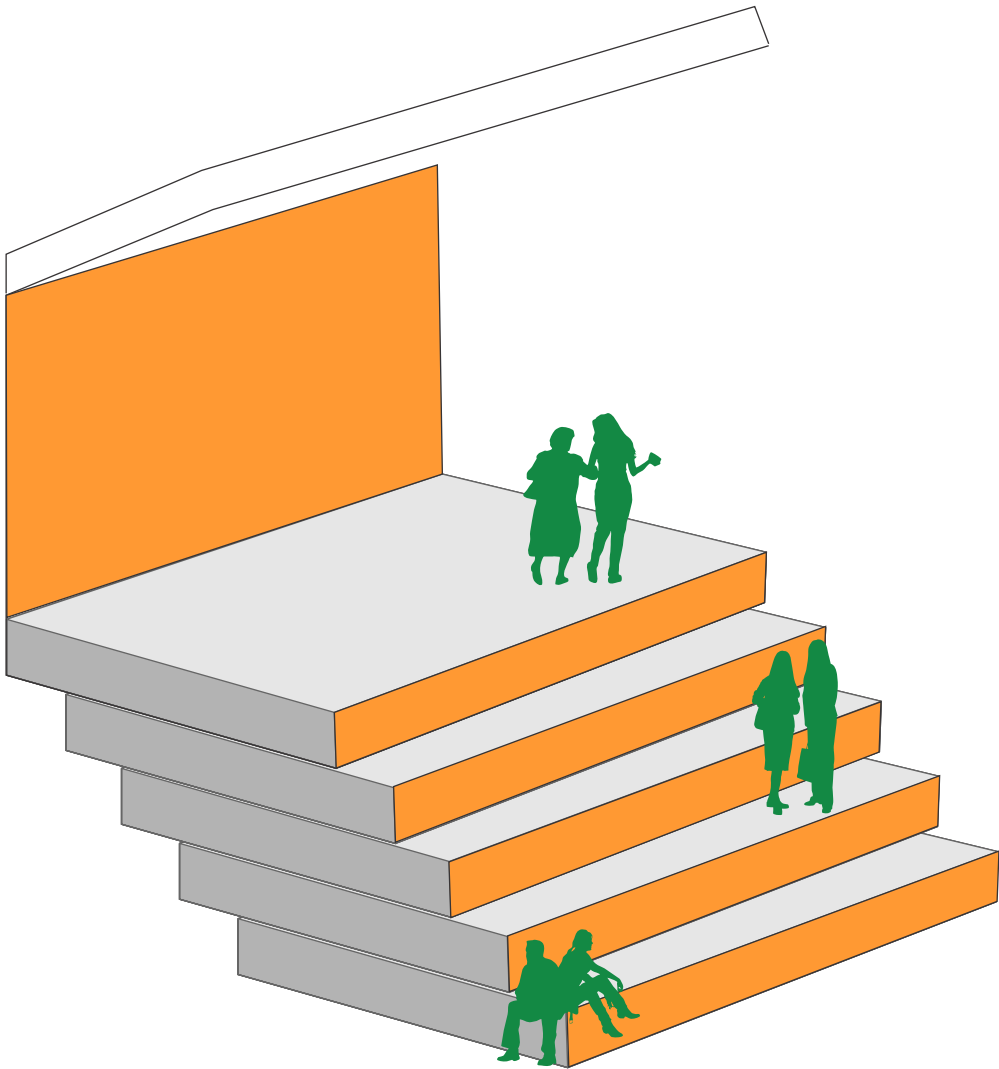


Make the stage for the community



Mountainous Seating for viewing Ontario

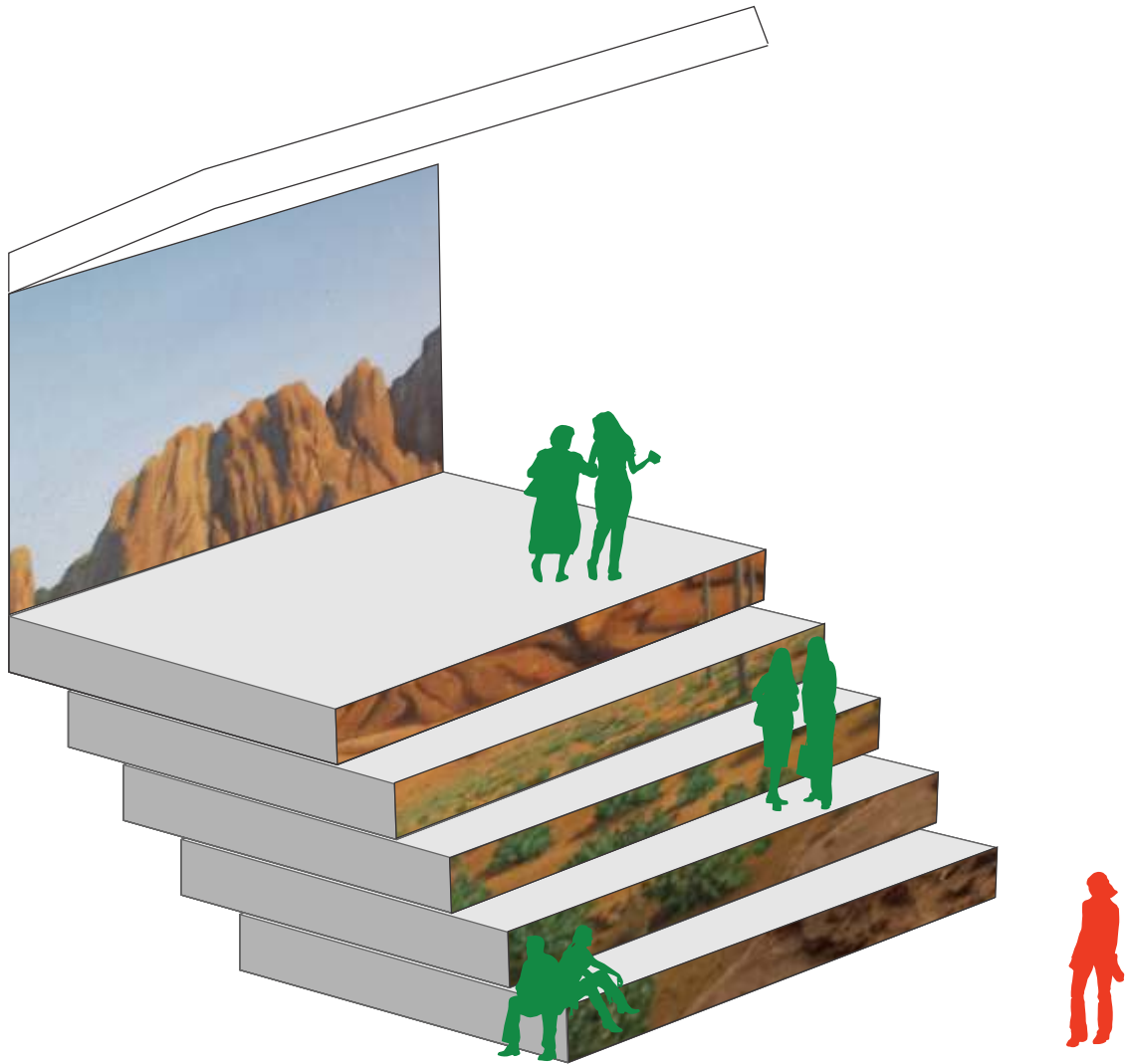
Feature Concept #2 : Seating
Thought Process C - Seating element integrates mural



Mountainous Seating for viewing Ontario

Mountainous Seating for viewing Ontario

Feature Concept #2 : Seating
Thought Process D1 - Mood boards / Examples



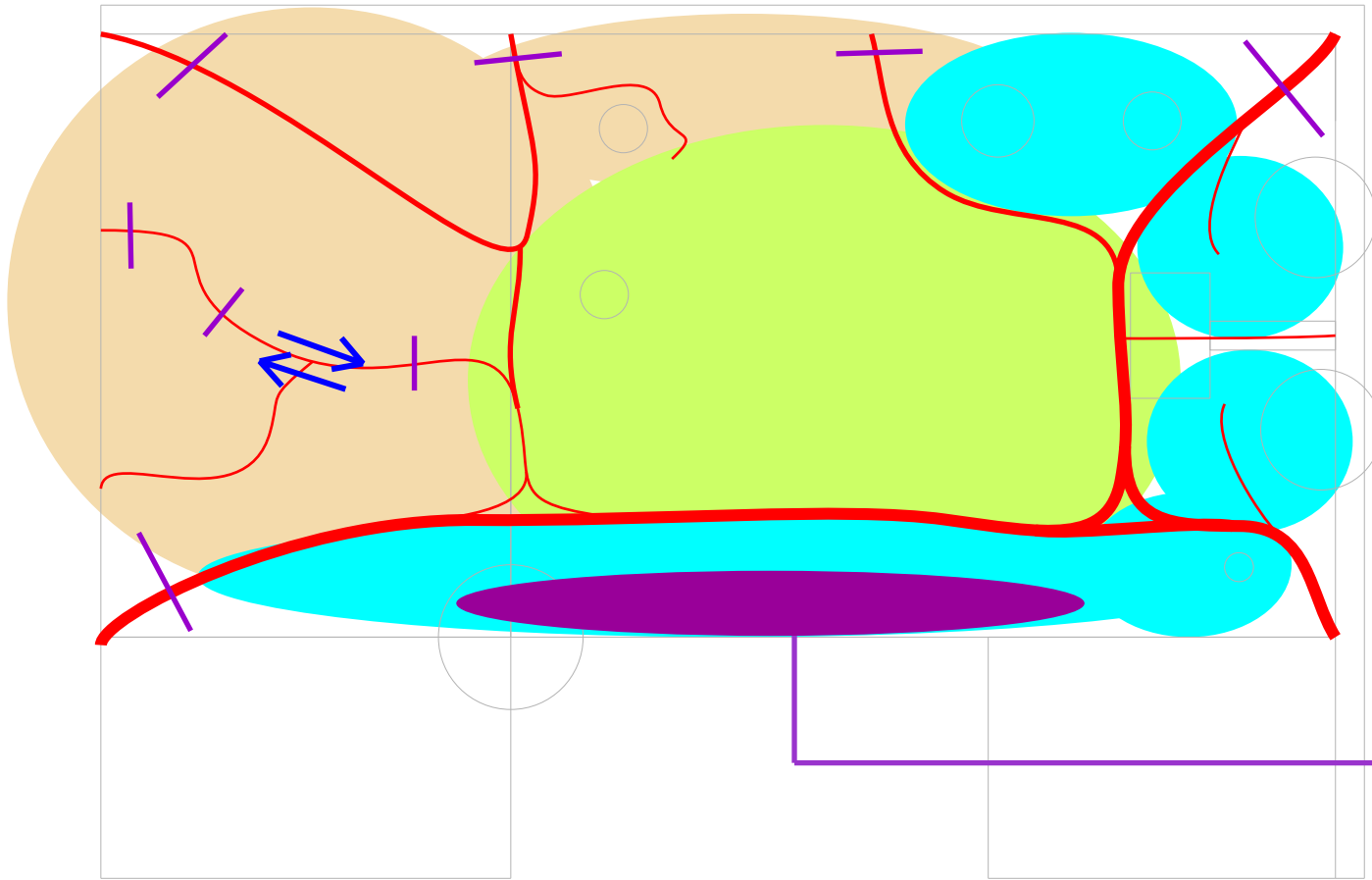
Mountainous Seating for viewing Ontario



Feature Concept #2 : Seating
Thought Process D2 - Mood boards / Examples



Feature Concept #2 : Seating
Thought Process D2 - Mood boards / Examples



- Large opportunity for a feature
- Indian Creek Plaza ‘Flipped Around’
 - Mountainous seating
 - Integrated landscaping

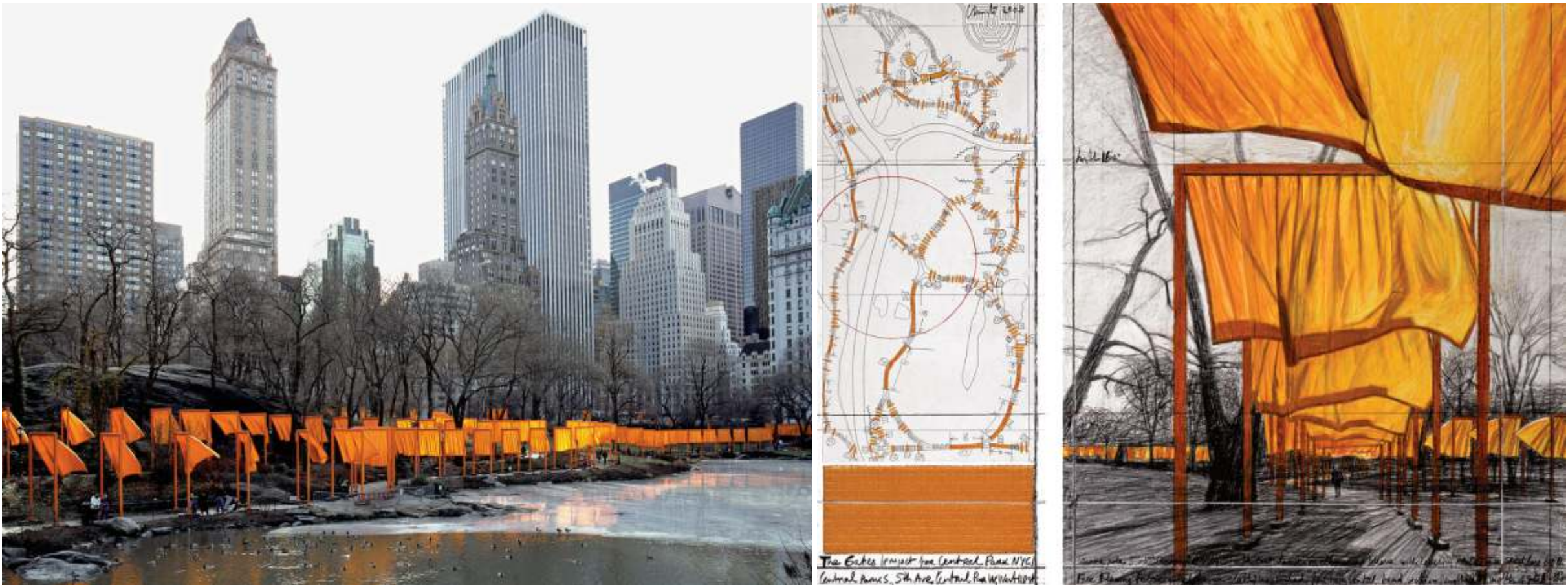
Feature Concept #3 : Gateways
Thought Process A - Cultural Aesthetic Connection



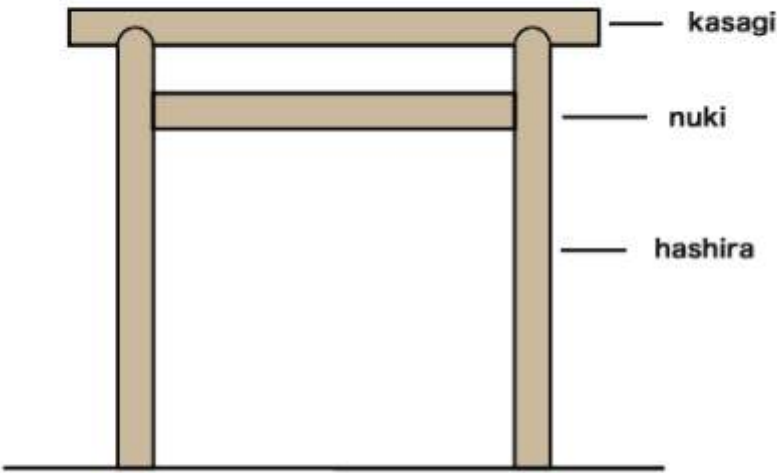
shinmei torii

Feature Concept #3 : Gateways
Thought Process B - Famous Examples

Christo and Jean Claude
The Gates, Central Park, New York, 1979–2005
(Feb 12th - 27th, 2005)



Shinmei torii



Feature Concept #3 : Gateways
Thought Process C - Fine Art Installation Concept

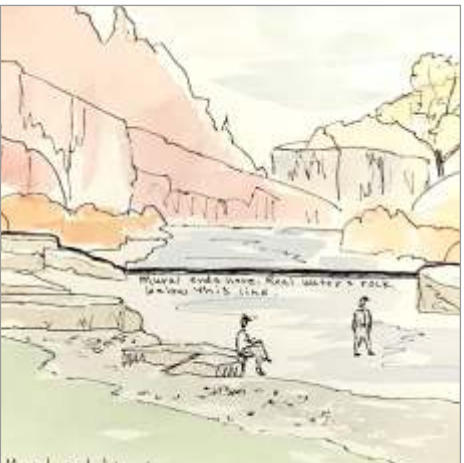
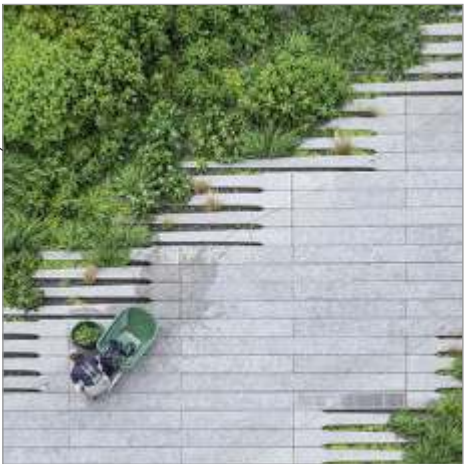


Feature Concepts #2 & #3 : Seating Mural / Gateways
Loose Conceptual Render

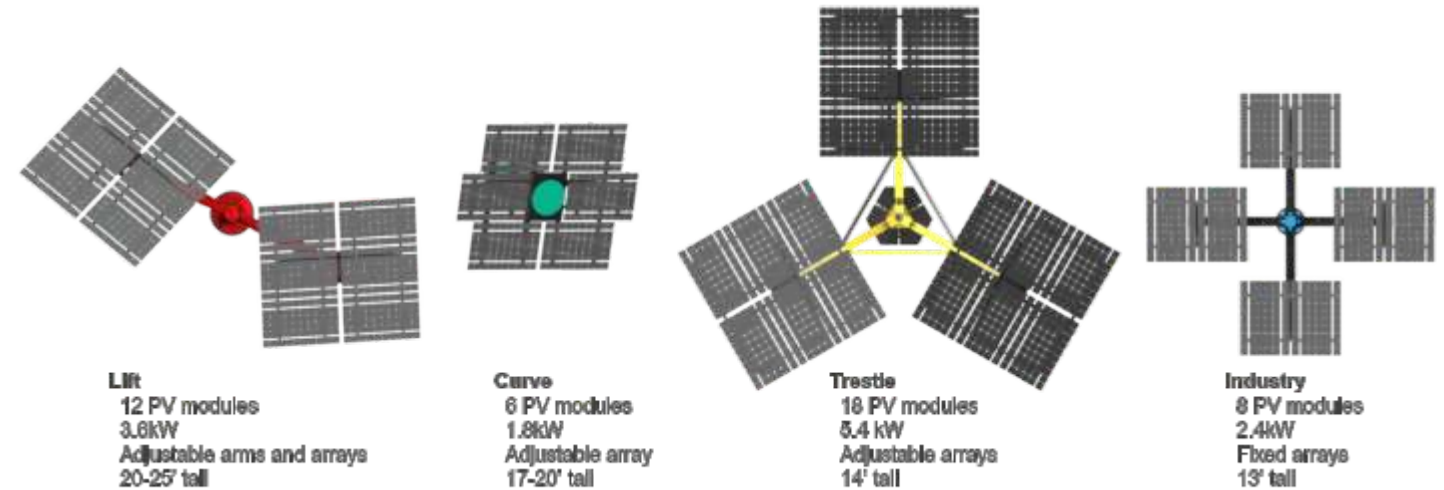


Gateway elements / mountain seating / mural / integrated elements

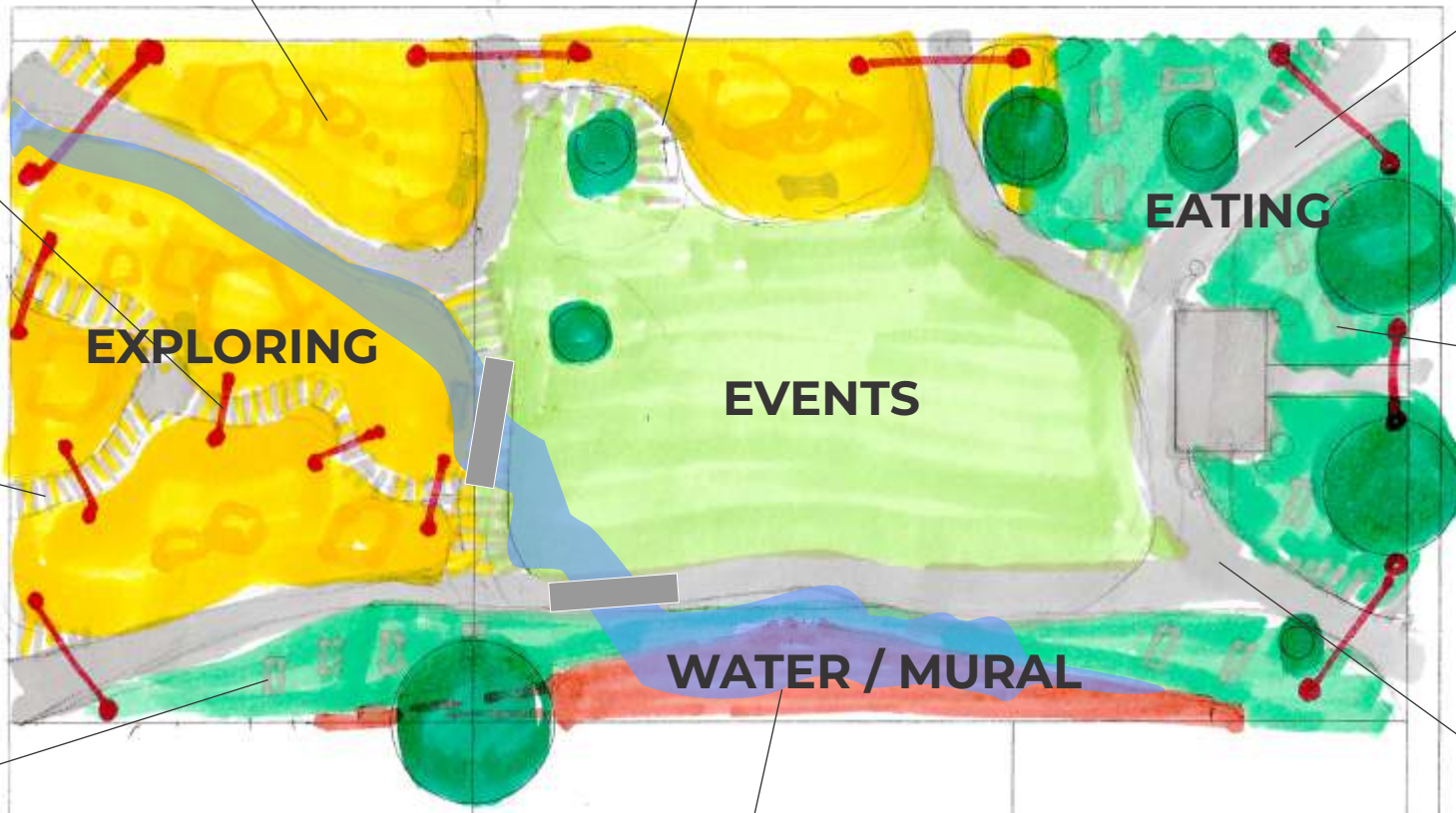
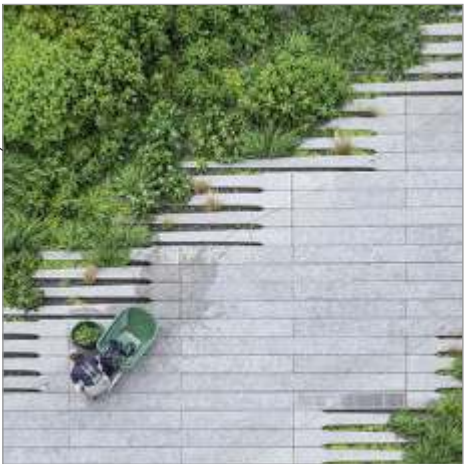
Features & Extras
Arrangement 1



Feature Concepts #4 : Solar Trees



Features & Extras
Arrangement 2



Next Steps

Next Steps

- Green light foundational layout
- Green light some features
- Integrate a street closure plan / infrastructure for SW 1st Ave
- Concept Meeting #2





Downtown Attraction Concept Refinement

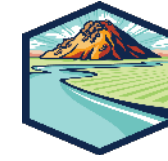
March 10, 2021



Play



ALL
TMENT
CUE



ONTARIO
OREGON



Sequoia Sky Walk



Play & Tower

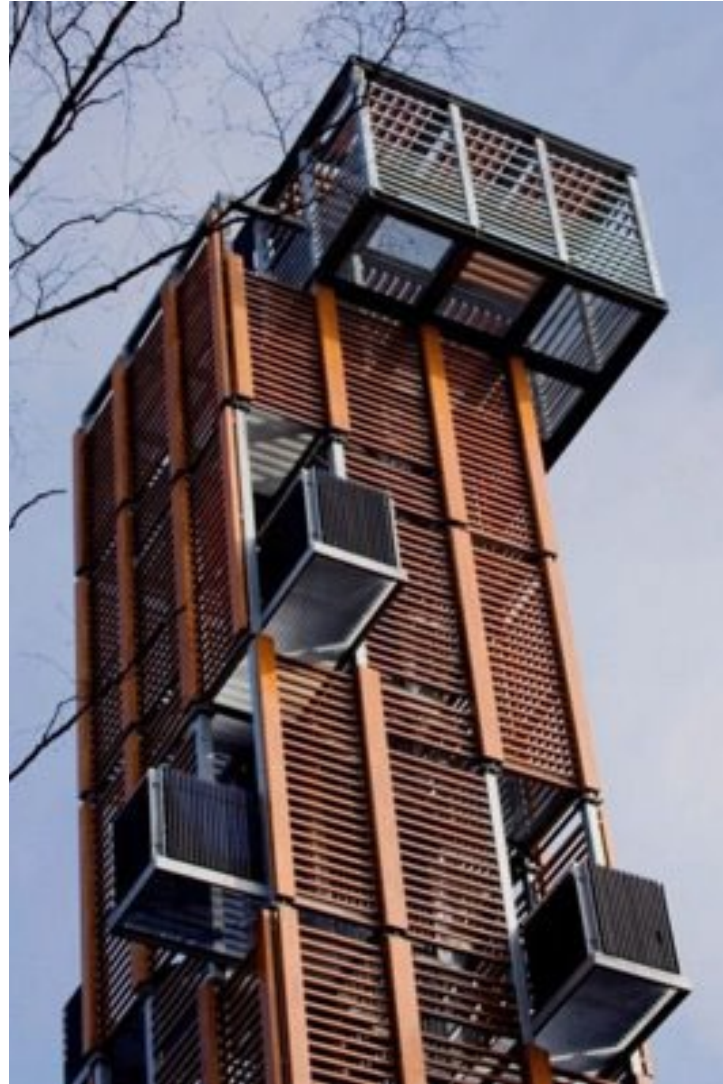


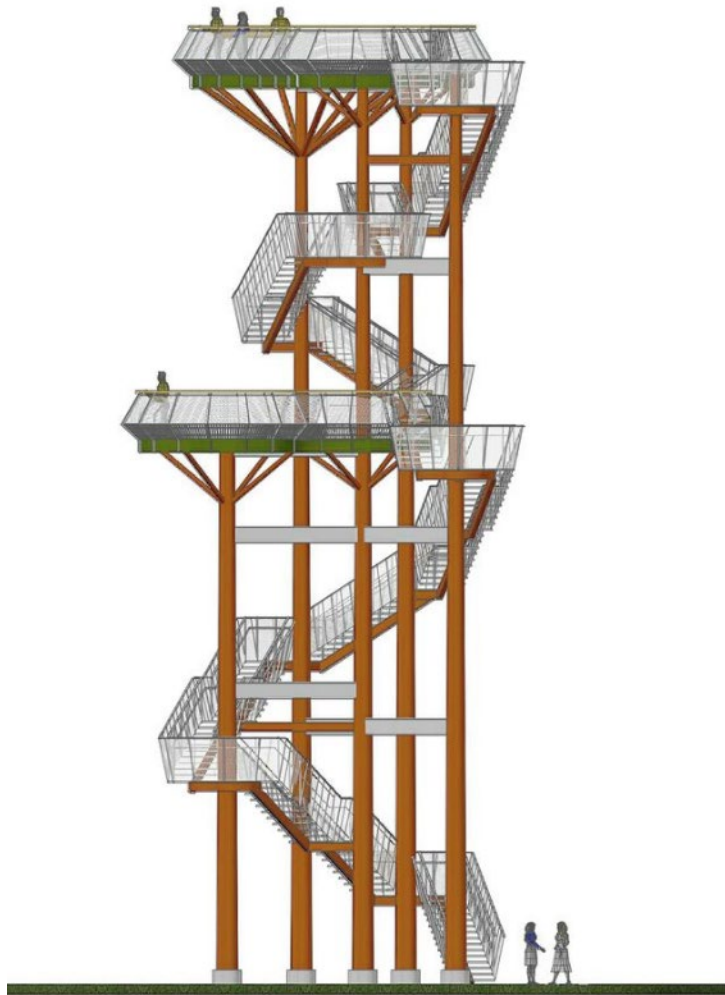




CITY HALL
POLICE DEPARTMENT
FIRE & RESCUE



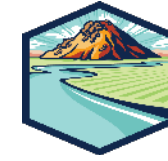




EAST ELEVATION



Play



ONTARIO
OREGON



Uniqueness

Tower



Combined
With



Play





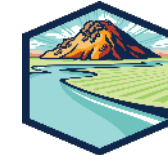
ONTARIO
OREGON







[More Pictures
click here.](#)

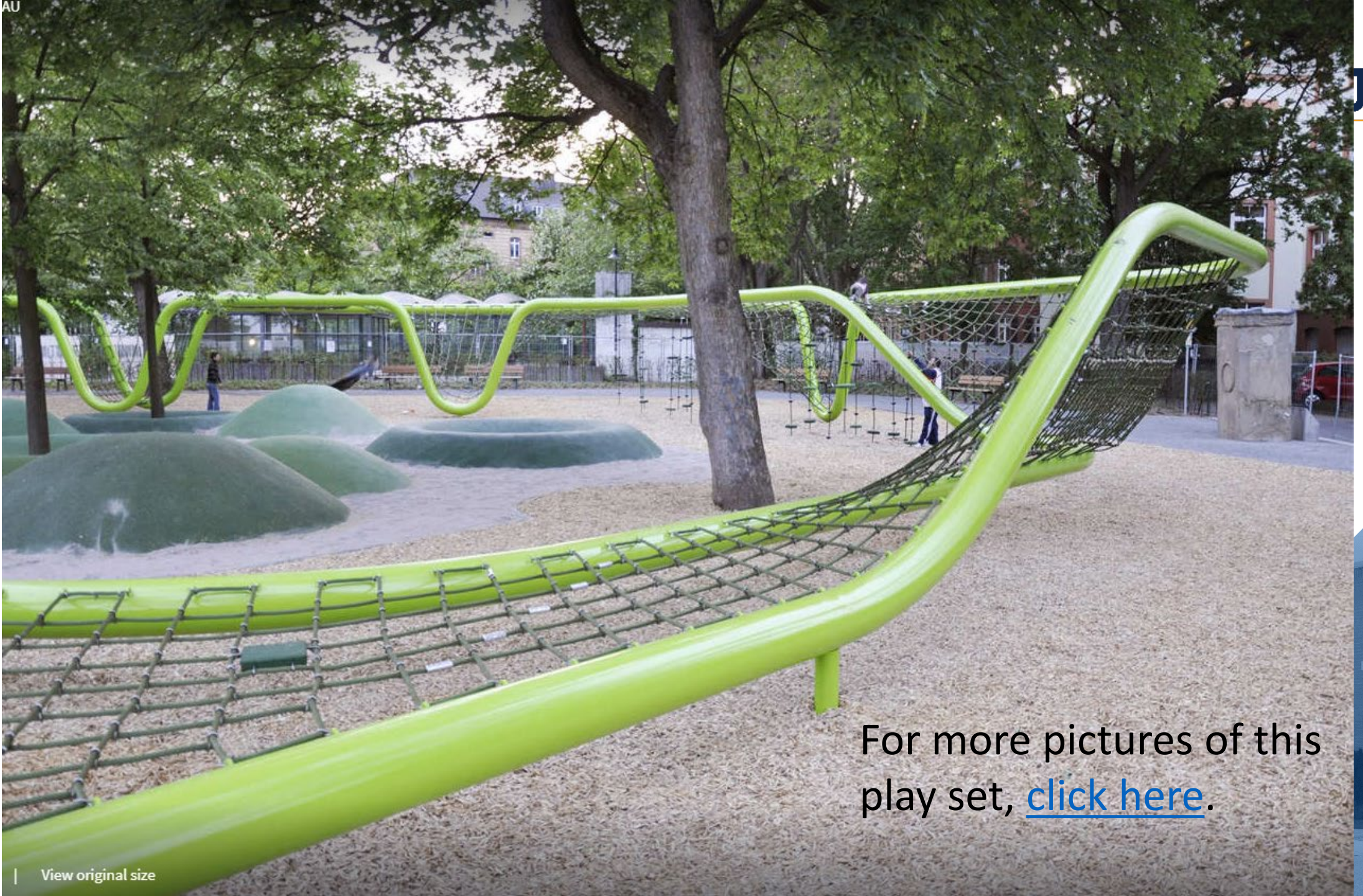


ONTARIO
OREGON









For more pictures of this play set, [click here](#).

CITY HALL
POLICE DEPARTMENT
FIRE & RESCUE



Notice the determination, concentration, and fear in these kids eyes. Remember the shaky legs and arms? They keep coming back!

Imagine



+



An adult experience with youth opportunities at the same time

Requirements

Don't be committed to an idea, be committed to being relevant.

What we are looking for is something that:

- Adds value to the downtown experience
- Attracts people to come downtown
- Needs no staffing
- Low maintenance
- Provides a unique experience
- Combines an adult and youth experience
- Something Transformational



City of Ontario

Downtown Attraction



CONTENTS

1. REVIEW RFP GUIDELINES

2. TRADEMARK TEAM

3. SITE REVIEW / CONTEXT and CULTURE

4. CONCEPT #1 - Parklets

5. CONCEPT #2 - Grown up Playgrounds

6. CONCEPT #3 - Towers

- a. What are they?
- b. What can we learn from other cities?
- c. What do they offer Ontario?
- d. What makes ours unique?
- e. What's the estimated budget, the next steps?

RPF REVIEW

- A facility downtown that attracts residents and visitors to the heart of downtown
- Reflective of Ontario Brand and community
- Outdoors, Malhuer butte, rivers confluence
- Multi-cultural / Diversity
- Add value without replacing what already exists
- Visual and functional approach, maintenance, budget, change over time
- Range of options for available spaces
- Shade
- Public Involvement - Community feedback / brainstorm
- Business Involvement - Sponsorship / Media packages
- At least 3 concepts



 TRADEMARK

- 10+ years of creating durable outdoor environmental signage
- 14+ permanent public art works, 7 temporary
- Managed jobs from 10k - 1.5m
- Professional design team with rich experience in place making, public art, and community engagement





208.949.1160
915 West Royal Boulevard
Boise, Idaho 83706



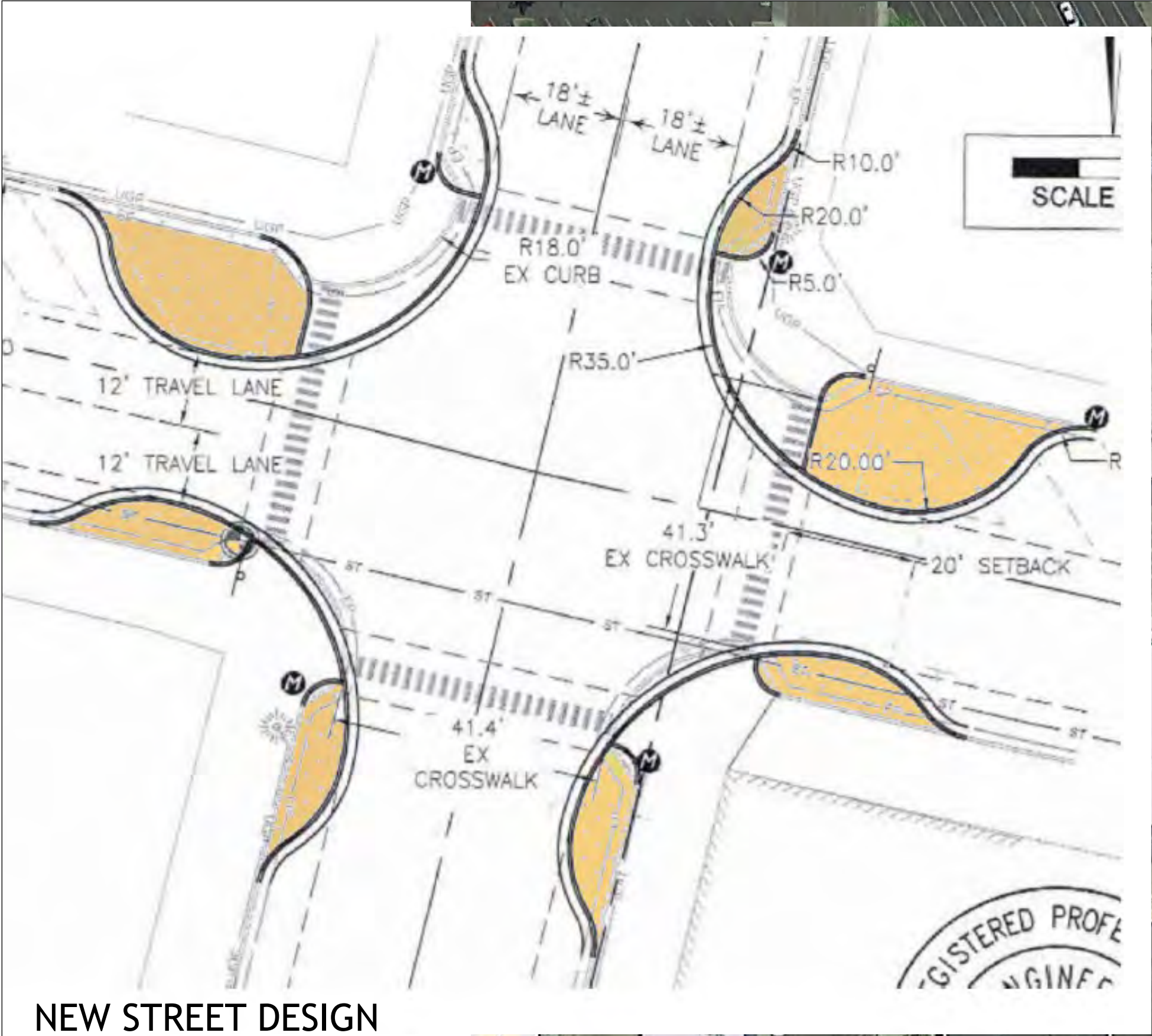
TRADEMARK
DESIGN | FABRICATION



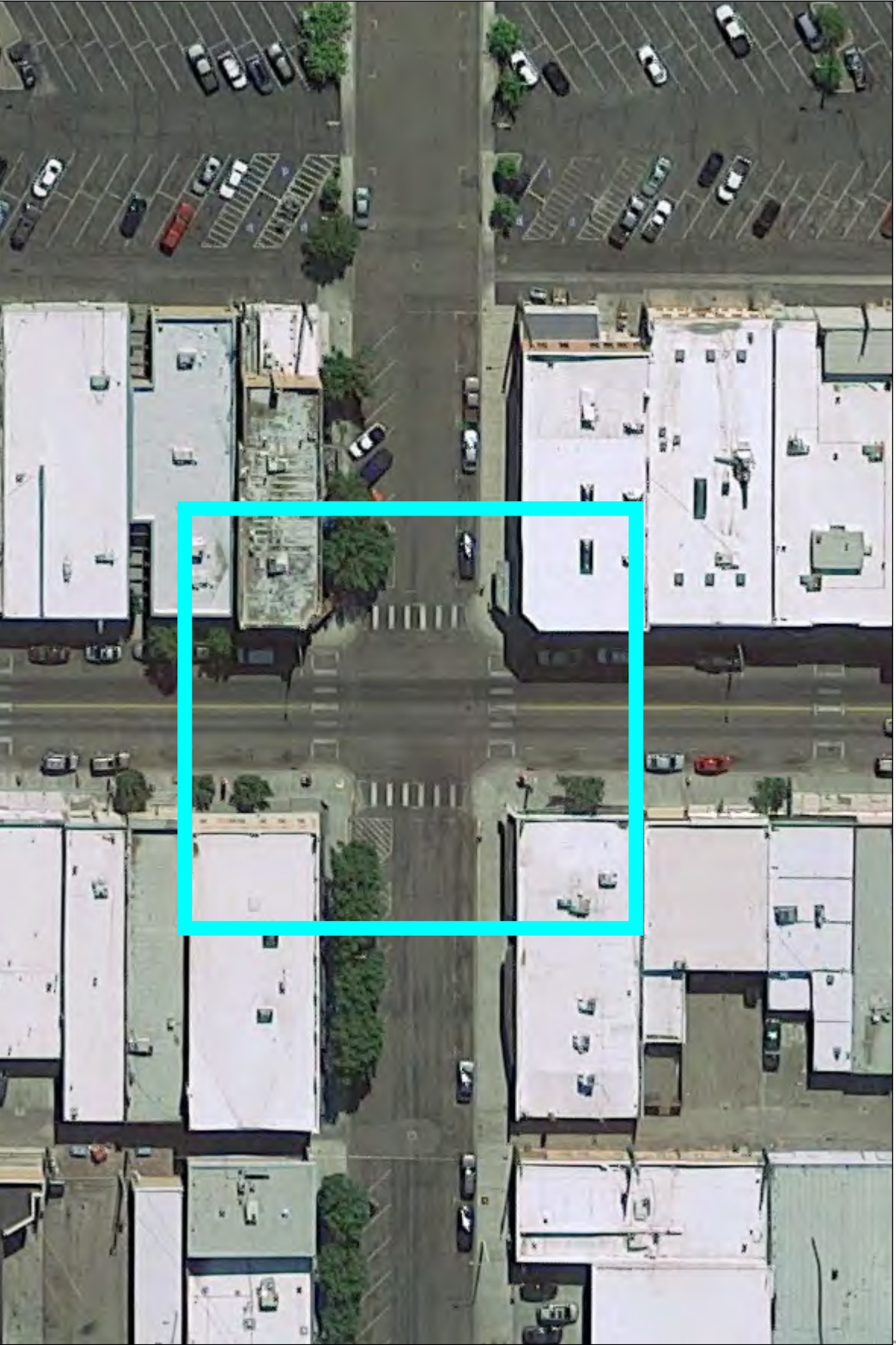
208.949.1160
915 West Royal Boulevard
Boise, Idaho 83706



TRADEMARK
DESIGN | FABRICATION



NEW STREET DESIGN





Native American



Basque



Cowboy/Farmer



Japanese



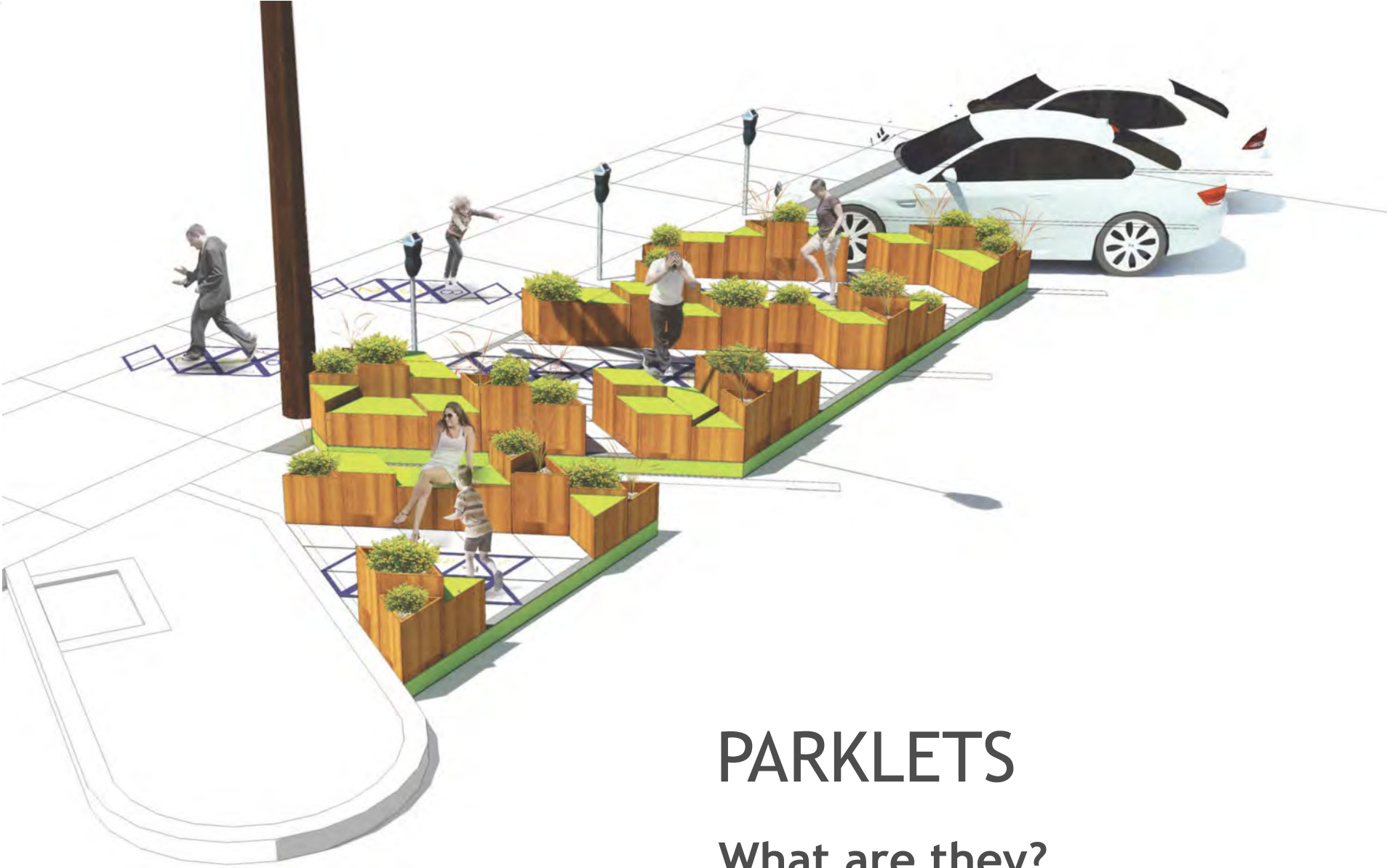
Mexican



Geography

Diverse Cultural Community





PARKLETS

What are they?

- A small park in a parking spot.
- Reclaiming a parking spot for pedestrian use.
- Landscape architecture for the streetscape.





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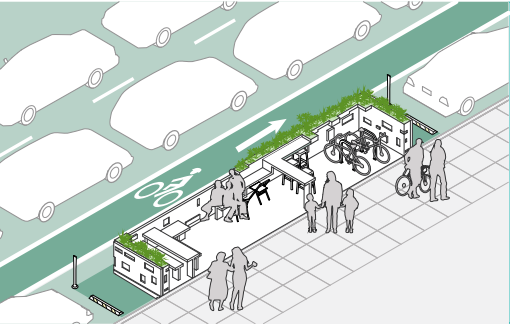
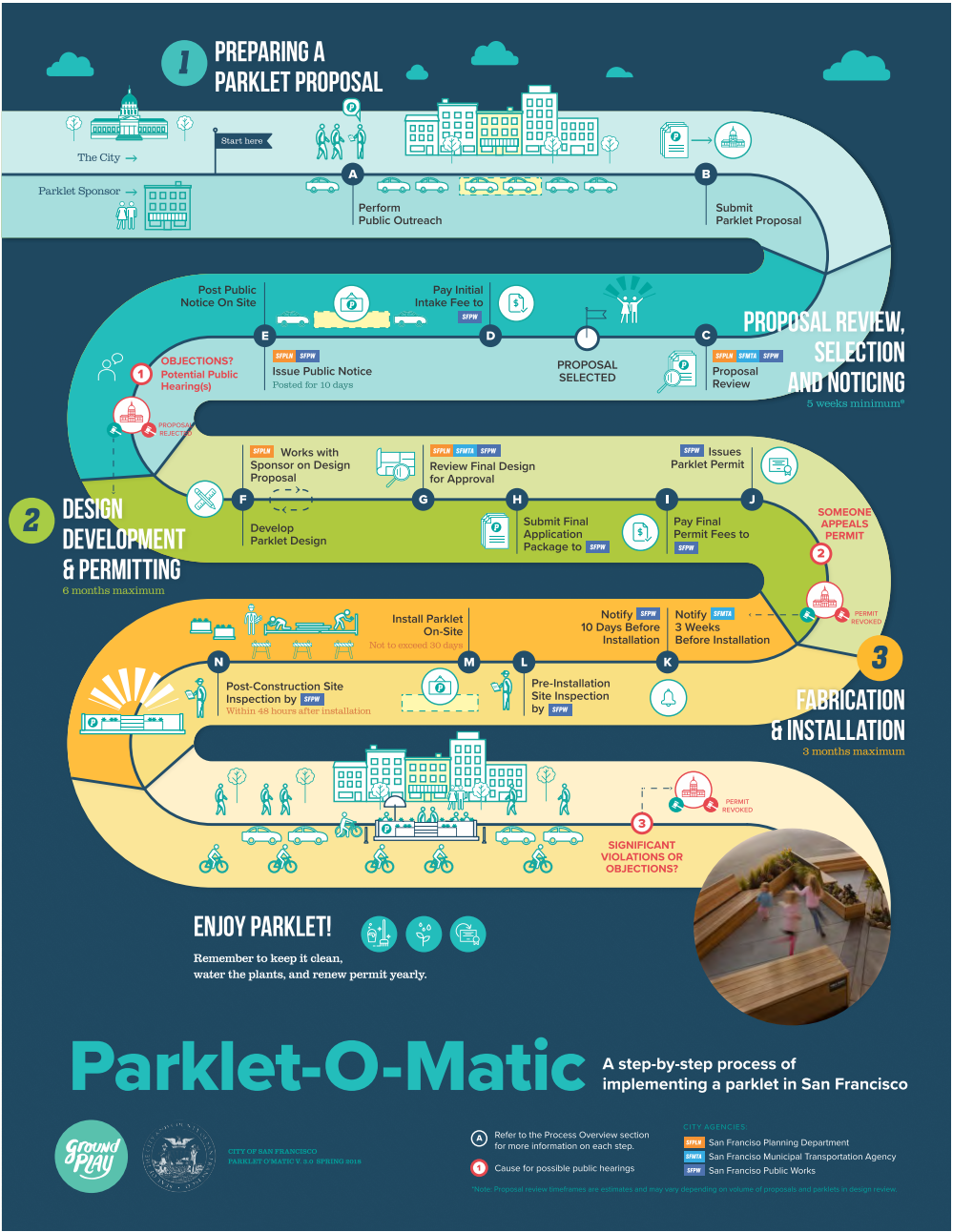


TRADEMARK
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What can we learn from other cities?
What do they offer Ontario?

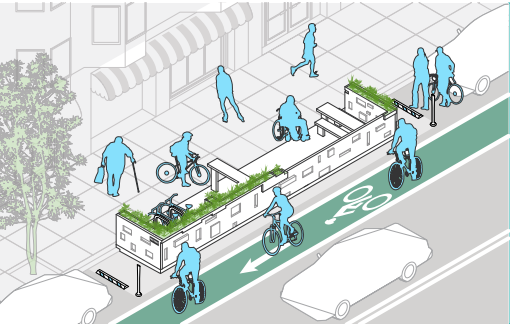


SAN FRANCISCO
PARKLET MANUAL



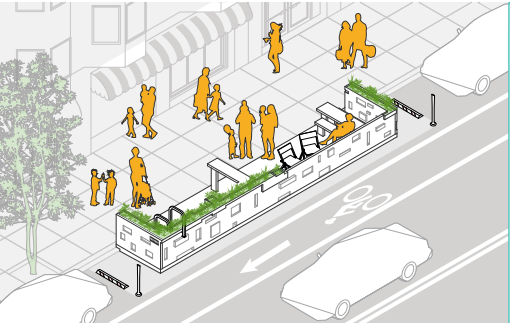
RE-IMAGINE THE POTENTIAL OF CITY
STREETS

Complete streets balance the needs of people walking, riding bicycles, taking transit, and travelling by car. Parklets are a relatively low-cost, easily implementable approach to achieving better balance for all users of the street.



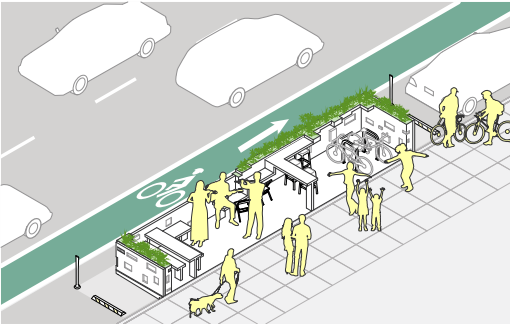
ENCOURAGE NON-MOTORIZED
TRANSPORTATION

Parklets encourage walking by providing pedestrian amenities like public seating, landscaping, and public art. Parklets often provide bicycle parking which, which helps people to choose biking as a primary transportation mode.



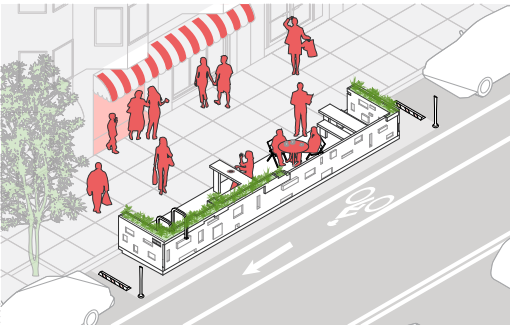
ENCOURAGE PEDESTRIAN SAFETY
& ACTIVITY

Parklets provide buffer areas between traffic lanes and the sidewalk. They also provide outdoor gathering spaces, which are particularly important in areas where City parks are far away.



FOSTER NEIGHBORHOOD
INTERACTION

Parklets invite pedestrians to sit and gather with friends and neighbors. In many cases, neighbors have participated in the design, financing, construction, and stewardship of parklets.



SUPPORT LOCAL BUSINESSES

Parklets enhance the pedestrian environment which can help make the street feel more safe and comfortable for people shopping, running errands, and accessing services in their own neighborhoods.



MODULAR and REARRANGEABLE

PARKLETS

What make ours unique?

- Modular
- Mobile
- Multi-cultural

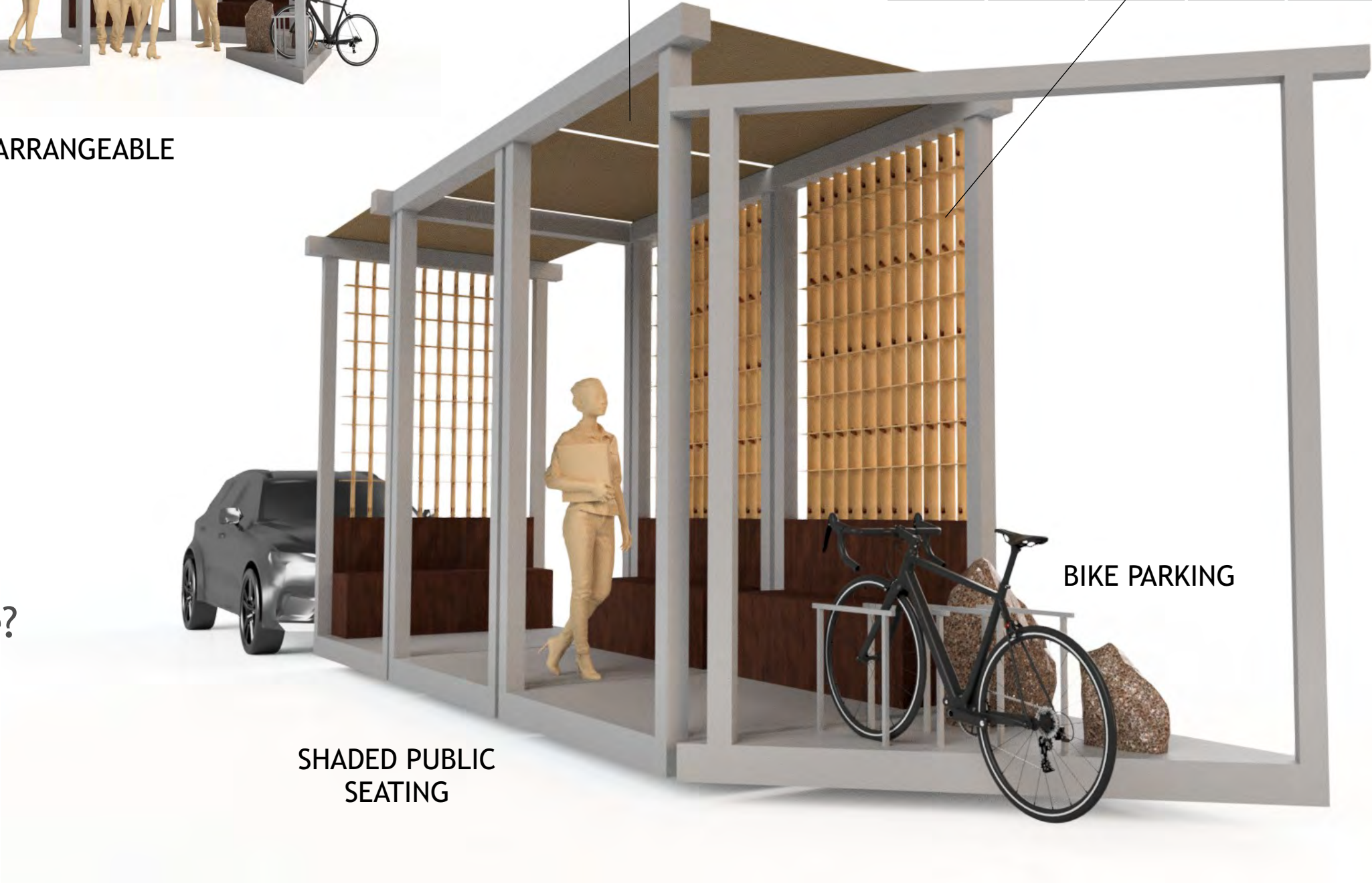
DESIGNED WITH SHADE
IN MIND

CUSTOM CULTURAL WALL PANELS



BIKE PARKING

SHADED PUBLIC
SEATING





PARKLETS

Scalable - can be as big or small as needed

Modular - can be one or many

Experimental - can showcase new materials, styles, techniques

Custom - can be tailored to sponsor opportunities, businesses, or artists

Movable - can potentially be mobile for festivals

Authentic - can tie into the way finding themes and narratives

NEXT STEPS

Setup Guidelines - build off of the San Fran model, use what's relevant

Business involvement - setup meetings with local business to determine location

Public involvement - setup public meeting to determine final aesthetic

Start development - make models, post media and get excited

Ballpark : 40k - 80k





GROWN UP PLAYGROUND

What are they?

- Elements of play, framed with intention, given sophistication
- Seesaws, hammocks, swings, giant furniture, giant chess, cornhole etc



What can we learn from other cities?



What do they offer Ontatrio?

- Draw people downtown, gives them something to interact with, something to photograph with
- Expresses the inner child, the curious, the explorer
- Evident in every major cities in the world



GROWN UP PLAYGROUND

Destination - creates a new space for people to go and to stay

Experimental - can showcase new materials, styles, techniques

Playful - can be full of humor, story, and expression

Custom - can be tailored to sponsor opportunities, businesses, or artists

Authentic - can tie into the way finding themes and narratives

NEXT STEPS

Business involvement - look for sponsor and programing opportunities

Public involvement - setup public meetings to discuss design and theme

Start development - make models, post media and get excited

Ballpark : 80k - 500k



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TRADEMARK
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Observation Towers

What are they?

- Architectural statements of identity
- Eiffel Tower, Space Needle, Camp Adventure



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TRADEMARK
DESIGN | FABRICATION



What can we learn from other cities?

- Generally bad initial reception, but they become icons of the location.
- Drive tourism to the location



What do they offer Ontario?

- A 'literal' new perspective on the city.
- See the butte, the confluence of the rivers, the mountains
- Architectural and geographic statement



What makes ours unique?

Reclaim a water tower, high tension power line tower,
fire tower, or sports viewing tower
Cultural Programing, fun, educational :
Paper airplane festival, egg drop contest, Christmas tree?



OBSERVATION TOWERS

News worthy - a reason for local, state, and national news coverage

State-of-the-art - pushes the boundaries of design and fabrication

Serious - a major investment with mature narratives

Unique - Nothing like this has been done this way before

Attraction - brings tourism from across Oregon and Idaho

NEXT STEPS

Business involvement - look for sponsor and programing opportunities

Public involvement - setup public meetings to discuss design and theme

Start development - make models, post media and get excited

Ballpark : 700k - 2m and up



PARKLETS

Modular
Mobile
Streetscape



GROWN UP PLAYGROUND

Playful/casual
Destination
Park



OBSERVATION TOWER

Bold Statement
Destination
Unique





2019

Downtown Attraction RFP 09-2019-02

City of Ontario, Oregon

TRADEMARK
DESIGN | FABRICATION . BOISE . IDAHO

City of Ontario, Oregon

Downtown Attraction RFP 09-2019-02

SECTION 5: PROPOSAL COVER PAGE

The undersigned, upon acceptance, agrees to furnish the following in accordance with the terms and conditions per City of Ontario Request for Proposals for Consultant Services for a City Downtown Attraction Project, at the prices indicated herein.

The undersigned declares under penalty of perjury that she/he is authorized to sign this document and bind the business or organization to the terms of this contract.

The undersigned recognizes the right of the City of Ontario to reject any or all bids received and to waive any informality or minor defects in bids received.

Consultant Name:

Trademark Design and Fabrication

Address: 915 W Royal Blvd

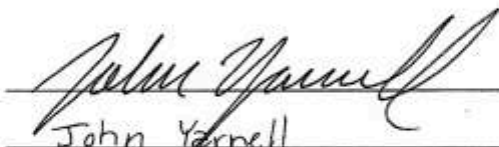
Boise, ID 83706

Telephone Number: 208-949-1160

Fax Number: _____

E-mail address: casey@trademarkcreative.com

Signature of Authorized Representative:


John Yarnell

Printed Name of Authorized Representative:



Cities are more like living breathing entities than one would think based on their immobile bones of concrete and steel. They expand and contract in a constant state of flux. The residents influence the changes of a city-wide identity as much as the physical fluctuation itself, taking on an abstract personality that can feel familiar to the tourist and alien to the resident. A city's identity can also be influenced by the way in which it is maintained. The introduction of an attraction that unites both visitor and local can serve to guide the shape of a city's personality by enhancing an otherwise vacant lot and bringing a community together by creating a gathering place.

Trademark aspires to assist the City of Ontario in reshaping their downtown by creating such an attraction. To enhance the natural strengths of the city and encourage new growth while not seeming foreign to the individuals that call it home. The first location that catches our attention is Moore Park, but we are intrigued by the mention of other property on the open market. The following is a detailed outline of our proposed approach to this project.

INITIAL PLANNING STAGE Projected Dates: November 7th - November 22nd

Our first steps would be to meet the stakeholders involved in the project and have the team fill out a creative brief tailored to this projects in order to gain a deeper understanding of the desired goals of this project. During this time we will also establish a project lead within the city to facilitate clear communication between Trademark and the City of Ontario.

CONCEPT PHASE Projected Dates: November 22nd - January 17th

Trademark will then create at least 3 different concepts that represent the goals and the personality of City of Ontario. These concepts will aim to enhance the downtown location by encouraging people from near and far to visit the location and the surrounding locations by extension. It will pay tribute to the diverse and active city of many iconic locations and engaging outdoor pass-times.

DEVELOPMENT PHASE Projected Dates: January 20th - March 2nd

Once a concept is chosen, the project then moves into the development phase with a clear design direction. We will continue to refine the design and create engineering files in preparation for fabrication. At this point we will be able to begin calling out materials and by the end of this phase we will be able to create an accurate fabrication estimate.

FABRICATION PHASE - Projected Start Date: March 9th - April 27th

During this phase Trademark will fabricate this project and subcontract if the need arises. At the end of this phase, we will install the finished product.



Who We Are

Trademark is a full-service creative studio that specializes in identity and branding, design consultation, wayfinding, architectural signage, environmental design, and specialty fabrication. What sets us apart, is our expertise in building brands from the ground up. Our studio prides itself on its duality—housing both a design firm and fabrication studio under the same roof, allowing us to transform our client's brands into tangible form. Our Trademark is transforming ideas into something brandable.

Lead Designers

John Yarnell

Founder, Co-Owner, Trademark Design and Fabrication 2009-Present
Twenty years working as a designer and graphic artist.

John is a principal designer and art director at Trademark. Skilled in sculpture, illustration and dimensional design, John leads with vision and meticulous attention to detail, making him the driving force behind Trademark's aesthetic.

Jason Keeble

Founder, Co-Owner, Trademark Design and Fabrication 2009-Present
Twenty-five years working as a designer and graphic artist

Jason is a multi-disciplinary artist and art director at Trademark, he leads his team with compassion and dedication, willing to take on any challenge that comes his way. He is versatile in multiple mediums including painting, sculpture, illustration, technical design, and hand lettering.

PUBLIC ART

PERMANENT

- 2019 The Elk's Children's Pavilion at St. Luke's - Boise, ID
- 2019 Discovery Park - Artistic Wayfinding, Educational Playboards & Sculptural Bike Racks - Meridian, ID
- 2019 Zoo Boise - Interpretive Signage & Donor Recognition - Boise, ID
- 2018 MK Nature Center - Arts-Integrated Signage System, Interpretive Displays, & Donor Recognition Wall - Boise, ID
- 2017 Valley Regional Transit - Signage System, Art Wall, Wayfinding and Directional Signage - Boise, ID
- 2016 Rhodes Park - Arts-integrated Skate park and Parkour Course - *Landmark Letters* & Donor Recognition Display - Boise, ID
- 2016 Lusk District Bike Rack - Lusk District - Boise, ID
- 2016 Historic Downtown Meridian - Iconic Landmarks - Fabrication and Consultation Meridian, ID
- 2015 Meridian City Walking Tour - Interpretive Signage - Meridian, ID
- 2015 Nampa Public Library - Donor Recognition & Wayfinding System - Nampa, ID
- 2014 Trevor's Trek - Cancer Survivor Stanchions - Julia Davis Park- Boise, ID
- 2013 West End Trail Monuments - Interpretive Display Fabrication - Boise, ID
- 2012 Julius Kleiner Memorial Park - Sculptural Wayfinding System - Meridian, ID
- 2012 Central Bench/Central Rim - Neighborhood Identifiers - Boise, ID

TEMPORARY

- 2018 Traffic Box Art Project - Fabrication - Boise, ID
- 2016 Traffic Box Art Project - Fabrication - Boise, ID
- 2016 Wayfinding System- Treefort Music Festival- Boise, ID
- 2015 Entryway Arch- Treefort Music Festival- Boise, ID
- 2015 Traffic Box Art Project - Fabrication - Boise, ID
- 2015 Bus Shelter Wrap Project - Fabrication - Boise, ID
- 2014 Traffic Box Art Project - Fabrication - Boise, ID

PROFESSIONAL ORGANIZATIONS

Meridian Park Identities Public Art Roster- Member



John Yarnell
Trademark Creative
John@TrademarkCreative.com
208.949.1160

Jason Keeble
Trademark Creative
Jason@TrademarkCreative.com
208.949.1160

Studio
Trademark Design
& Fabrication
915 W Royal Blvd
Boise, ID 83706

Mail
915 W Royal Blvd
Boise, ID 83706

Website
www.trademarkcreative.com

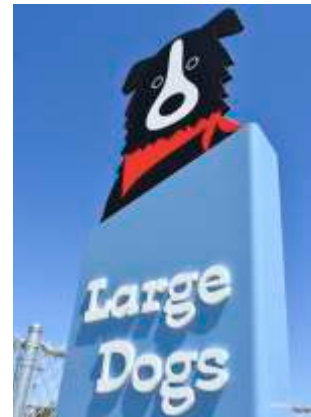




St. Luke's Children's Pavilion

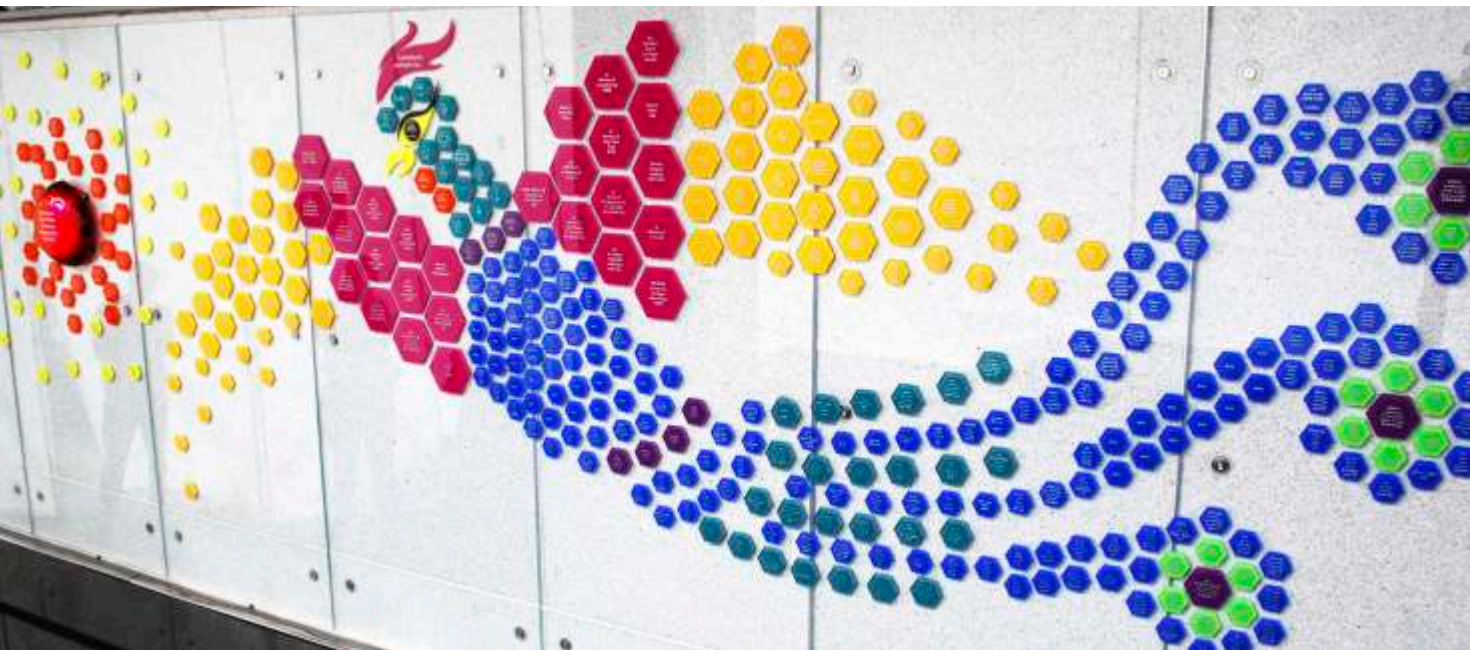


Rhodes Skate Park: Monument Letters and Donor Wall





Indian Creek Plaza



Chinese Hospital Phoenix Donor Wall



Julius Kleiner Wayfinding Sculptures

Below you will find three (3) current professional references from different firms/organizations who have worked professionally with Trademark. Trademark hereby authorizes the City of Ontario to conduct reference investigations as needed.

Reference 1

Name of Firm/Organization City of Boise - Planning and Development Services

Contact Person Nikki Drake, Energize our Neighborhoods Coordinator

Email Nrdrake@cityofboise.org

Phone 208.570.6849

Address 150 Capitol Blvd.

City/State/Zip Boise, ID 83701

Name of Project Boise Neighborhood Identities

Date Completed Previous and on going Neighborhood Identity projects

Reference 2

Name of Firm/Organization City of Eagle

Contact Person Sheri Horton, Sr. Deputy and Clerk Treasurer

Email shorton@cityofeagle.org

Phone 208.939.6813

Address 660 E Civic Lane

City/State/Zip Eagle, ID 83616

Name of Project Downtown Meridian, Main Street Island Identifiers

Date Completed Previous and on going projects

Reference 3

Name of Firm/Organization Friends of Zoo Boise

Contact Person Gene Peacock, Zoo Boise Director

Email gpeacock@cityofboise.org

Phone 208.608.7745

Address 355 Julia Davis Dr

City/State/Zip Boise, ID 83702

Name of Project Friends of Zoo Boise Gorongosa Exhibit Signage

Date Completed June 2019



TRADEMARK
DESIGN | FABRICATION

208.949.1160
915 West Royal Boulevard
Boise, Idaho 83706

**DESIGN
SERVICES
PROPOSAL**

I N F O

ORGANIZATION: City of Ontario
CONTACT: Adam Brown PHONE: 541.881.3223
EMAIL: Adam.Brown@ontariooregon.org EST. DESIGN. BUDGET: \$6000
ADDRESS: 444 SW 4th Street, Ontario, OR 97914 REFERENCE: OntarioDTAttraction10.22.2019

THE FOLLOWING IS A DESIGN SERVICES PROPOSAL
FROM TRADEMARK DESIGN FABRICATION
TO THE CITY OF ONTARIO, OREGON
FOR THE DEVELOPMENT OF ART CONCEPTS FOR A DOWNTOWN ATTRACTION

SCOPE

Trademark will collaborate with the City of Ontario to develop art concepts (minimum 3) for a downtown attraction as outlined in RFP _____.

FEES

Cost: \$100/hour (Estimated 60 hours)

TIMELINE

Research and customer onboarding: 1-2 weeks
Creative brief filled out by client. Designers assigned at Trademark.

Concept development: 4-6 weeks
Concludes with in-person presentation of top three concepts, with preliminary artwork and/or renderings.

Concept refinement: 3-4 weeks
Concludes with in-person presentation of refined concept, with preliminary feasibility analysis.

Finalized concept selected. Development Agreement submitted for final design, engineering, and estimating of time and materials.

T H E F I N E P R I N T

The Client agrees to adhere to timeline set by Trademark. Cost or timeline of deliverable may be affected by additional rounds of review, or excessive delays from client.

S I G N A T U R E S

CLIENT NAME

Date:



TRADEMARK
DESIGN | FABRICATION



TRADEMARK
DESIGN | FABRICATION

CREATIVE BRIEF

PUBLIC ART | Design Services Proposal Package

INFO

ORGANIZATION: City of Ontario

CONTACT: Adam J. Brown PHONE: 541.881.3223

EMAIL: adam.brown@ontariooregon.org

INTERACTION

PLEASE LIST THREE WORDS THAT ILLUSTRATE HOW YOU WANT PEOPLE TO FEEL UPON ENTERING THE ATTRACTION: _____

HOW SHOULD VIEWERS INTERACT WITH THE ATTRACTION DURING THE DAY? _____

HOW SHOULD VIEWERS INTERACT WITH THE ATTRACTION AT NIGHT? _____

PLEASE RANK THE FOLLOWING GOALS. THE ATTRACTION SHOULD:
(1 being most important, 5 being least important.)

- ☐ Serve as an iconic landmark
- ☐ Engage the public through interactivity
- ☐ Facilitate and/or host gatherings or performances
- ☐ Beautify downtown Ontario
- ☐ Educate viewers about local culture and/or history

PLEASE ELABORATE:



TRADEMARK
DESIGN | FABRICATION



TRADEMARK
DESIGN | FABRICATION

CREATIVE BRIEF

A U D I E N C E

PLEASE RANK THE FOLLOWING AUDIENCES SERVED BY OF THIS ATTRACTION
(1 being most important, 6 being least important.)

- ☐ Out of town tourists
- ☐ Children
- ☐ Event attendees
- ☐ Patrons of downtown businesses
- ☐ Patrons of the arts
- ☐ Local families

PLEASE ELABORATE:

D E S I G N E L E M E N T S

IS THERE A FEATURE OF ONTARIO YOU WOULD LIKE HIGHLIGHTED IN THIS PIECE?

WHAT BRINGS THE MOST PRIDE TO ONTARIO?

ARE THERE ANY SPECIFIC COLORS OR THEMES YOU WOULD LIKE TO SEE PRESENT IN THIS WORK?

WHAT ARE THE BIGGEST CHALLENGES FACED BY DOWNTOWN ONTARIO THAT THIS
ATTRACTION IS INTENDED TO HELP SOLVE?



TRADEMARK
DESIGN | FABRICATION

EXECUTIVE ORDER NO. 26-01

EXTENSION OF EXECUTIVE ORDER 25-01

WHEREAS, in response to significant increases in unsheltered homelessness in the State of Oregon, Governor Kotek declared a homelessness state of emergency on January 10, 2023, in Continuum of Care regions that experienced an increase in unsheltered homelessness of 50% or greater between 2017 and 2022.

On January 7, 2025, the Governor issued EO 25-01, which extended the homelessness state of emergency previously established through EOs 23-02, 23-03, 23-09, and 24-02.

Seven of the state's eight CoC regions were included in the homelessness state of emergency declared in Executive Order 23-02 on January 10, 2023. Four CoC regions and the Metro region had experienced an increase in unsheltered homelessness of 50% or more from 2017 to 2022:

- Metro region Continuums of Care¹ (50.4%);
- Central Oregon (86%);
- Eugene, Springfield/Lane County (110%);
- Medford, Ashland/Jackson County (132%); and
- Salem/Marion, Polk Counties (150%).

Oregon Department of Emergency Management established a process for county governments outside of the emergency areas named in EO 23-02 to request to be included. Clatsop, Linn and Malheur counties each submitted a request to be included in the emergency order, and each met the following inclusion criteria.

1. The unsheltered population in 2022 must be greater than 30 households; and
2. The county has declared a local state of emergency related to homelessness; and
3. At least one of the following is true:
 - a. Unsheltered homelessness increased by 50% or more between 2017-2022;
 - b. The rate of unsheltered homelessness in 2022 was 80% or greater.

As a result of the Governor's state of emergency related to homelessness and actions taken from January 2023 through September 2025:

- 6,286 shelter beds were provided for people experiencing unsheltered homelessness, a combination of new beds and preventing closure of existing beds;
- 5,539 Oregonians experiencing unsheltered homelessness were rehoused; and

¹ Portland, Gresham/Multnomah, Hillsboro, Beaverton/Washington County, and Clackamas County.

EXECUTIVE ORDER NO. 26-01
PAGE TWO

- 25,942 households were prevented from eviction and risk of homelessness.

WHEREAS, measurable progress has been made under the homelessness state of emergency, the conditions necessitating the declaration of emergency have not yet fully resolved.

This includes a significant portion of individuals experiencing chronic homelessness also experiencing serious mental illness and/or substance use disorder, or other health conditions impacting behavioral health such as traumatic brain injuries. This need has been detailed in the 2024 homelessness point-in-time count which provides data that 4,521 individuals experiencing homelessness reported living with serious mental illness and 4,099 individuals experiencing homelessness reported living with a chronic substance use disorder.

The co-occurring conditions of homelessness and behavioral health challenges result in repeated interactions with emergency departments, inpatient psychiatric facilities, jails or prisons, and crisis response systems. Helping individuals experiencing chronic homelessness and behavioral health conditions requires sustained, integrated solutions that align housing and health care systems, particularly for individuals who are exiting acute care treatment, residential treatment, or the Oregon State Hospital who are unable to stabilize and likely to experience unsheltered homelessness without intensive housing and wraparound services.

WHEREAS, ORS 401.165 *et seq.* empowers the Governor to declare a state of emergency upon determining that an emergency has occurred or is imminent. Pursuant to that authority, I find that unsheltered homelessness in the CoC regions for Eugene, Springfield/Lane County; Portland, Gresham/Multnomah County; Medford, Ashland/Jackson County; Central Oregon; Salem/Marion, Polk Counties; Hillsboro, Beaverton/Washington County; Clackamas County, Linn County, Malheur County, and Clatsop County (collectively, "emergency areas"), has caused, continues to cause, and is threatening to cause widespread injury to people and property, widespread human suffering, and widespread financial loss and thus constitutes an emergency under ORS 401.025(1).

NOW THEREFORE, IT IS HEREBY DIRECTED AND ORDERED THAT:

There is a state of emergency in the emergency areas due to unsheltered homelessness. The emergency areas include:



EXECUTIVE ORDER NO. 26-01 PAGE THREE

- Metro region Continuums of Care²;
- Central Oregon;
- Eugene, Springfield/Lane County;
- Medford, Ashland/Jackson County;
- Salem/Marion, Polk Counties;
- Linn County;
- Clatsop County; and
- Malheur County.

I declare this emergency for these areas because they have experienced an increase in unsheltered homelessness of 50% or greater between 2017 and 2022, or met the opt-in criteria for counties in the Balance of State CoC in EO 23-09.

Oregon Department of Emergency Management, Oregon Housing and Community Services, Oregon Health Authority, and Executive State Agencies shall continue to take the actions to address the state of emergency as previously described and directed in EO 25-01. These actions include transitioning toward sustainable and integrated housing and behavioral health systems of care while maintaining effort to prevent loss of shelter, housing, and service capacity, while supporting individuals with the highest and most complex needs.

1. Oregon Department of Emergency Management (OEM). OEM shall maintain the State's Emergency Operations Plan and coordinate access to and use of personnel and equipment of all state agencies necessary to assess, alleviate, respond to, mitigate, or recover from this emergency.
 - a. In conformance with the Comprehensive Emergency Management Plan and ORS chapter 401, state agencies are directed to provide any assistance and support requested by OEM as needed to assist in the response to this emergency.
 - b. Any local government requests for state resources to respond to or recover from this emergency must be submitted through county or city governing bodies to OEM, in compliance with ORS 401.165(2).
2. Oregon Housing and Community Services (OHCS) and Oregon Health Authority (OHA). OHCS and OHA, in coordination with any executive state agencies necessary, shall:

² Portland, Gresham/Multnomah, Hillsboro, Beaverton/Washington County, and Clackamas County.



EXECUTIVE ORDER NO. 26-01
PAGE FOUR

- a. With 2025-2027 legislatively adopted funding, across all Oregon communities, rehouse 1,400 additional households experiencing homelessness and prevent eviction and homelessness for 8,167 additional Oregonian households.
 - b. With 2025-2027 legislatively adopted funding, make available \$20,000,000 during the 2025-2027 biennium to support the development of intensive Permanent Supportive Housing (PSH) projects.
 - i. Investments will prioritize individuals experiencing, or at risk of experiencing, chronic homelessness with high acuity behavioral health needs, and develop a housing model capable of delivering intensive, wraparound services to meet the needs of residents.
 - ii. Projects should be designed to increase housing stability for residents and reduce repeated utilization of acute care and institutional settings.
 - c. Establish a statewide coordinated entry pathway for intensive PSH projects that prioritize populations from:
 - i. Oregon State Hospital
 - ii. Inpatient psychiatric facilities
 - iii. Residential treatment settings
 - iv. Other acute care environments
 - d. Utilize data from the Homeless Management Information System (HMIS) with Coordinated Care Organization (CCO) and other health system data to improve outcomes and increase program efficacy.
 - e. Allocate available funding to expand behavioral health capacity, including, but not limited to:
 - i. Residential treatment facilities
 - ii. Supportive housing for individuals stepping down from residential care
 - f. Explore the feasibility of implementing a Medicaid 1915(c) Home and Community-Based Services waiver to support individuals experiencing chronic homelessness with behavioral health needs.
 - g. Standardize clear and measurable goals and outcomes for deflection programs that divert individuals from the criminal legal system to treatment and services.
3. Discretion; No Right of Action. Any decision made by the Governor pursuant to this Executive Order is made at her sole discretion. This Executive Order is not intended to create, and does not create, any individual right, privilege, or benefit, whether substantive or procedural, enforcement at law or in equity by any party



EXECUTIVE ORDER NO. 26-01
PAGE FIVE

against the State of Oregon, its agencies, departments, or any officers, employees, or agents thereof.

4. Delegation. Where this Executive Order delegates the Governor's authority to an agency, that delegation does not deprive the Governor of that authority.
5. Legal Effect. This Executive Order is issued under the authority conferred on the Governor by ORS 401.035, ORS 401.165 to 401.236, and ORS 401.525. Pursuant to ORS 401.192, this Executive Order and the actions taken pursuant to it have the full force and effect of law, and any existing laws, ordinances, rules, and orders shall be inoperative to the extent they are inconsistent with this exercise of the Governor's emergency powers.
6. Severability. If any portion of this Executive Order is held by a court of competent jurisdiction to be invalid, all remaining portions of this Executive Order shall remain in effect.
7. Duration. This Executive Order is effective immediately and shall remain in effect until January 10, 2027, unless extended or terminated earlier by the Governor. The Governor shall reassess the necessity of this Executive Order every two months and shall retain, modify, or supplement it as circumstances warrant.

Done at Salem, Oregon, this 7th day of January, 2026.



Tina Kotek
GOVERNOR

ATTEST:

Tobias Read
SECRETARY OF STATE

MALHEUR COUNTY COURT MINUTES

December 17, 2025

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. with Commissioner Ron Jacobs and Commissioner Jim Mendiola present. Members of the media, public and staff had the opportunity to join the meeting electronically or in person. Present in the meeting room were Administrative Officer Lorinda DuBois and Economic and Community Development Coordinator Taylor Rembowski. Notice of the meeting was posted on the County website, Courthouse bulletin board and emailed to the Argus Observer and those persons who have requested notice. The agenda is recorded as instrument # [2025-4045](#)

COURT MINUTES

Commissioner Mendiola moved to approve Court Minutes of December 10, 2025 as written. Commissioner Jacobs seconded and the motion passed unanimously.

TAYLOR GRAZING ADVISORY BOARD

Commissioner Jacobs moved to appoint Barry Wilkinson to the Taylor Grazing Advisory Board. Commissioner Mendiola seconded and the motion passed unanimously. (Barry Wilkinson replaces Ralph Fillmore on the board.)

SUPPLEMENTAL BUDGET RESOLUTION

Commissioner Jacobs moved to approve Resolution R25-34: 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 holdover funds from the Specialty Court grant in the District Attorney's budget – these funds are to be used to cover a portion of two staff at Community Corrections; to allocate grant funds in the Jail budget from the Criminal Justice Commission for Jail-based Medication for Opioid Use Disorder (JMOUD) grant – these funds are to be used as stated in the grant agreement; and to allocate holdover funds from the Specialty Court grant in the Community Corrections budget – these funds are to be used to cover a portion of two staff at Community Corrections. See instrument # [2025-4046](#)

County Counsel Stephanie Williams joined the meeting.

IGA FOR FLOODPLAIN SERVICES – CITY OF ONTARIO

Commissioner Jacobs moved to approve Intergovernmental Agreement for Flood Hazard Management for Malheur County, Including the Cities of Jordan Valley and Adrian with the City of Ontario. Commissioner Mendiola seconded and the motion passed unanimously. The City will act as the Floodplain Administrator for the County, including the Cities of Adrian and Jordan Valley who are under contract with the County, while the County does not have a Planning Director. The Court may need to revisit its agreement to provide floodplain management services with the Cities of Jordan Valley and Adrian.

UPDATED COUNTY POLICY 119

Commissioner Jacobs moved to approve updated County Policy 119 – Preference to State Servicemembers, Former State Servicemembers and Veterans. Commissioner Mendiola seconded and the motion passed unanimously. Effective January 1, 2026, state Preference law includes Oregon National Guard. See instrument # [2025-4047](#)

VARIOUS DOCUMENTS – TREASURE VALLEY RELOAD CENTER (MCDC; JAGUAR TRANSPORT HOLDINGS(JTH))

Mr. Rembowski explained that Malheur County Development Corporation (MCDC) held a board meeting yesterday and approved execution of a Lease and Operating Agreement with Wyoming Colorado Railroad, Inc. (Jaguar). Ms. Williams reviewed various associated documents with the Court.

Commissioner Mendiola moved to authorize Judge Joyce to sign the Lease and Operating Agreement between Wyoming Colorado Railroad, Inc., and Malheur County Development Corporation and Malheur County. Commissioner Jacobs seconded and the motion passed unanimously. It is expected that the final document may be ready on Friday.

Commissioner Jacobs moved to approve Transition Agreement with Malheur County Development Corporation. Commissioner Mendiola seconded and the motion passed unanimously. The segregated account will be at Columbia Bank or the Local Government Investment Pool.

Commissioner Jacobs moved to approve Memorandum of Lease with Wyoming Colorado Railroad Inc. Commissioner Mendiola seconded and the motion passed unanimously. The Memorandum of Lease will be recorded in the real property records. MCDC will also execute and record a memorandum of lease.

Commissioner Jacobs moved to approve First Amendment to Declaration of Restrictive Covenants Recorded with the Malheur County Clerk as Instrument Number 2021-4833. Commissioner Mendiola seconded and the motion passed unanimously. Article 7 entitled "Performance Time" of the Restrictive Covenants is removed.

Commissioner Mendiola moved to authorize Judge Joyce to sign a Purchase and Sale Agreement (PSA) when it is finalized. Commissioner Jacobs seconded and the motion passed unanimously. (If the PSA is not finalized before the end of 2025 the agreement will be brought to the Court.)

Commissioner Jacobs moved to express appreciation to County staff and the MCDC board and executive director for their efforts

with this project. Commissioner Mendiola seconded and the motion passed unanimously.

AUDIT

Ms. DuBois noted the audit is complete and will be presented to the Court January 14, 2026.

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.

** Intergovernmental Agreement #6944 with Department of Corrections for Measure 57 (M57) funding recorded as instrument # [2025-4086](#). Expires June 30, 2027

MALHEUR COUNTY COURT MINUTES

January 7, 2026

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 Economic and Community Development Coordinator Taylor Rembowski. Administrative Officer Lorinda DuBois was present electronically. 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 # [2026-0063](#)

SUPPLEMENTAL BUDGET RESOLUTION

Commissioner Jacobs moved to approve Supplemental Budget Resolution R26-03: 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 insurance proceeds in the County Fair Fund that were not anticipated when the budget was adopted – these funds are to be used to replace stolen items and repair damages related to a November 2024 theft and vandalism claim. See instrument # [2026-0064](#)

BUDGET TRANSFER RESOLUTION

Commissioner Jacobs moved to approve Resolution R26-02: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Mendiola seconded and the motion passed unanimously. Funds are transferred within various TCATT line-items in the District Attorney's budget. See instrument # [2026-0065](#)

LATCF

Ms. DuBois explained a claim was filed against the County for an alleged slip and fall exiting a shower in the jail. A quote to apply slip resistance outside the shower entries was obtained (approximately \$7,630). Ms. DuBois suggested using LATCF funding for the project, or alternatively, the project could be included in the budget for the next fiscal year. Commissioner Jacobs moved to authorize the use of LATCF funds for the project. Commissioner Mendiola seconded and the motion passed unanimously.

BUDGET OFFICER

Commissioner Jacobs moved to appoint Administrative Officer Lorinda DuBois as Budget Officer for FY 2026-27. Commissioner Mendiola seconded and the motion passed unanimously.

Ms. DuBois left the meeting.

CROSSING PERMITS

Commissioner Jacobs moved to approve Crossing Permit #254-25 to Idaho Power for work on Lincoln Drive #903; Permit #255-25 to Century Link/Crown Utilities for an emergency cable repair on Eureka Avenue #862; Permit #01-26 to Rally Networks for burying of fiber optic communications cable on N Third Street #9281; and Permit #02-26 to Rally Network for burying of fiber optic communications cable on Lytle Boulevard #570. 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 December 17, 2025 as written. Commissioner Jacobs seconded and the motion passed unanimously.

JUSTICE OF THE PEACE PRO TEMPORE

Commissioner Jacobs moved to approve Order GO-01-26 Appointing Justice of the Peace Pro Tempore for Malheur County Justice Court during the 2026 Calendar Year. Commissioner Mendiola seconded and the motion passed unanimously. See instrument # [2026-0066](#)

INVESTING FUNDS

Commissioner Jacobs moved to approve Order GO-02-26: In the Matter of Investing Any Sinking Fund, Bond Fund or Surplus Funds. Commissioner Mendiola seconded and the motion passed unanimously. See instrument # [2026-0067](#)

AUTHORIZATION OF REFUNDS

Commissioner Jacobs moved to approve Resolution R26-01: In the Matter of Authorization of Refunds by Tax Collector. Commissioner Mendiola seconded and the motion passed unanimously. See instrument # [2026-0068](#)

IGA – EXPUNCTION OF JUVENILE RECORDS

Commissioner Jacobs moved to approve Intergovernmental Agreement No. 1555 for Expunction of Juvenile Records with Oregon Youth Authority. Commissioner Mendiola seconded and the motion passed unanimously. Staff in the Juvenile Department will complete the expunction services required under the Agreement. The agreement expires December 31, 2027.

AMENDMENT – IGA #185822

Commissioner Jacobs moved to approve Fifth Amendment to Oregon Health Authority 2025-2027 Intergovernmental Agreement #185822 for the Financing of Public Health Services. Commissioner Mendiola seconded and the motion passed unanimously. The Funding Table for Program Element 12-01: Public Health Emergency Preparedness and Response (PHEP) is changed.

PERS RETIREE EMPLOYMENT AGREEMENTS

Commissioner Jacobs moved to approve Employment of PERS Retiree Employment Agreement with Danny Perkins. Commissioner Mendiola seconded and the motion passed unanimously. The agreement supersedes and replaces employment

agreement recorded as instrument #2025-3867. See instrument # [2026-0069](#)

Commissioner Jacobs moved to approve Employment of PERS Retiree Employment Agreement with Kathy Pozzi. Commissioner Mendiola seconded and the motion passed unanimously. See instrument # [2026-0070](#)

FAIR BOARD

Commissioner Mendiola moved to reappoint Helen Thomas, Maddie Hewitt, Jacqueline Heid and Garrett Chamberlain to the Fair Board. Commissioner Jacobs seconded and the motion passed unanimously. Terms are three years.

Additionally, Fair Board member Leanna Elguezabal recently resigned from the Board.

AOC LEGISLATIVE COMMITTEE

Malheur County does not currently have a voting position on the Association of Oregon Counties (AOC) Legislative Committee. The AOC Constitution and Bylaws allow a county without a member of its governing body on the Legislative Committee to petition the AOC Board of Directors to appoint one of its members to the committee. Commissioner Mendiola offered to serve on the AOC Legislative Committee. Consensus of the Court was to request the AOC Board of Directors appoint Commissioner Mendiola to the AOC Legislative Committee.

CONTRACT WITH GREG WINTEROWD

County Counsel Stephanie Williams requested the Court authorize contracting with Greg Winterowd to assist with updating the Malheur County Code, only as it pertains to the Exclusive Farm Use (EFU) zone. Mr. Winterowd is familiar with the County and has assisted the County with various projects in the past. The Planning Department receives more applications in the EFU zone than any other zone in the County. Mr. Winterowd has submitted a draft contract for the project with a cost of \$50,000. The Planning Department budget includes sufficient funds in the Contracted Services line-item for the project. Commissioner Jacobs moved to enter into a contract with Mr. Winterowd for land planning consulting services to update the County EFU zoning code and authorize Judge Joyce or Ms. Williams to sign the agreement. Commissioner Mendiola seconded and the motion passed unanimously.

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 SPECIAL MEETING MINUTES

Pursuant to Initiative Measure No. 23-64

Meet to Promote Relocating Oregon-Idaho Border Ordinance

January 12, 2026

The Special 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. The Special Meeting was held pursuant to Initiative Measure 23-64 and Malheur County Meet to Promote Relocating Oregon-Idaho Border Ordinance to discuss how to promote the interests of Malheur County in any negotiations regarding the relocation of the Oregon-Idaho border. Members of the media and public had the opportunity to join the meeting electronically or in person. Present in the meeting room were public members Bob Wheatley, Charles "Chuck" Pike, Paul Skeen; and Malheur County Economic and Community Development Coordinator Taylor Rembowski was present for the first 45 minutes of the meeting. Present electronically was Mike McCarter, President of Citizens for Greater Idaho. Notice of the meeting was emailed to the Argus Observer and those who have requested notice, and posted on the Courthouse bulletin board and County website. The meeting was audio recorded. The agenda is recorded as instrument # [2026-0233](#)

Judge Joyce opened the meeting, asked for any comments from the Commissioners – there were none, and called on Mr. McCarter for comments.

Mike McCarter: Good morning, guys. It's been a long time since I've had a chance to visit a little bit with you and sorry, I didn't make the trip across the state to get over to you. You know, Move Oregon's Border and Greater Idaho is moving into its sixth year and we knew from the very beginning it wasn't going to be an easy process, a short process, or something that was going to be accomplished quite fast. So, we're not giving up on it. We are in discussions with several state senators and state representatives to move forward with a request for a task force in the state capitol to bring up a lot of the issues that we feel are important and how things are negatively affecting Eastern Oregon. So, we're not giving up, we just keep moving forward, keep talking to people, keep working at it. As far as rock solid plans, you know, we don't have anything on board yet. Again, a lot of it's in the discussion process. We've reached out to the Trump administration, and to be honest with you, I haven't heard anything back as yet, and we're not sure how the federal government could help us in this situation, but we at least want to make sure that our state representatives and state senators over there on the US side know what's happening here, that they're aware of what's going on, and to open up those communication lines because if we don't sit down and talk about these things nothing's going to happen, nothing's going to get better, nothing's going to stop there, you know, I think the west side flow is just going to continue to run right over the top of us. So that's about all I got as far as updates goes with it. Do you have any questions for me at all by any chance?

Commissioner Jacobs: I don't have any questions, Mike. Would you just give us a brief overview of how this process has to develop through the state to really get any traction to get going.

Mike McCarter: Well of course going back to the very beginning, if a border change was to take place there has to be an agreement between the state of Oregon and the state of Idaho that they agree with adjusting the border, that, once that agreement is done it has to go back to U.S. Congress for approval. And we believe that if that were to happen, because we're looking at a blue state and a red state, if they both agree upon it, it's not really changing anything number wise in the U.S. Congress or the U.S. Senate, it's not adding any more senators or it's probably shifting one Oregon U.S. Representative to the Idaho side. But then it goes back there for approval. But before we can get to that point, discussions need to be opened up between Oregon and Idaho, official discussions.

A few years back, we had a bill passed in the Idaho legislature requesting, asking, opening it up saying, hey, we're willing to talk on it. That met mute rapport from the Oregon Legislature; they weren't even going to talk about it. Several of us have been over to Salem and walked the halls over there and talked to different representatives and senators and we're slowly building some momentum with them. We had, I think, five state representatives and four senators that were on our side wanting to come forward to open discussions. And of course, before anything can happen, we've got to sit down and talk about this. But right now, it is, I guess it's sort of a feeling in the state legislature, if they ignore what we're asking for, it'll just die and go away. Well, it's not dying and going away. And every time a new issue comes up, i.e. like the gas tax or water rights or wolves or whatever else is going on, it adds a little bit of fuel to the fire in this particular situation that we are not being heard, our representatives are not being heard, and there's been no action taking place on almost anything.

If it wasn't for our new representative, or our new senator, out of Wallowa County, there probably wouldn't be anything talked about wolves and the situation that's going on there. Central Oregon right now is being inundated by them. By the way, they're coming through our neighborhoods here. So, it's not just an Eastern Oregon situation right now. So, I think it's important in that the way government is set up, it is supposed to represent the people and give a voice to the people and for the people and by the people. Right now, it doesn't seem to be quite that way in Oregon.

There is an agenda on the west side, which is aimed at making things better for the people that live in the Portland Metro or the Willamette Valley. And yes, that's where a majority of the people are. So that's understandable with it. But at the same time, our legislature needs to listen to and discuss issues from all across the state from one corner to another. So, we're just going to keep working at it there to try to get it opened up. And it may not be a task force, it may just be a hearing, but if that were to happen, that would allow us to speak up and say, well, if you really don't want us and want to do anything with this or work with this or anything like this then let us go, let somebody else, you know, that wants to work with us deal with it. So, we are also in communications with the legislature in Idaho with it, Representative Judy Boyle representative Barbara Ehardt, we have asked, and will probably try to put together a meeting between Oregon and Idaho representatives here this year, if we can do it. It'd

probably be around Baker City or somewhere around there, and we'll let everybody know so that you can come visit, see it, and see what's going on and ask questions.

Commissioner Jacobs: Thank you. That was a good explanation; I appreciate that, thank you.

Mike McCarter: May I add something here? Several of the counties have talked about putting an issue on the ballot to discontinue the mandatory meetings. And back in the very beginning when, in 2000, when we started this process, the only way we could get a vote by the people to find out how people felt in each county was to establish a law, which is the mandatory meeting process that you're working through right now. It has served its purpose. And I know that Harney county passed that measure and discontinued their meetings and you know, the way commissioners meetings are held across this state is that if there's a topic to be brought up it can be brought up in open discussion. It doesn't have to have a mandatory meeting. So, if people want to get together and they want to take and vote, pass a vote to discontinue the situation or, I'm not exactly positive on how the process would go as far as can commissioners bring it forward and discontinue it. I know that I think the commissioners can put it on the ballot, if that's what the people want. But we're not against it at all. We're not in a battle with people across this part of the state at all. We want to, we want to work with them to on it. And so, when we hear objections and, and discourse and disagreements and things like that, that's okay, that's people speaking out. I've got a tough enough skin that I can deal with, you know, those kinds of problems.

The report that came out in the newspaper up in Wallowa County about a fine coming down from the state of Oregon. I think most of you understand how hard it is to work with ORESTAR on campaign financing and things like that. We have reported every friggin penny that's come in and gone out. But in a deep audit, where we were told we were doing everything right, they found something that we weren't doing right. We weren't showing an expense that, you know, that when we have donations that come in through a donation service, they charge you a percentage. We weren't recording that correctly. We were recording it, but just not correctly. So, we got a fine. And I think, you know, that when it comes to ORESTAR things, they're right, we're wrong, and you just fess up and take the payment and pay it. So that's, there was no intent on our part to circumnavigate the Oregon campaign laws at all.

Bob Wheatley: I'm Bob Wheatley from Ontario. My purpose in being here today is to kind of stay in touch with what's going on. I'm really happy that Mike was able to meet with us today. He brought up a couple of things that I really was wanting to have us talk about too. One thing is about these meetings and as he brought up, as Mike said, we've been able to do what was wanted. The purpose of that legislation and that ballot measure was to get us meeting and talking about it and seeing where the people wanted things to go. And we've been through that initial passage. There was a ballot measure not too long ago here which actually would have stopped it from having to be mandatory meetings. And the people actually voted that down, which was nice in some ways, because it shows that there's still a lot of support for the idea of moving the border, but it also, the important thing I think, like Mike said, is that the Greater Oregon, Greater Idaho movement doesn't have anything against that idea that we have to have these mandatory meetings. If I recall properly, and that's one of the things that I wanted to discuss with you today. It seemed like a few meetings back, we had a similar discussion and it seemed like someone had brought up from the group that there might be some ways that the commissioners could address that to where we would still have meetings, but maybe it wouldn't happen before a year or something. Do you guys recall that kind of a conversation or if there was any, if you know of any things that you could do as commissioners that would ease that on you guys.

Judge Joyce: I don't recall it.

Commissioner Jacobs: I don't either. And I don't know that we have that option, you know, as far as, because it was put on the ballot to determine whether or not the constituents wanted to continue to have these or not and they did want to continue to have them. So, I don't know what options we have other than to hold the meetings.

Bob Wheatley: Okay. Well, I was just, we would, you know, we would support you if there was something that you could do to make it easier on you. One of the things that I wanted to talk about today, just, and I kind of wanted this just to be a discussion and anybody that's here in the meeting that has a comment, don't feel bad about raising your hand or whatever, while I'm, just because I'm sitting here, it doesn't mean that I'm the only one that can talk.

Something interesting happened this past week that I wanted to share with you. There is an online, I think it's actually it's on Facebook. There's a group that is called the Ontario grievance and conversation group and people in the Ontario area can go online there on this Facebook account and they can ask questions and some of it's political. A lot of it's just standard things, you know, I need to find a good mechanic, I'm not familiar with the area, it's a communication forum. So, I know it's sometimes difficult for me to keep track of when our meetings are here. And so, I thought, well, maybe that'd be a good place for me to post a little notice, and maybe there were some people out there that would like to attend the meetings, and maybe they're not aware or don't want to. And so, I posted a little meeting and I thought it was pretty innocuous, and I just said, posted it that the next special meeting of the Malheur County Court to discuss moving the border will be Monday, January 12, and listed the time and the place. And I just said, meet me there to show your commitment to the Malheur county commissioners that you want the border moved. And I just thought, you know, I didn't think much about it, pretty innocuous. Well, actually, in the past week, there were 142 comments made based on that period. And some of them I think you can probably, I wanted to share a few things with you, some of them I think you can probably guess what some of the comments were. But there were some really interesting things that came up. And there was one gentleman that posted and he said, trading one set of masters in Salem for another set of masters in Boise solves nothing. It makes an interesting point there. And another fellow said, why stop with just Eastern Oregon? Take the entire state except Portland and Multnomah County. And another fellow said, and I thought this was kind of interesting, may have come from somebody out of the area, but I'm not sure. It says, remember your friends and sympathizers to the south and west. Washington, east of the Cascades, and Nevada, the entire state, except Clark and Washoe counties. Now, there's a great new state to put on the map indeed. And I think we've all realized that there's been, Eastern Oregon are not the only people that

are feeling this kind of attitude from our legislature and from our governor.

Other states are seeing the same thing. Eastern Washington has been compatible with this feeling for a long time. Counties in Northern California have similar ideas and likes and stuff, but I hadn't realized that there were people in Nevada that were looking at this. There have been reports before, and I know Mike has brought this up before, but there are other states too in the Midwest and in the Eastern part of the United States that have similar type of movements. I know there's a movement going on in Indiana and Illinois. Some movements there, in fact, one of the legislatures has introduced legislation that would allow certain counties to move from the one state to the other.

And so, it's not a dead thing, a really great point that I thought brought up that would be important that maybe it'd be something that maybe we can think about broadening these discussions. Talk a little bit about other things that can be done to address the problem that we're all feeling, well, the majority of us are feeling, I probably should state it that way, in Eastern Oregon and I include Central Oregon there as well, but one person brought up and said mail-in voting in Oregon is where your major problem is. The corruption of out-of-state homeless being registered to vote among the university students and foreigners is totally out of hand. Until the mail-in voting stops, Democrats will hold on to their corrupt power over your state. Now, I don't personally totally agree with all of what is stated there. But I think there's a very interesting idea there that maybe should be looked at more than it has been. And just what has been the impact of mail-in voting. And as we know, from reports that we've had from other states, and I know that the U.S. Government is looking at some areas, and certainly in the last election, fraud, voting fraud, was a major topic discussed. But it makes you wonder just how much fraud maybe is there in this mail-in voting. Maybe we need to think about, as a state, going back to actual ballot voting, you show up at the at the polls and place your vote, you have a voter ID, these are all things that have been talked about but we haven't really discussed it in a meaningful way on a local level. Maybe that's something that we could think about doing and would be another reason for us meeting.

Another thing that was brought up that I thought was interesting is someone wrote in, they said, anyone who is interested in learning more about moving the border for a greater Idaho pro or con, and this was part of another discussion that I had placed, and so I made it, I wanted to make people aware that this meeting wasn't just for those who were for moving the border, that this was a place for discussion for those who were for and against it. And I know in previous meetings, we have had members who are on the opposite side of moving the border, and we've had some good discussions. And so, I would like to see us try and get back to more of that type of thing.

One person made this comment, and it says, if it makes you feel any better, the western side of the state constantly calls our side of the state garbage, a drain, and mega cult lovers. And I'm thinking that this person is saying that people on the western side are saying this about Eastern and Central Oregon. And this person goes on to say, they would be happy to see us gone because we are high welfare users and low information voters, so we get no love. Not trying to be inflammatory, but it's not like they want us. I'm always rather shocked by the elitist attitude towards Eastern Oregon, rather than trying to be cooperative and work with us. This is what I think moves the Greater Idaho movement, this attitude right there. Governor Kotek only needs three counties to win. Do you think many feel alienated? If you want changes, you'd better vote. I am not a Trump fan, but I want a governor who at least cares about my side of the state. So, I kind of take from that discussion, little topic there, is that this is a person that isn't really in favor of moving the border, but they certainly feel that the other side of the state is dominating all the discussion. Especially on the legislative level and from the governor's office.

And kind of tied in with that was another comment that really was questioning why we would want to move the border and it says, we in east, referring to us in the eastern side of the state, to say, you get Portland tax dollars why do you need to feel loved. So maybe something to think about.

Another person made a really great comment here. He says, every single state has a divide between the cities and the rural areas. There is no state that has a single sense of unity. But the fact is that the rural areas depend on the cities for business and tax revenue. And the cities depend on the rural areas for agriculture. And the fact also is that it is a mutual toxicity. You hate Portlanders as much as you think they hate you, probably more actually. But I think there's something to think about there. I mean, a lot of the discussions have gotten to the point when we get together and we start looking at this from both sides of the issue, sometimes it can get kind of heated. And this idea of us hating the other side of the state, and they hate us and they want to dominate us, I don't think that's a true statement, but I think it is something that we need to address and talk about. And again, I'm thinking about, are there ways that since we at this point do need to continue to have these mandatory meetings, are there ways that we can expand a little bit the discussions that we have here and find ways that we can address the issues?

One last comment that I'll make here. I get this a lot when I talk to people. This person says regarding this issue, moving the border, it says, this is a project for undereducated and totally illiterate, learn to read and quit wasting people's time. And then it's generally followed up with this other idea is that wouldn't it be easier for people that want what Idaho has to offer to just move to Idaho. And that's one that I really like to talk to people about because yes, for those of us who live in the city whether it be Ontario, Vale, Nyssa, Jordan Valley, wherever it may be, but especially for the more populated areas of Malheur county, yes, that probably would be a lot easier way for us to do it. Just sell our homes, find a similar place on the other side of the border, just move and let it be. But I tell you, one of the main reasons that I got involved in this movement is because of my desire to help our farmers and ranchers. Malheur county, as you guys know very well, is an agricultural-based county. Without our farmers and ranchers, Malheur county probably would fail to exist, at least in its current form. So, yes, in addressing that point, yes, it would be easy for me personally to move across the border. And we all know people in our localities that have done that. We have had in Ontario, I have a lot of friends and even business people that I have dealt with over the years who have done just that. They sold their homes, moved to Idaho, they closed their businesses, reopened their businesses in Idaho. We've had that happen. And what does that really do to us? I know in Ontario, if you talk to our city council people, that really affects the tax base. And it also, you know, both on the personal side and on the business side. As we lose our businesses going to the other side of the border, we're

losing a lot of things. And it's also affecting our businesses who are involved in agriculture. If you think about it, think about how many packing houses, shipping places have moved from Oregon, from Eastern Oregon, or to the Idaho side to conduct their businesses. I don't see that that's going to stop unless we find some ways to address the issues that are affecting them.

Paul Skeen brings up the issue about the death tax and how it harms our people that have large land holdings and this type of thing, how difficult it is to pass that on to their family members and how much of their worth when they die is taken up by the state unless there are some changes there.

A great example of how we the people can have a voice is the recent campaign that occurred in Oregon regarding the gas tax issue, what went on there. And just as a short summarization of that, I know that everybody here knows about that, but maybe some others aren't as familiar with it. But a short history of that, as you well know, in the last legislative session, legislation was proposed, primarily by the Democratic side, to address the issue of the deficit in funding for ODOT. They were, as we understand it, they were not only millions but possibly billions of dollars short in their funding. And it never was addressed as to what the cause of that was, whether it was misuse of funds or whether it was bad planning, whatever. But because of the domination of the Democratic Party, I think the governor thought she had a slam dunk there and was going to raise fees, not only at the gas pump, but on registrations, a number of things, a broad number of things. But there was enough feedback from the whole state, not just Central and Eastern Oregon, but the whole state, that the legislature actually did not pass that legislation. But it didn't stop there. I believe it was in September that the governor, wanting this to be passed, called a special session of the legislature. And I, this is secondhand, but my understanding was is that the Democratic portion of the legislators were basically made to understand that, folks, you're going to be here until you pass this legislation. You've got the votes, get it done. Well, that's when a campaign was started to try and get a voter referendum on this issue. And in order to get it on the ballot, there was a, they needed this, the group that started, they needed a little over 76,000 signatures, valid signatures in order to get it on the ballot for the people to vote on this. They ended up with over 250,000 signatures. And that was within about a six to eight week time period. Because of the delay by the governor in signing the bill that was passed, it left only about six or eight weeks for people who were opposed to it to try and get a referendum on the ballot to allow the voters to vote on it. And it happened. They did it. We did it. I know in Malheur county, we were very active in doing that. But the interesting thing to me, because I was following this really closely and was waiting for us to get a ballot petition that we could even sign, by the time that we got people who would volunteer to work on this and get the ballots or get the measure out there to get signatures on, they already had over 100,000 signatures on the western part of the state for this. So, it showed to me that, you know, maybe we're not as divided as we think we are. We know that that we are, that there's a big division in the legislature. We know that the governor's office has not had a turnover in over forty years and that it you know it's time for some changes but there are ways that maybe we can work together, make some changes, do some of these things. So, I would really enjoy some discussions and some ideas on these things.

The Greater Idaho group recently posted a notice from one of their members with some ideas on things that we can start looking at. There were several ideas that I'd like to just introduce to you and again something for us to think about as a group. It says, first thing is that we need to start where trust already exists, and I think that is right here, because I think everyone that's been at these meetings from the time I've been here, from either side of the issue, even though we don't agree maybe on whether the border should be moved or how it should be done, you know, there's never been any great animosity. We've trusted each other. We've listened to each other's ideas. So maybe since we're going to be having these meetings anyway, maybe we can find some ways to look at this in different ways other than just moving the border. The Greater Idaho Move the Border group, as Mike has stated, is not going to go away, is not going to stop addressing the issue and looking for ways that that might happen, unless all the voters tell us from the 13 counties that have passed that type of measure, unless they tell us they want it to totally go away. But that doesn't mean that we can't, as individuals, come closer together and talk about these things. I was really hoping that Brent Grasty would make it here today because I know Brent, even though he is totally against moving the border, does not think that's a good idea at all, he still realizes that there are a lot of things that we are feeling on this side of the state, as far as not being able to pass legislation that is more friendly, to the people who live in our part of the state. And Brent is a great guy to visit with and talk to. And I'd love to get together with him and other people that have been involved in this whole movement, both sides, and let's talk about things that, rather than going against each other, let's talk about things that we can do, that we can agree on and come together on.

And another idea that was formulated, if we have the trust, which I think we do, we can get better organized locally and be more consistent in our local views, especially regarding the legislature. We can recruit and elect local leaders who will act. Well, that's you guys. We're doing that. And I think if we come up with ideas that, that make sense to you, that would be positive for the whole county and the voters that you represent, there's no doubt in my mind that you would get behind us and help us in getting these ideas to the legislature. Now we need to show up where decisions are made. We need to think about ways that we can get more than four or five of us to this meeting if our objective is to try and have a broader viewpoint and to come to some broader conclusions on areas that we can work together on.

They said try and pass local measures that force attention. Well, we've kind of done that with this this Greater Idaho movement and move the border type thing, but again, I think there are a lot of other issues that we can look at and we can come together in a positive manner.

And the last thing they said is make the case public. And I think that's another area that if we had a stronger group movement here, and if we thought about this as more than just, okay, do we move the border to accomplish what we need to get done or can we work on some other issues like the tax referendum where we can get a majority of people behind or we can actually have issues that affect not only us but other parts of the state. I know there are people who have suggested in the past that there might be other ways to work with the legislature to where maybe there could be when legislation is passed, maybe there could be some ways to where the individual counties maybe could individually vote on whether they feel that they should participate or not. Maybe there's, I don't know what the way is to get there, but it's an idea to address and think about. Maybe there are some ways

that we can find ways to where issues that are more local, the various areas, are there ways that we can address those local issues on a local basis, get the support and find a way for them and then maybe go to the legislature and see if there are ways that the legislature can support us with those needs and wants without having it affect every county and every group in the state. I think that's one point that has been brought up before is that our biggest problem over here is all the legislation that gets passed that meets the needs of those counties on the western side of the state where the issues are totally different and the lifestyle is totally different than what we're facing in Central and Eastern Oregon. And so, if we can find better ways to address those things, we might be really surprised at how much support we would have on the west side of the state on various issues that could address, I think Paul's issue regarding the death tax, I think we'd be surprised on how much support there could be from the whole state addressing that issue. I don't think it's just an Eastern Oregon issue. So, gentlemen, that's really what I wanted to bring forth today. I wanted to see if we could open up the discussion, get your opinions about it, are there ways that we can do some things that would make it easier for you as a commission to address some of these issues. I'm going to stop there and let others comment on, make their comments.

Commissioner Mendiola: I've got a question. Mike, are you still there? Has there been any research on this movement about what it's going to cost Idaho to get this part of Oregon into Idaho?

Mike McCarter: Well, there's been some cost figures, you know, because of well, predominantly because of the debt that Oregon has, you know, it's been figured out, I believe, that Oregon is so far in the hole, it's about \$3,000 per individual is the figure I've heard. And so, you know, there's been all kinds of bantering back and forth between well, how much is it going to cost? You know, Oregon, west side of Oregon sends approximately \$600 per wage earner to Eastern Oregon to subsidize Eastern Oregon. And people think, well, well, now, wait a minute, Oregon would not want to get rid of Eastern Oregon, because they would lose all that revenue that comes from them. It's just the opposite. The money flows west to east on into the counties with it. So, you know, there's a discussion that goes on, well, maybe Oregon will just like to cut their losses and remove Eastern Oregon from the process because they would save billions of dollars that come this way to subsidize. Idaho, of course, you know, you don't want to think about having to pay for Eastern Oregon to come that way. But you know, the figure has come up that the state of Oregon only owns about 3% of Eastern Oregon. A majority of it is federal and private property. So, it's not a state issue where you're acquiring a lot of state property or state equipment. There's been discussions and talks about, well, what about the prisons? What about the colleges and things like that? Well, if you want to get into the weeds and start talking about it, the first step is to start open up the discussion with it. If I were heading a say a task force on this particular issue, I would bring all the parties together and have a basically a huge grease board and just start writing these questions out and dividing them up and coming up with the answers to it in there. But if we're going to talk about buying from one state land from one state to another, then we need to first come to agreement that well, there might be some possibility of negotiations. If you're not going to even consider it, then there's no sense in trying to get into the weeds with it. And I know that citizens want to know certain things, how is, you know, the Oregon health care plan. A lot of people in Eastern Oregon are on the Oregon health care plan. And they don't want to lose that, because that's their health insurance. I understand that, because Idaho does not have a compatible plan like that. They do have a plan for minors, but not for adults with it. You know, that's something that has to be worked out. They talk about, well, Oregon drug laws versus Idaho drug laws. You know it more than I do, when I've sat there at the truck stop and watch people from Idaho come across the border and buy their marijuana and stuff right there, and of course the revenue that comes out of it there, that's another issue that has to be dealt with. Abortion is a big complaint. However, when we talk to the abortion folks and whatnot, most all the abortions in Oregon are done in Portland. That would not change at all. If a person wanted that, that's where they would end up going on it. So I know I went off track on your question about buying property and stuff like that.

Commissioner Mendiola: Do you realize that Idaho's \$150 million in debt right now? That was on the news the other day.

Mike McCarter: I haven't heard that figure to be honest with you.

Commissioner Mendiola: I heard it on Channel 7.

Mike McCarter: Idaho traditionally year after year has a balanced budget.

Commissioner Mendiola: They do, but not this year. They've been cutting taxes too much. That's why they're \$157 million in debt on the budget. I'm more worried about property taxes in Oregon if this happens, going up, just to pay for what we've already got, like roads, bridges, highways.

Mike McCarter: I look at, what's the figure about PERS in Oregon? How far are they in debt?

Commissioner Mendiola: I don't know, I never see it.

Mike McCarter: I've heard figures as large as three billion dollars on it

Commissioner Mendiola: Wouldn't doubt it.

Mike McCarter: but then again, you know that's how rumors get going on and I don't like to talk about things like that, I'd love to have the facts. But if there is going to be a movement of the border and a movement of lands and property and stuff like that first thing you got to do is sit down and talk about it, see whether or not it's even feasible.

Commissioner Mendiola: Thank you.

Mike McCarter: By the way when we're talking about meetings, some of the commissioners' meetings have included or moved Greater Idaho into their regular commissioner meetings and we don't we don't object to that at all and I don't know the legality of. Maybe they've moved their regular meetings on top of Greater Idaho to, you know, I know it's a time-consuming thing for you on it to come in and have a special meeting for something like this. And I, you know, like Bob is saying, we were interested in the topic, but we know that that topic can be brought up in any meeting there. So, I just thought I'd throw that in.

Paul Skeen: Paul Skeen, Nyssa, Oregon, lifetime member of this county, 72 years, even the Judge knows that. Okay Bob said a lot

of good things, Mike said a lot of good things, I hope I don't miss any of this, who was that guy that was sitting there?

Commissioner Mendiola and Commissioner Jacobs: Taylor Rembowski, our Economic Development director.

Paul Skeen: Okay. I told you before, I feel like we're trying to eat the whole elephant at one time. I think we need to take some smaller bites. I hope Mike's listening to this. At one time, they even proposed to do it. So, there are four properties that are on the east side of the Snake River and Big Bend is the largest of it, the rest of them are less than 30 or 40 acres. But I think we need to see if we can even get that done. It should never have been designed like that. And he talked about this a little bit. So let me talk about that a little bit. In Illinois, if you take 150 to 175 mile radius around Chicago and were to take it out of Illinois, it would be a solid red state. Let's go to Nebraska. Omaha. Omaha is the reason that they even have one congressman that is a Democrat. I mean, it's throughout the United States everywhere we go. I got family that lives in Washoe County, Nevada. It's actually fairly conservative, but there's enough people between it and Clark County, Las Vegas, that it's got two senators from the Democratic Party. You guys are all old enough to remember, when I was a young boy, I can remember going with my father when they dedicated Bully Creek Dam. I don't know if you guys remember that, Hatfield came over with it. We had a governor, two senators, all Republican. Now the city of Portland can out-vote the rest of us. So, I guess when you stop and think about all of this, this is a survival for Malheur county. Maybe different than some of the other counties, but I have to compete against people on the Idaho side. I burn about 150,000 gallon of fuel a year. I can't get, and trust me, I think I get a good deal, I can buy 10,000 gallon at a time, for maybe a penny less than the Fruitland Maverick. Are you hearing me? 10,000 gallon. And the only break I get because of all our Oregon taxes is a penny. So, all my friends who farm on the Idaho side are buying for 25 to 30 cents less than what I am. 150,000 times that by 30 cents; it's a cost. It's a cost to me. It's a cost to every farmer. And where do I get my fuel? I get it from Fruitland. Where do I ship my onions? I ship onions to McCain Foods in Fruitland. I ship onions from JPI to Weiser. I ship Golden West on the other side of the river. I do do business with people in Oregon too, but I'm telling you, I've got to compete and make it with all those guys.

Taxes, you're saying that Idaho, I didn't see that, but Idaho is in debt to \$150 million, I think is what you said. I own ground on both sides of the river. I'm telling you, it's cheaper over there than it is here. I know that for a fact. Let's go about the straight line that runs right up from the Nevada border. It runs up and right where it makes the first curve, that's me. Clark Boulevard. And then it runs right on up, makes a wind around Hells Canyon, and then when it hits the Washington border, it's straight to the Canadian border.

It's throughout the United States with these problems. I think there's a chance that maybe Trump will look at this and say, we can't win. I will tell you, I had a son that was at Notre Dame getting his master's degree. Malheur County's right on top of it; they said, you can't vote in Oregon anymore. I said, he's still in school, but so, and now he lives in Idaho, so it doesn't matter anyhow. But they were on top of it that he hadn't lived here for a while. But not all counties are like Malheur County. We're the good guys in the white hats. Or as the Judge, I would say, big hat, not cattle.

Judge Joyce: Perfect.

Paul Skeen: I'm teasing you. I want you to know that I got this from the Speaker of the House in Idaho, Mike Moyle is his name, been a good friend for a long time, he farms in Starr, Idaho. I said, I need to be able to use your name, and this is what he told me: I'm absolutely for it, but I'd sure like to see just the Treasure Valley to begin with. That was his exact words. And I can tell you what they're worried about, Ada county has got people flying in there from

Commissioner Mendiola: everywhere

Paul Skeen: It's starting to become purple. And again, I go back to my taxes are higher, my fuel is higher, the overtime is killing, it's killing us. It is killing us. I'm, I guess I'll tell you this. I'm one of the top sugar beet producers in the Amalgamated Sugar Company. And I'm going to lose \$500 an acre on the best crop I've ever grown. Sugar prices have gone from \$76 in '23; \$52 in '24; \$32 now, and it's not over. Why? Why is this glut? We abide by the rules and didn't overplant. In the Midwest and throughout the United States, they all overplanted. And then our lovely last administration, guess I better leave it like that, they've let so many imports in that sugar prices are at historic lows. Wheat, 1984 prices for me, \$4.52. I looked at it just before I came. If I grow 152 bushel wheat, I lose three to \$400 an acre. I'm telling you, farmers are in trouble. They're not going to break me, I've been at it too long. I've put money away when you're supposed to.

I'm just telling you, we need to look at some of these things. What I'd like, Oregon, to come back to me, if I could speak to the governor, knock off the death tax. That's why all good tax paying people that farm in this valley that have much have moved to Idaho. And I'm in the process of, I'm probably going to end up moving to McCall. And do I want to leave the farm? No. But I can't afford not to. Let me explain to you what it is. In our state tax system, our death tax, I get a million, my wife gets a million. After that, they tax me at 16%. I own a lot of land, guys. Can you imagine how much that is? My kids won't be able to keep the farm. I have to move. It's just a crying shame. Now, Representative Bentz, quite a few years ago, did it, and then Lynn Findley helped with this and they have a, if you're still farming, I don't know the name of it or whatever, if you're still farming, you get to use, they give you a

Commissioner Jacobs: credit

Paul Skeen: a credit, thank you. They give you a credit that can go against the land. You remember when we were kids and you always heard the farmer say, I'm land-rich and cash-poor, well welcome, because I'm having to eat out of my cash to keep this thing going. Onion prices right now, \$5 to \$6 FOB, that's a bag of onions, 50-pound bag of onions. That sounds really good when you stop and think about it. The problem is is that the packers are taking \$5. There's nothing left. I asked one of my major packers, not going to say his name, Oregon packer, I said, am I going to be able to even pay the storage bill on what I got in your storage, because I have my own storages too, you guys know that. He thought I'd be able to pay my storage bill which means zero back to me. So, I bring all this up, so that I wished I could sit down with the governor and say, let us survive. I got to compete against

Idaho. And it's kind of like having a real good looking girl that you're dating on the Idaho side, and maybe not one that's quite, whatever, on the Oregon side, and you start looking and you start seeing, well, there's a lot of difference in each, and that's what's happening right now. The only good thing about it, Idaho has no land use planning laws so they can build wherever they want to build, and they're taking good farm ground, and it's forcing them to have to come more this way. Land prices are at least a third higher on the Idaho side than they are on the Oregon side.

So, I don't know if I covered all the things I wanted to cover. Bob did a great job of talking about it. I don't want to move. I built my wife that house when I was 39 years old, she doesn't want to leave it and we're being forced because I can't afford to give everything that I work for to the state of Oregon, not to the federal government, to the state of Oregon. I need you guys to help with this. I really would like to see us come back and say, let's try just the eastern part of land on the eastern side of the Snake River. Let's try that and see if we can get that done. And again, I'm telling you, Mike Moyle said, I am 100% behind you. But he too is worried about how are you going to handle the whole state? Let's take a few steps at a time. You got any questions for me?

Commissioner Jacobs: You did mention the overtime. Can you explain how that is different here in Oregon than it is in Idaho?

Paul Skeen: They have no overtime in Idaho on the farms.

Commissioner Jacobs: And there's also a fee for your labor that you pay, you have to pay that is higher than it is in Idaho. What do you call that? H-2A?

Paul Skeen: Yeah, my H-2A workers, last year we paid just shy of \$20. And Idaho was, without getting me in too much trouble, 15 to \$16, I believe. Now, Oregon did come down for the first time in the history of my 52 years. I'm starting my 53rd year. I've almost been farming as long he's been the judge.

laughter

Commissioner Mendiola: I will comment a little bit, Paul. When I first heard about the moving the border, I was for the part of Oregon that's in the Idaho time zone. And when they started getting all these other guys involved, I could see it just going right down the toilet. Because there's just too many variables involved than just the Malheur county part that's in the time zone.

Paul Skeen: Although I will tell you, Jim, we have to play over in Coos Bay. They pick the furthest place that you can in the state of Oregon for Vale and Nyssa to go play. And as you drive through the back roads to get there, they're republicans

Commissioner Mendiola: oh yeah I'm not saying they're not but northern California's got the same problem, northern Nevada's got the same problem, eastern Idaho's got the same problem. They're not happy with what's going on in Boise so

Paul Skeen: no you're right, no you're absolutely right

Commissioner Mendiola: it goes right back to Illinois and Indiana I mean it's just two different worlds between the rural and the urban

Paul Skeen: well when you watch after the election and you look at the counties,

Commissioner Mendiola: a lot of red out there

Paul Skeen: boy, there's a lot of red out there. I will tell you, because I think this is pertinent to that. They dropped us, I don't remember the percentage, but the H-2A for the first time in ever, they actually dropped it down. I think it's almost \$2. Now, as I discuss that with my sons, I say, how do we do that? I had to pay them more than what I should have been paying them to begin with. In Idaho, this is probably pertinent to you, my H-2A workers were making as much as tractor drivers on the Idaho side and mine only irrigate. So, there's a discrepancy. I mean, we pay more for everything. And the amount of crap that they make us do; my wife's a full-time secretary to a minimal size, we only farm 1,500 acres. And she's at it this morning doing W-2s. So, I need you guys to help us.

Can I pick on you a little bit?

Commissioner Mendiola: That's what were here for.

Paul Skeen: I'm really thankful that we're getting something done with the, I guess what I call, I don't even know what I want to call it, so I'm going to back up, the transload facility. But I don't hear anything from you guys. It's always him in the paper, you guys need to speak up. I mean that. I don't hear from you guys it's always him and people wonder, well is there a split? You guys need to speak up. You need to help us. This thing's been a debacle from day one; I feel so bad for you guys. We got caught in rampant inflation that killed the whole thing. That's just me speaking from the, and I'm friends with every one of you so I got to be careful what I say, but we need your help.

There's going to be some people, and you know who I worry about losing out? Young farmers that have never seen prices like this. I mean, land prices have quadrupled in 20 years. And that's not a good thing for me. I have written in my will; it could probably bust; they can never sell my ground. My kids can never sell the ground. Whether we can make that stick or not. The attorneys say I can't. But you know, we've been here, my family came in 1945. And I'm meeting with the president of Amalgamated Sugar Company at 12:30. My dad started growing sugar beets in 1933 and my grandfather on my mother's side was, we've been growing sugar beets for a long long time and it's a travesty what's happening to the producers nationwide, but especially here.

Judge Joyce: Can you get the fix on the imports?

Paul Skeen: The reason that I'm meeting with this guy is to get him to go back to Washington, D.C. He's the largest sugar factory in the nation, Amalgamated Sugar Company. We don't own it by acres, but we own it by tonnage. If you follow what I'm saying. And he needs to be able to get back to Secretary Rollins. We got to shut imports off to zero.

Commissioner Mendiola: Imports from Mexico? Where's the imports coming from?

Paul Skeen: Mexico, Cuba. Let me tell you how they do that. They ship it. We don't take stuff from Cuba, so they send it to Mexico. We don't take stuff from Venezuela

Judge Joyce: goes to Mexico

Paul Skeen: we got to stop it all. Man you guys are hearing the, I'm dumping the whole load of gravel on top of it, can you survive with a whole load of gravel

Commissioner Mendiola: I've been there before

Paul Skeen: I'm telling you that it isn't, it's all cane sugar that's coming in, there's no sugar beet sugar that coming in, I don't believe. There's a little tiny processor in Calgary, or just outside of Calgary. And it's a banana belt. They grow sweet corn, they got three, Simplot, Lamb Weston, and McCain's are all up there on potatoes. The American farmer always seems to get the government to use us as a whipping stick. And when I was telling you about the onion deal, so the shipper, he's not losing any money, he's getting his packing and the growers get nothing. That doesn't work for very long. I'm telling you, I'm telling you that we're on the cusp of seeing some major changes. Again, it's not going to be a people that's our age, but these young people that haven't seen what it's like to not have prices go up or not make any money. Cattle, we're probably pretty good in Malheur county with cattle.

Judge Joyce: What goes up comes down.

Paul Skeen: What goes up comes down. And as Doug Maag told me a couple of days ago, oh, everything I'm buying right now is real high.

Judge Joyce: Oh boy. Super high.

Paul Skeen: Any other questions? I appreciate everything you do. I picked on you guys a little bit because you need to work as a unit, in my opinion.

Judge Joyce: And you don't know that we don't.

Paul Skeen: I don't know that you don't, but in the paper, you only see him. You guys need to be standing behind.

Judge Joyce: We each have one vote and it's unanimous.

Paul Skeen: Tell that to the paper.

Judge Joyce: They know the rules. And they take us to court on it too.

Paul Skeen: He doesn't like what I'm telling him.

Commissioner Mendiola: Ron's taking the lead off that whole thing. We're just making sure we're following him. We're 110% behind him. We're just not in the limelight like they're trying to make Ron.

Judge Joyce: Yes

Paul Skeen: All I'm saying is, you just see one, not the three.

Judge Joyce: This is the first time you've asked.

Paul Skeen: Oh, I've wanted to ask for a long time. Last year, I wasn't here for a while because I went through some health issues. But I think I'm doing better. I don't remember stuff for a while.

Judge Joyce: You're doing really well today.

Paul Skeen: Brother Pike, I didn't recognize him. My fault. Okay. Again, I appreciate everything you're doing. I hope Mike's heard all of this. I think we got to chase this cat a little different way. And I think they originally talked about doing that eastern, the eastern land on the east side of the Snake River. I mean, why that was never done right to begin with. They just drew the straight line, and then at me, they decided to make the curves.

Judge Joyce: That's before you got there.

Paul Skeen: It was before I got there. You are absolutely right, Judge. Any comments from you guys?

Unknown: No, but sure appreciate you.

Charles Pike: Yes, you being a farmer you feed us, we recognize that. I'm wondering, the only question I have is our government now is Donald Trump (inaudible) I'm wondering if that's helping you any?

Paul Skeen: The government handout?

Charles Pike: No. the government is changing some way, the Venezuelan thing and stuff like this, is he going to help you? The President?

Paul Skeen: I don't know. This government bailout, the \$11 billion bailout. I will get, I even looked it up, it's \$39 an acre and I grow six different crops and the only crop that it works on is wheat, so I'm going to get \$6,000. I don't think that's going to bridge much. I don't want any welfare from the government. I want to just be able to compete. And we can compete against anybody. Bananas, yeah, they've got to bring them in. Avocados, yeah, they've got to bring them in. What else is out there that they have to bring in?

Commissioner Mendiola: Coffee beans.

Paul Skeen: Coffee, you're right. Although there's a big one in Kauai, pretty good size, it's the largest one in the United States, but it's probably the only one. Thank you.

Mike McCarter: I appreciate the comments I'm listening to here. I just looked up the financial situation of Idaho. Not that I

disagree with the figures that we're talking about, but, and if we can believe what you see on the internet. In June 30th of 2025, Idaho had a surplus of \$345 million. In looking forward into the current fiscal year, they project a deficit of \$58 million. And then into fiscal year 2027, \$600 million deficit. So, they're having their issues over on that side of the border to with it. They tend to blame tax cuts and federal tax conformity. However that, whatever they figure that out, anyway, they're fighting some physical cash issues too so it's not just on our side of the hill. So, I wanted to make sure that was clear.

There were no further comments from the meeting participants. Judge Joyce thanked those present for attending.

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

MALHEUR COUNTY COURT MINUTES

January 14, 2026

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, Malheur Education Service District Superintendent Mark Redmond, and Vale School District Superintendent Alicia McBride. 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 # [2026-0259](#)

AUDIT

John Russell of Zwygart John & Associates, Certified Public Accountants, met with the Court and reviewed the County's Fiscal Year 2024-2025 Audit. Zwygart John & Associates audited the modified cash basis financial statements of the government activities, the business-type activities, each major fund, and the aggregate remaining fund information of Malheur County for the year ended June 30, 2025, and the related notes to the financial statements. The CVSO Expansion Fund had a deficit fund balance as of June 30, 2025 (due to the timing of when the State funds are received by the County); and the County had one budget increase over 10% with no public hearing. PILT is no longer included on the schedule of expenditures of federal awards as those funds are not subject to a Single Audit. The audit will be placed on the County website and is recorded as instrument # [2026-0260](#)

UPDATE ON SCHOOL ATTENDANCE

Malheur Education Service District (ESD) Superintendent Mark Redmond and Vale School District Superintendent Alisha McBride met with the Court and provided an update on school attendance. Mr. Redmond shared a report created by the State regarding attendance data for students in the Malheur ESD region. Out of 19 ESD regions in the state, the Malheur ESD region had the best attendance. The data shows there has been an increase in attendance rates in multiple school districts in the county; there are a number of factors that can be contributed to the increased attendance including school teachers, principals, and superintendents; community partners; students and parents; and the countywide truancy ordinance.

Ms. McBride shared a report created by an outside party who is analyzing school attendance data throughout the state of Oregon. The report provides an analysis of current year data and trends over time. From the 2022-23 school year to the 2024-25 school year, as a district, Vale School District has increased from 72% regular attendance to 86% regular attendance. The state average is 67%. Based on this independent analysis, Vale School District is the 7th highest attending school district in the state of Oregon. Across the districts in Malheur county there is a culture of attending school regularly.

See instrument # [2026-0268](#) for the written reports shared by Mr. Redmond and Ms. McBride.

PLANNING COMMISSION MEMBERSHIP

Planning Manager Kelsie Haueter met with the Court and presented names of persons interested in serving on the County Planning Commission. Commissioner Jacobs moved to appoint Jodi Westerberg, Dinah Lord, and Jeremiah Strohmeier to the Malheur County Planning Commission. Commissioner Mendiola seconded and the motion passed unanimously. (These three individuals fill the positions previously held by Kathy Clarich, Teresa Ballard and John Faw.)

COURT MINUTES

Commissioner Mendiola moved to approve Court Minutes of January 7, 2026 as written. Commissioner Jacobs seconded and the motion passed unanimously.

APPROVAL OF AUDIT

Commissioner Jacobs moved to approve the County's audit for the year ended June 30, 2025. Commissioner Mendiola seconded and the motion passed unanimously. Commissioner Jacobs expressed appreciation to Ms. DuBois for her efforts with the audit and County budget.

COMMUNITY MENTAL HEALTH PROGRAMS IGA

Commissioner Jacobs moved to approve 2026-2027 Intergovernmental Agreement (IGA) for the Financing of Community Mental Health Programs with Oregon Health Authority, Agreement #44300-00054296. Commissioner Mendiola seconded and the motion passed unanimously. A contract will be drafted with Lifeways Inc. for operation of the Community Mental Health Program (CMHP). The term of the IGA is January 1, 2026 – June 30, 2027. See instrument # [2026-0261](#) for IGA #44300-00054296

The County's 2026-2027 Local Plan and Budget approved by OHA and referenced in IGA #44300-00054296 is recorded as instrument # [2026-0262](#)

BULLY CREEK PARK CAMPING FEES

Commissioner Jacobs discussed potentially increasing fees at Bully Creek Park campground; fees have not been increased in many years. Staff did a comparison of rates for other campgrounds in the area. There is also the potential to offer internet in the campground. Consensus was for Commissioner Jacobs to work with staff to develop a proposed fee schedule for the 2026 park season. An opportunity for the public to comment on the proposed fees will be scheduled after the fee schedule is developed.

ROAD ACCEPTANCE

Commissioner Mendiola moved to accept road dedication of a portion of Fawn Road and a portion of Ridgeview Road on Chase

and Madison Hansen's Partition Plat. (Michael Pendergrass Border Region Housing (BRH) action) See instrument # **** for the Partition Plat and instrument # [2026-0269](#) for the written statement prepared by County Surveyor Derrick McKrola.

ADDENDUM – LEASE & OPERATING AGREEMENT

County Counsel Stephanie Williams requested authorization for Judge Joyce to sign an addendum to the Lease and Operating Agreement between Wyoming Colorado Railroad, Malheur County Development Corporation (MCDC) and Malheur County. The addendum is needed to provide clarification on disbursement of funds at closing (\$100,000 deposit currently held in escrow). Commissioner Jacobs moved to authorize Judge Joyce to sign an addendum to the Lease and Operating Agreement between Wyoming Colorado Railroad, Malheur County Development Corporation and Malheur County. Commissioner Mendiola seconded and the motion passed unanimously.

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.