

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



**COUNCIL MEETING AGENDA  
CITY COUNCIL – CITY OF ONTARIO OREGON  
WEDNESDAY, JUNE 10, 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 June 3, 2026. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website at [www.ontariooregon.org](http://www.ontariooregon.org).

**3) MOTION TO ADOPT THE AGENDA**

**4) PUBLIC HEARING**

A) Presentation: Proposed Code Amendments

**5) DEFER TO PLANNING COMMISSION**

**6) ADJOURN**



**AGENDA REPORT  
PUBLIC HEARING  
June 10, 2026**

To: Mayor and City Council  
FROM: Tatiana Burgess, Planning Director  
THROUGH: Danny K. Cummings, City Manager  
**SUBJECT: PRESENTATION: PROPOSED CODE AMENDMENTS**  
DATE: June 1, 2026

---

**PROPOSED MOTION:**

**NOT AN ACTIONABLE ITEM.**

**SUMMARY:**

Presentation of anticipated changes to the City of Ontario's land use development code.

**BACKGROUND:**

On October 2, 2025, the Department of Land Conservation and Development (DLCD) awarded City of Ontario a Housing Planning Assistance grant for the 2025-2027 biennium. The grant agreement close date is June 19, 2027. The grant was intended to fund the conforming of the development code to the required state legislative amendments passed in the last few years. The grant agreement was executed between the City of Ontario and DLCD on March 19, 2026. The City of Ontario has then entered an agreement with Winterowd & Brooks, LLC (the 'consultant'), to retain their consulting services to perform a full code audit and develop the required code changes.

A notice of public hearing was published in the Argus Observer on May 20, 2026.

**CURRENT SITUATION:**

Staff has been meeting with Winterowd & Brooks, LLC, on a monthly basis to discuss the project, assist with code audit and work on drafting the code updates. Following the joint work session and collecting feedback from the Planning Commission, City Council, and members of the public, the consultant will prepare a final draft, that will be presented to the Planning Commission and then to the City Council, during their respective public hearings. The consultant anticipates completing the project by the end of the calendar year of 2026.

**ANALYSIS:**

- A. **STRATEGIC PLAN** Conforming the development code is critical to ensure legislative compliance, as well as expedite the housing development process.
- B. **FINANCIAL** DLCD has awarded City of Ontario the grant in the amount of \$69,500, which will pay for the consultant's services. Additionally, the Planning Director has allocated staff time for this project.
- C. **TIMING** To comply with the grant requirements, the project has to be completed by June, 19, 2027; therefore it is critical to assist in expediting the process.
- D. **POLICY/LLEGAL** City of Ontario is required to abide by state legislation, by adopting local code amendments, or adopting state codes by reference.

**ALTERNATIVES:**

Non-compliance with the grant timeline requirements can result in financial repercussions.

**RECOMMENDATION:**

Staff recommends providing feedback and suggestions to the consultant to support a productive and engaged discussion.

**ATTACHMENTS:**

- 1. Code Update Joint Work Session Packet 6.1
- 2. Affidavit of Publication
- 3. DLCD Grant Award Letter
- 4. Grant Executed Agreement DLCD\_City of Ontario
- 5. Executed Agreement Winterowd\_City of Ontario



# MEMORANDUM

To: Ontario City Council and Planning Commission  
From: Grace Coffey, AICP, and Greg Winterowd  
Date: June 1, 2026  
Re: Ontario Development Code Updates - Summary Table

---

This memorandum and attached table outlines anticipated changes to the City of Ontario's land use development code. Funded by a grant from the Department of Land Conservation and Development (DLCD), Winterbrook Planning has been working with city staff to draft updates to streamline the development code and comply with state law. Recent legislative changes primarily focus on increased middle housing allowances, removing barriers to housing development, and streamlining associated review processes. The audit was commissioned to identify gaps, inconsistencies, and areas requiring corrective changes to the Ontario development code to ensure the City remains in compliance with state regulations while also promoting the development of needed housing in Ontario. The upcoming work session on June 10<sup>th</sup> will provide the City Council and Planning Commission an opportunity to review suggested code amendments and provide input on key policy decisions related to several code items.

Summaries of the draft code updates are presented in the attached table, which identifies 9 topic areas, includes topic descriptions, and proposes potential actions to remedy the issue. We will present an overview of the proposed updates in the work session. Many changes will require straightforward updates to the code to comply with state regulations or streamline code language or organization, while others require policy input and direction.

We will be looking for the City Council and Planning Commission's particular review and input on the following items:

- Conditional Use Housing (Item # 8)
- Landscaping Standards (Item #9)

Additionally, we can discuss any other questions or concerns related to other code audit topics. We appreciate your review and the opportunity to discuss the proposed code changes at the Joint Work Session.

We will integrate the feedback from the Work Session into the final proposed code update, which will require legislative amendment with public hearings before the Planning Commission and City Council, anticipated in late summer, 2026.

Topic # and Name	State Standard	Local Code Reference	Description	Suggested Action(s)
1. Administrative Processes	ORS 197.015 ORS 197.195 ORS 197A.146	10A-03-117 - LAND USE DECISION 10B-01-05 - TYPES OF ACTION IDENTIFIED 10B-01-25 - AUTHORITY FOR QUASI-JUDICIAL AND ADMINISTRATIVE REVIEW ACTIONS 10B-55-45 - APPROVAL OF THE FINAL PLAT 10B-02-40 - APPLICATION FEES.	The list of non-discretionary applications to which a limited land use decision (LLUD) process or administrative process (notice, but no hearings) has been expanded. This includes: replats, property line adjustments, discretionary review for permitted uses, tentative subdivision plans, and certain nonconforming uses (extension, alteration, or expansion). Relates to 10A-03-117 - LAND USE DECISION definition. See also 10B-01-05 - TYPES OF ACTION IDENTIFIED. 10B-01-25 - AUTHORITY FOR QUASI-JUDICIAL AND ADMINISTRATIVE REVIEW ACTIONS. Many limited land use applications are considered Quasi-judicial in Ontario. Currently, the code requires Hearings Officer review for many land use decisions, however, the hearings officer is the Planning Official. Currently, final plats involving dedication of streets must be approved by the City Council. Starting on July 1, 2026, ORS 197A.146 includes an expedited process for residential development applications (zone changes, PUDs, residential variances), this process includes no hearing, notice to property owners within 100 feet, and limited appeal opportunities. Its uncommon for application fees to be integrated into Zoning Code. The fees are also quite low in comparison in other Oregon.	Update code to make partitions, subdivisions, NCUs, permitted uses as administrative (limited land use) decisions. Clarify when a decision should be reviewed by the city staff or a review body. Remove requirement for adoption of dedications by the city council. Remove requirement for final plat approval for land divisions involving creation of streets to be approved in a public hearing by the City Council. Review if this is specified by the City Charter.  Detail and include expedited process for certain residential applications. Ensure procedures for residential application follow ORS 197A.400 requirements. Remove fees from the zoning code, review if there is a desire to capture more of the cost of review.
2. Middle Housing Land Divisions (MHL D)	ORS 92.031-044 ORS 197A.140-420 ORS 227.178	New Chapter: CHAPTER 10C-05 MIDDLE HOUSING LAND DIVISIONS	ORS 92.031 requires that MHL Ds be allowed on lots or parcels where middle housing is allowed under ORS 197A.420(2) or (3) as of June, 2025. Ontario is subject to this rule (ORS 197A.420(3)) and thus must allow MHL Ds. These land divisions have an expedited process with different noticing requirements and appeals process (197A.140). Amended language also makes MHL Ds eligible for concurrent review with a tentative subdivision plan.	Adopt model code for Middle Housing Land Divisions by reference.
3. Single Room Occupancies (SRO's)	ORS 197A.430	10A-03 DEFINITIONS 10A-11, 13,17,19,27,57-05 PRINCIPAL PERMITTED USE. 10A-57-75 PARKING SPACES REQUIRED, GROUP A USES.	ORS 197A.430 stipulates SRO's need to be allowed, up to 6 units on each lot zoned to allow single family. Ontario's Development Code currently does not allow or define SRO's. These must not be subject to typical density limitations. Allow SROs in all residential zones that allow detached single-unit dwellings. Currently, SRO's need to require up to 6 units on each lot zoned for single-unit detached housing (R-1) or up to three times the number of units allowed by maximum density standards of a lot or parcel zoned to allow residential development of five or more units (R-2 and R-11).	Allow SROs in all residential zones, replace "rooming house". Up to 6 units on each lot zoned for single family detached housing, and three times the density allowed by higher-density zones. Add parking standards. Adopt definition of SRO Per ORS 197A.430 (1) As.used.in.this.section?>single.room.occupancy<.means.a.residential.development.with.no.fewer.than.four.attached.or.detached.units.that.are.independently.rented.and.lockable.and.provide.living.and.sleeping.space.for.the.exclusive.use.of.an.occupant?but.require.that.the.occupant.share.sanitary.or.food.preparation.facilities.with.other.units.in.the.occupancy.

4. Duplexes	OAR 660-046-100	10A-52-10 PRINCIPAL USES.	Ontario is considered a "Medium City" and must conform with the standards of OAR 660-046-100 to OAR 660-046-130, as applicable. Generally, these stipulate that duplexes must be allowed without greater restrictions of single-unit housing. The names of the zones are no longer accurate, as duplexes need to be allowed in all residential zones.	Allow duplexes in the Urban Growth Area. Remove Duplex as Conditional Use. Consider allowing an ADU in addition to a Duplex in the RS-50 and RD-40 zones. Note that future statutes will require allowance of an affordable or accessible "bonus unit".
5. Child Care Facilities	ORS 329A.440 ORS 197.671	10A-03- DEFINITIONS 10A-57-80 - PARKING SPACES REQUIRED, GROUP B USES	Family Child Care homes as defined in ORS 329A.440 should be a permitted use in all residential, commercial, and industrial zones. Family child care homes (for less than 16 children) should be permitted in all lands that permit single family homes. These cannot have more restrictive regulations than those imposed on other residential dwellings in same zone, including parking.  HB 3560 changed zoning requirements to allow child care centers (for more than 16 children) as an outright use on land zoned for densities of more than 12 dwelling units per acre, in commercial and industrial zones , as well as collocated with institutional uses such as religious assemblies, schools, libraries, or civic centers in any residential zones.  Child care centers are a permitted use in zones for multi-unit residential that allow 12 units per net residential acre within a UGB outside of Metro, when co-located within other residential zones, or in commercial or industrial zones (not heavy industrial). Currently, the Ontario code refers to child care facilities with 13 or more, or 13 or less children. These are allowed in RS-50, RD-40 as "family day-care provider".	Update Definitions section to align with state law, update terminology of "Day care center, Day care facility, day care provider" to align with state definitions (Family Child Care Home, Child Care Center. Revise respective code sections as applicable. Ensure parking minimums align with state requirements.
6. Dwelling Unit Terminology	ORS 197A.430 ORS197A.400	10A-03- DEFINITIONS	Replace "family" with "unit". Update definitions of Dwelling to be clear and objective. These include problematic "family" and outdated dwelling Types. Update single family dwelling definition to be clear and objective, currently reads: A residential building designed for and occupied by not more than one family and surrounded by open space or yards and having no roof, wall or floor in common with any other dwelling unit.  Current residential zones include SD-50 Single Family Residential, RD-40 Duplex Residence Zone, and RM-10 High Density, Multiple-Family Residential Zone	Update Dwelling unit definition to be clear and objective. Incorporate dwelling types into definition based on model code. Remove "family definition". Revise zone names to Low-Density Residential, Medium-Density Residential, and High-Density Residential.

7. Manufactured Homes and Dwelling Parks	<p>ORS 197.478  ORS 446.003  ORS 197A.436  ORS 197A.431  OAR 918-600-0005</p>	<p>10A-25-02 - MANUFACTURED HOME PLACEMENT STANDARDS.  10A-03-134.1 - MANUFACTURED DWELLING  10A-03-138 - MODULAR HOUSING OR BUILDING  10A-11-05- PRINCIPAL PERMITTED USE  10A-19 - R-MH, MANUFACTURED HOME RESIDENCE ZONE,  10A-03-134.5 - MANUFACTURED DWELLING PARK.</p>	<p>Local governments cannot require any standards for manufactured home or prefabricated structure that would not apply to a site-built home of the same housing type on the same land, unless to certify the exterior thermal envelope has performance standards equivalent to a site-built single-unit dwelling under ORS 455.10.</p> <p>Section 10A-25-02 - MANUFACTURED HOME PLACEMENT STANDARDS has placement standards for manufactured homes outside manufactured or mobile home parks. This has design standards, size standards, requires a carport or garages.</p> <p>The Ontario code includes definitions of Manufactured Dwelling, and Modular Housing or Building.</p> <p>The RS-50 zone includes references to manufactured home subject to design standards.</p> <p>ORS 197A.436 stipulates manufactured dwelling parks should be allowed in areas planned and zoned for a residential density of six to 12 units per acre sufficient to accommodate the need established pursuant to subsections (2) and (3) of this section.</p> <p>CHAPTER 10A-19 - R-MH, MANUFACTURED HOME RESIDENCE ZONE  Includes references to space limits for parks, etc. that should meet Oregon Administrative Rules Chapter 814, Division 28, this appears to be the incorrect citation.</p> <p>The definition of Manufactured Dwelling Park includes outdated references.</p>	<p>Review definition of 10A-03-134.1 - MANUFACTURED DWELLING and potentially remove definition: 10A-03-138 - MODULAR HOUSING OR BUILDING.</p> <p>Revise Section 10A-25-02 - MANUFACTURED HOME PLACEMENT STANDARDS, potentially incorporate thermal standards into definition or revise standards to include.</p> <p>Remove reference to manufactured home subject to design standards in RS-50, RD-40 zones.</p> <p>Remove outdated reference to 10A-21 in 10A-52-10. Allow manufactured dwelling parks in the RD-40, RM-10 Zone, C-2 Zone and potentially other zones.</p> <p>Revise references to Oregon Administrative Rules Chapter 814, Division 28 for correct citation, it should be Chapter 918, division 600.</p> <p>Ensure definition is compliant with the OAR.</p>
8. Conditional Use Housing	<p>ORS 197A.400</p>	<p>10A-31-10 - CONDITIONAL USES  10A-13-11 RD-40 DUPLEX RESIDENCE ZONE</p>	<p>The Heavy Commercial Zone allows "Multi-family dwellings and dwellings above ground-floor of non-residential uses ("vertical mixed use") and on the bottom floor of any structure ("live/work units")" as conditional uses.</p> <p>Conditional use is not a clear and objective review.</p> <p>The RD-40 zone allows "Up to two additional multiple-family dwellings containing not more than four dwelling units on a lot or parcel" as conditional uses, not allowed under clear and objective rules.</p>	<p>Either allow live work units and above-commercial residential as a permitted use or a prohibited use in the C-2 Zone.</p> <p>Permit or remove fourplexes in the RD-40 zone.</p>
9. Landscaping	<p>ORS 197A.400</p>	<p>10A-57-40 - LANDSCAPING REQUIRED.</p>	<p>Landscaping applies to all residential development (6% required for all lots). Performance standards are not clear and objective. EG. "green and growing".</p>	<p>Either exempt residential development from landscaping, revise the standards to be clear and objective, or overhaul the section and add new clear and objective standards.</p>

**AFFIDAVIT OF PUBLICATION**

State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Argus Observer, a newspaper of general circulation as defined by ORS 193.010 printed and published in the City of Ontario, County of Malheur, State of Oregon, and that this affidavit is Page 1 of 1.

LEGAL #AOB001410  
PC/City Council Work Session

was printed and published correctly in the regular and entire issue of said The Argus Observer for 1 issues, that the first was made on the May. 20, 2026 and last publication thereof was made on the May. 20, 2026 that said publication was made on each of the following dates, to wit:

May. 20, 2026

Request of  
Tatiana Burgess  
458 SW 3rd St,  
Ontario, OR, 97914  
By The Argus Observer

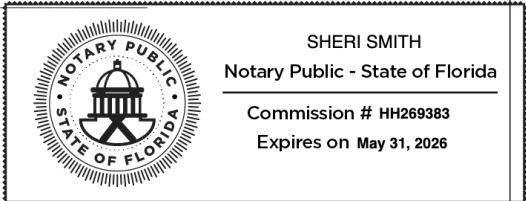
**NOTICE ID:** gFdM8yBSfdGFImNPnZIQ  
**PUBLISHER ID:** AOB001410  
**NOTICE NAME:** PC/City Council Work Session  
**Publication Fee:** \$52.90

*Anjana Bhadoriya*

(Signed) \_\_\_\_\_

**VERIFICATION**

State of Florida  
County of Broward



Subscribed in my presence and sworn to before me on this: 05/20/2026

*S. Smith*

Notary Public  
Notarized remotely online using communication technology via Proof.

**PUBLIC MEETING for a Joint Work Session**

City of Ontario Planning Commission will meet with the City Council at 6:00 p.m. on Wednesday, June 10, 2026, in the City Council Chambers at Ontario City Hall, 444 SW 4th Street, Ontario, Oregon for a joint work session, on the following matter:

**DEVELOPMENT CODE AMENDMENTS:**

Discussion regarding the implementation of required City development code amendments, to conform with State statutes. No decision will be made during this work session.

Comments on this matter may be submitted in writing to the Planning and Zoning Director at the Ontario Community Development Center at 458 SW 3rd St. by 5:00 P.M. on the date of the work session. Written or oral testimony may be given at the meeting. Failure to raise an issue in person or in writing at the meeting with sufficient specificity to allow the decision maker an opportunity to respond to the issue precludes appeal to the Land Conservation and Development Commission.

Inquiries may be directed to: Tatiana Burgess, Planning Director, 458 SW 3rd Street, Ontario, OR, 97914, or by phone at (541) 881-3222.

**Legal Number**  
**AOB001410**  
**May 20, 2026**



# Oregon

Tina Kotek, Governor

## Department of Land Conservation & Development

Housing Accountability & Production Office

635 Capitol Street NE, Suite 150

Salem, Oregon 97301-2540

Phone: 503-373-0050

Fax: 503-378-5518

[www.oregon.gov/LCD](http://www.oregon.gov/LCD)

October 2, 2025

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



SENT VIA E-MAIL

**RE: Notice of HAPO Housing Planning Assistance Grant Award**

Dear Tatiana Burgess:

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

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

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

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

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

*HAPO is a joint office between the Department of Land Conservation and Development and the Department of Consumer Business Services, Building Codes Division.*

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Madsen', is positioned above a solid black horizontal line.

Joel Madsen  
Manager, Housing Accountability and Production Office

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

**OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT**  
**HOUSING PLANNING ASSISTANCE**  
**GRANT AGREEMENT**

Project Name: City of Ontario Conforming Development Code Amendments

Grant Number: HA-27-023

This Grant (“Grant”), dated as of the date the Grant is fully executed, is made by the State of Oregon, acting by and through its Department of Land Conservation and Development (“DLCD”), and City of Ontario (“Recipient” or “Grantee”) for the project referred to above and described in Exhibit A (“Project”). This Grant becomes effective only when fully signed and approved as required by applicable law (“Effective Date”).

This Grant includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	Contact Information and Project Description
Exhibit B	Project Budget
Exhibit C	Project Requirements
Exhibit D	Geographic Information System and Data File Requirements

**SECTION 1 - LEGAL BASIS FOR AWARD; PURPOSE**

Pursuant to Oregon Revised Statutes (“ORS”) 197A.030, DLCD is authorized to provide grants to local governments to enable them to implement the provisions of ORS chapter 197A. Pursuant to ORS 197.045 and Senate Bill (“SB”) 1537 (2024), Oregon Laws 2024, Chapter 110, DLCD’s Housing Accountability and Production Office (“HAPO”) is authorized to award grants and enter into grant agreements to assist local governments to enable them to comply with housing laws; reduce permitting and land use barriers to housing production; and support reliable and effective implementation of local procedures and standards relating to the approval of residential development projects. Under the applicable authority, DLCD is willing to make such a grant on the terms and conditions of this Grant. Accordingly, the parties agree as follows:

**SECTION 2 - GRANT AWARD; DISBURSEMENT**

- A. Grant Funds. In accordance with the terms and conditions of this Grant, DLCD shall provide Recipient \$69,500 (the “Grant Funds”).
- B. Disbursement of Grant Funds. Subject to Section 2.C, DLCD shall disburse the Grant Funds to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request on a DLCD-provided or DLCD-approved disbursement request form. DLCD will disburse the Grant Funds to Recipient as follows:
  - (1) Up to seventy-five percent (75%) of the Grant Funds will be promptly disbursed to Recipient upon DLCD’s acceptance of the Project status report that must be provided by Recipient to DLCD no later than September 1, 2026, as described in Exhibit C.

- (2) Reimbursement of up to the balance of Grant Funds upon completion of the Project and DLCD’s acceptance of the Project closeout report described in Exhibit C. Recipient must submit the final disbursement request no later than July 10, 2027.

C. Conditions Precedent to Disbursement. DLCD’s obligation to any disbursement of Grant Funds to Recipient is subject to each of the following conditions being satisfied:

- (1) DLCD (a) has received a completed disbursement request, (b) has received written evidence of materials and labor furnished to or work performed upon the Project, including itemized receipts or invoices for payment, and releases, satisfactions, or other signed statements or forms as DLCD may require, (c) is satisfied that all items listed in the disbursement request are reasonable, and (d) has determined that the disbursement is only for costs defined as eligible costs under this Grant.
- (2) The representations and warranties made in this Grant are true and correct on the date of disbursement as if made on such date.
- (3) DLCD has sufficient funds currently available and authorized for expenditure to finance the costs of this Grant. Notwithstanding the preceding sentence, payment of funds by DLCD is contingent on DLCD receiving appropriations, limitations, allotments, or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make payments in accordance with the terms of this Grant, and notwithstanding anything in this Grant, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, DLCD has no further obligation to disburse funds to Recipient.
- (4) All other conditions precedent under this Grant are met.
- (5) There is no Event of Default by Recipient.

**SECTION 3 - USE OF GRANT**

- A. Eligible Use. Recipient’s use of the Grant Funds is limited to those expenses that are both reasonable and necessary to complete the activities described in Exhibit A (“Project Description”) and Exhibit B (“Project Budget”).
- B. Ineligible Use. Recipient shall not use the Grant Funds to retire any debt or to lobby, influence, or attempt to influence, any federal, state, or local government official. Any notice issued by Recipient that is eligible for reimbursement under ORS 227.186 – Notice to city property owners, or ORS 215.503 – Notice to county property owners for costs incurred for Measure 56, is not eligible for reimbursement under this Grant.
- C. Misexpended or Unexpended Grant Funds. Any Grant Funds disbursed to Recipient, or any interest earned by Recipient on the Grant Funds, that is not used according to this Grant or that remain after the Project is completed or this Grant is terminated shall be immediately returned to DLCD, unless otherwise directed by DLCD in writing.

**SECTION 4 - RECIPIENT’S REPRESENTATIONS AND WARRANTIES**

- A. Existence and Power. Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient represents and warrants to DLCD that Recipient has full power, authority, and legal right to enter into and agree to the terms of this Grant and to incur and perform its obligations under this Grant.

- B. Authority, No Contravention. The making and performance by Recipient of this Grant (a) have been duly authorized by all necessary action of Recipient; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of its organizational documents; and (c) do not and will not result in the breach of, or constitute a default or require any consent, under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected.
- C. Binding Obligation. This Grant has been duly executed and delivered by Recipient and when duly executed and delivered by DLCD, constitutes legal, valid, and binding obligations of Recipient, enforceable in accordance with its terms, subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Recipient of this Grant.
- E. Misleading Statements. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, in this Grant or any document submitted by or on behalf of the Recipient to DLCD. The information contained in this Grant is true and accurate in all respects.
- F. Compliance with Tax Laws. Recipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to ORS 320.150 and ORS 403.200 to ORS 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, and 323 and local taxes administered by the Department of Revenue under ORS 305.620.

#### SECTION 5 - COVENANTS OF RECIPIENT

- A. Project Completion Deadline. Recipient shall complete the Project by June 19, 2027 ("Project Completion Deadline"), unless the total amount of the Grant Funds is not available because one or more of the conditions in Section 2.C(1) to (3) are not satisfied. Recipient shall complete the Project and use its own fiscal resources or money from other sources to pay for any costs of the Project in excess of the total amount of financial assistance provided pursuant to this Grant.
- B. Compliance with Laws. Recipient shall comply with the requirements of any and all applicable federal and state laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- C. Notice of Adverse Change. Recipient shall promptly notify DLCD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient, or the Project related to the ability of Recipient to perform all obligations required by this Grant.
- D. Notice of Event of Default. Recipient shall give DLCD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely. Failure to provide notice may itself be construed as an Event of Default.
- E. Records and Inspection. Recipient shall keep proper books of account and records on all activities associated with this Grant and the Project. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain and keep accessible the books of account and records until the later of six years after the date set forth in Section 5.A or the date that all disputes, if any, arising under this Grant have been resolved.

Recipient will permit DLCD, the Secretary of State of the State of Oregon, and their duly authorized representatives to inspect its properties, all work done, labor performed, and materials furnished in and about the Project, and to review and make excerpts, transcripts, and copies of its books of account and records with respect to the receipt and disbursement of funds received from DLCD. Access to these books of account and records is not limited to the required retention period. The authorized representatives shall have access to records at any reasonable time for as long as the records are maintained.

#### **SECTION 6 - TERMINATION AND EVENTS OF DEFAULT; REMEDIES**

- A. Mutual Termination. This Grant may be terminated by mutual consent of both parties.
- B. Termination by DLCD. DLCD may terminate this Grant upon written notice to Recipient under any of the following occurrences:
- (1) DLCD fails to receive sufficient appropriations or other expenditure authorizations to allow DLCD, in the reasonable exercise of its administrative discretion, to continue making payments under this Grant,
  - (2) There are not sufficient funds in the Fund, as determined by DLCD in the reasonable exercise of its administrative discretion, to permit DLCD to continue making payments under this Grant, or
  - (3) There is a change in federal or state laws, rules, regulations, or guidelines so that the Project funded by this Grant is no longer eligible for funding.
- C. Events of Default. Recipient shall be in default under this Grant upon the occurrence of any of the following events (“Events of Default”):
- (1) Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations pertaining to this Grant, and such failure is not cured within fifteen days of written notice to Recipient from DLCD or a period of longer time established by DLCD in its notice; or
  - (2) Any representation, warranty, or statement made to DLCD by or on behalf of Recipient pertaining to this Grant or in any document or report provided by or on behalf of Recipient and relied upon by DLCD to measure progress, performance, or the expenditure of Grant Funds is untrue in any material respect when made; or
  - (3) Recipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself, or of all or any substantial part of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), (v) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vi) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), or (vii) takes any action for the purpose of effecting any of the foregoing; or
  - (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (ii) the appointment of a trustee, receiver,

custodian, liquidator, or the like, of Recipient or of all or any substantial part of its assets, or (iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Recipient is entered in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect).

- D. Remedies Upon Default. Upon the occurrence of any Event of Default, DLCD may pursue any remedies available under this Grant, at law or in equity. Such remedies include, but are not limited to, termination of DLCD's obligation to make the Grant or any further disbursement under this Grant, return of all or a portion of the Grant Funds, payment of interest earned on the Grant Funds, and declaration of ineligibility for the receipt of future funds from DLCD. If, as a result of an Event of Default, DLCD demands return of all or a portion of the Grant Funds or payment of interest earned on the Grant Funds, Recipient shall pay the amount upon DLCD's demand. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

#### SECTION 7 - MISCELLANEOUS

- A. No Implied Waiver. The failure of DLCD to exercise, or any delay by DLCD in exercising, any right, power, or privilege under this Grant shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Grant preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. Any waiver or consent, if made, will be effective only if in writing signed by the party against whom such waiver or consent is sought to be enforced and is effective only in the specific instance and for the specific purpose given.
- B. Choice of Law; Designation of Forum; Federal Forum.
- (1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Grant, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
  - (2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Grant shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
  - (3) Notwithstanding Section 7.B(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section does not act as a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Formal Notices. Except as otherwise expressly provided in this Grant, any formal notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or DLCD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any formal notice by personal delivery will be deemed effective when actually delivered to the addressee. Any formal notice so addressed and mailed will be deemed to be received and effective five days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to DLCD: Joel Madsen, Housing Accountability and Production Office Manager  
[joel.madsen@dlcd.oregon.gov](mailto:joel.madsen@dlcd.oregon.gov)  
Oregon Department of Land Conservation and Development  
635 Capitol Street NE Suite 150  
Salem, OR 97301-2540

If to Recipient: Dan Cummings, City Manager  
[Dan.cummings@ontariooregon.org](mailto:Dan.cummings@ontariooregon.org)  
City of Ontario  
444 SW 4th Street  
Ontario, OR 97914

- D. Amendments. Except as otherwise explicitly provided in Exhibit B, this Grant may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Successors and Assigns; No Third Party Beneficiary. This Grant shall be binding upon and inure to the benefit of DLCD, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of DLCD. DLCD and Recipient are the only parties to this Grant and are the only parties entitled to enforce the terms of this Grant. Nothing in this Grant gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Grant.
- F. Entire Agreement. This Grant, including any exhibits, schedules, and attachments, which are by this reference incorporated herein, constitutes the entire agreement between the parties on the subject matter hereof. There are no other understandings, agreements, or representations, oral or written, regarding this Grant.
- G. Contributory Liability and Contractor Indemnification.
- (1) If any third party makes any claim or brings any action, suit, or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing.

The foregoing provisions are conditions precedent for either party's liability to the other in regard to the Third Party Claim.

If the claims against the parties allege joint liability by the parties, the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative liabilities. The relative liabilities of the parties shall be determined by reference to, among other things, the evidence indicating the extent of the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Grant.

- (2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save, and hold harmless the State of Oregon and its officers, employees, and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the claims, actions, liabilities, damages, losses, or expenses arising from any and all negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees, or subcontractors of the contractor (collectively, "Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Recipient's contractors or any of the officers, agents, employees, or subcontractors of the contractor from and against any and all Claims. This Section shall survive termination of this Grant.

- H. Survival. All provisions of this Grant intended by their terms to survive termination and the following sections shall survive termination of this Grant: Section 3.C, Section 5.E, Section 6.D, Section 7.G, this Section 7.H, and Section 7.K.
- I. Severability. If any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Grant did not contain the particular term or provision held to be invalid.
- J. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent parties and neither party hereto shall be deemed an agent, partner, joint venturer, or related entity of the other by reason of this Grant.
- K. Attorney Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Grant will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership, or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to DLCD by its attorneys.
- L. Counterparts. This Grant may be executed in more than one counterpart, which, when taken together, will constitute one and the same instrument, and either party may execute this Grant by signing any such counterpart.
- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned

businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses....” DLCDC encourages Recipient, in its Grant activities, to follow good faith efforts described in ORS 200.045. The Governor’s Policy Advisor for Economic and Business Equity provides additional resources and the Certification Office for Business Inclusion and Diversity through the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: [Certified Vendor Directory](#).

N. Non-Exclusive License. The following terms have the meanings set forth below:

- (1) “Recipient Intellectual Property” means any intellectual property owned by Recipient and developed independently from the Project.
- (2) “Third Party Intellectual Property” means any intellectual property owned by parties other than DLCDC or Recipient.
- (3) “Product(s)” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Recipient is required to deliver to DLCDC or create pursuant to the Project and this Grant, including but not limited to any Product(s) described in Exhibit A.

Recipient hereby grants to DLCDC, under Recipient Intellectual Property and under intellectual property created by Recipient pursuant to the Project, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCDC’s behalf. If a Product(s) created by Recipient pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Recipient shall secure on DLCDC’s behalf and in the name of DLCDC an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCDC’s behalf. If a Product(s) is Third Party Intellectual Property, Recipient shall secure on DLCDC’s behalf and in the name of DLCDC, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third Party Intellectual Property, and to authorize others to do the same on DLCDC’s behalf.

- O. Promotional Use of Recipient Information. Recipient agrees that DLCDC may use Recipient and information provided to DLCDC by Recipient in the promotion of State’s programs and services. The following typifies, but does not limit, the information State may use in its promotion(s): business name, general description of the Project, total Project cost, amount of the award.
- P. Insurance; Workers’ Compensation. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Employer’s liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its Recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

By signing below, the parties acknowledge they have read and understand this Grant and agree to be bound by its terms and conditions.

**STATE OF OREGON**  
acting by and through its  
Department of Land Conservation and  
Development

**CITY OF ONTARIO**

Signed by:  
By: Joel Madsen  
4B629FDA4AA4417  
Joel Madsen, Housing Accountability  
and Production Office Manager

DocuSigned by:  
By: Dan Cummings  
570555C7D1D44EB...  
Dan Cummings, City Manager

Date: 3/19/2026

Date: 3/19/2026

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

Not Required per OAR 137-045-0030

**EXHIBIT A – CONTACT INFORMATION; PROJECT DESCRIPTION**

City of Ontario Conforming Development Code Amendments

**Contact Information:** Except as otherwise expressly provided in this Grant, parties may use the contact information set forth below, or to such other persons or addresses that either party may subsequently indicate in writing pursuant to this Section:

**DLCD**

Department of Land Conservation and Development  
635 Capitol Street NE, Suite 150  
Salem, OR 97301-2540

**Recipient/Grantee**

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

Grant Administrator: Ryan Marquardt  
Title: Housing Planner  
Telephone: 971-375-5659  
Email: [ryan.marquardt@dlcd.oregon.gov](mailto:ryan.marquardt@dlcd.oregon.gov)

Contact: Tatiana Burgess  
Title: Community Development and Planning Director  
Telephone: 541-881-3222  
Email: [tatiana.burgess@ontariooregon.org](mailto:tatiana.burgess@ontariooregon.org)

**Background:**

The purpose of this Project is to prepare hearing-ready documents and presentations for amending Recipient's Planning and Zoning Development Standards to comply with applicable Oregon housing statutes and rules.

**Project Description:**

Recipient will, with the assistance of a professional consultant, properly licensed or certified (if applicable), complete the following:

- Project Kickoff and Management
- Code Audit
- Draft Code Update
- Final Code Update
- Adoption

**Grant Products:**

Recipient will submit Grant Products to DLCD, including but not limited to the following:

- Summary of major tasks and action items for the Project – must be submitted to DLCD within 60 days of Grant Effective Date
- Proposed Project schedule – must submitted to DLCD within 60 days of Grant Effective Date
- Code Audit findings and recommendations
- Feedback on Code Audit findings and recommendations
- Draft updates to Recipient's Municipal Code Titles 10, 10A, 10B and 10C (Comprehensive Plan and Zoning), including revisions identified by HAPO Courtesy Review
- HAPO Courtesy Review
- Final draft plan and code updates
- Presentation materials, staff reports, meeting notices, hearing notices, agendas, and notes or meeting minutes for all Project-related meetings

<b>EXHIBIT B - PROJECT BUDGET</b>
-----------------------------------

<b>Line Items</b>	<b>DLCD Funds</b>
Project Kickoff and Management	\$6,000
Code Audit	\$17,500
Draft Code Update	\$24,000
Final Code Update	\$10,000
Adoption	\$12,000
<b>Total Grant Funds</b>	<b>\$69,500</b>

Any variance between budgeted line-item values within the total Grant Funds amount is subject to prior written approval (email acceptable) from the DLCD Grant Administrator, or successor.

<b>EXHIBIT C – PROJECT REQUIREMENTS</b>
---

Recipient shall comply with the following Project requirements, as applicable to their Project and outlined in further detail below:

A. Grant Products:

- (1) Provide all draft and final Grant Products, including any memos, reports, and maps produced by this Agreement in a digital media format to the DLCD Grant Administrator and [dlcd.hapo@dlcd.oregon.gov](mailto:dlcd.hapo@dlcd.oregon.gov). The term “digital media” means a compact disc, digital video disc, USB flash drive, e mail, or FTP submittal authorized by DLCD.
- (2) Recipient shall follow Exhibit D - Geographic Information System and Data File Requirements if applicable to the Project and any Grant Products.
- (3) All reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: “This project is funded by Oregon HAPO Fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”
- (4) A final draft Grant Product (e.g., ordinances, maps, websites, databases, supporting documents, and photographs) may be accepted for approval instead of an adopted Product when requested in writing and received by the DLCD Grant Administrator and to the DLCD Grant Administrator and [dlcd.hapo@dlcd.oregon.gov](mailto:dlcd.hapo@dlcd.oregon.gov) at least 60 days prior to Project Completion Deadline. The request will be reviewed and approved in writing by DLCD if substantial progress has been made toward adoption and adoption is scheduled to occur on or before the date that is 120 days after the Project Completion Deadline. Any final draft Grant Product shall be a hearings-ready draft approved by a resolution of the governing body and shall be accompanied by a report detailing why the product was not adopted and a timeframe for the future adoption of the product.
- (5) Post Acknowledgement Plan Amendments: Any applicable final Grant Products must also be separately submitted to DLCD using [Form 1, “Notice of Proposed Change”](#), at least 35 days before the first evidentiary hearing as set forth in ORS 197.610 and OAR 660-018-0020, OAR 660-018-0021, and OAR 660-018-0022. The products must be adopted by the governing body and submitted using [Form 2, “Notice of Adoption”](#) as set forth in ORS 197.615 and OAR 660-018-0040.

- B. Provide a legible copy of signed agreements or contracts between Recipient and any contractors hired to provide Project services to Recipient no later than three business days after both parties have signed the contract or agreement.
- C. Ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with any of the following activities: (1) the periodic review work programs and related tasks; (2) the transportation system plans being prepared pursuant to OAR 660 012-0000; (3) any post-acknowledgment plan and land use regulation amendments proposed by the Recipient.
- D. Commit to overall management of Grant Funds, Project activities, and reporting obligations to ensure compliance with Grant terms.
- E. Maintain regular correspondence with DLCD to discuss Project status, challenges, or potential changes to the Project, and to provide an opportunity for review of draft Grant Products.

- F. Provide notice to DLCD and any other applicable parties, of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Grant.
- G. Provide Project status reports to DLCD. Project status reports are due September 1, 2026, and March 1, 2027. Project status reports must be in the format provided by DLCD and completed in a manner determined to be acceptable by DLCD and must include the following:
- (1) Summary: A brief overview of the Project's progress, major achievements, and any significant changes or challenges encountered during the period.
  - (2) Progress on Objectives: Detailed updates on the progress toward each Project objective, specific activities completed, milestones achieved, and any deviations from the planned timeline and objectives.
  - (3) Challenges and Solutions: Description of any challenges or obstacles encountered and steps taken to overcome these challenges.
  - (4) Upcoming Activities: Outline of planned activities and objectives for the next reporting period, as well as adjustments to the timeline or Project plan, if necessary.
- H. Provide Project closeout report to DLCD no later than July 10, 2027. The Project closeout report must be in the format provided by DLCD and completed in a manner determined to be acceptable by DLCD, and must include the following:
- (1) Project Summary: A concise overview of the Project, including objectives, activities, engagement, and outcomes.
  - (2) Final Outcomes and Impact: Detailed description of the Project's achievements and its impact, including evaluation of how well the Project met its original goals and objectives.
  - (3) Compliance and Certification: Confirmation that all Grant terms and conditions were met.

**EXHIBIT D – GEOGRAPHIC INFORMATION SYSTEM AND DATA FILE REQUIREMENTS**

The Recipient shall follow the following requirements for all Geographic Information System (GIS) and data files related to the Project:

A. Format and Delivery:

- (1) Provide all data files created, revised, or updated under this Grant in widely used, open, non-proprietary formats whenever possible. For spatial GIS data, acceptable formats include ESRI-compatible file geodatabases, shapefiles, or feature classes. For non-spatial data, acceptable formats include CSV, Excel (XLSX), or JSON.
- (2) All files must be clearly labeled and organized in a logical folder structure. A summary document describing the content of the deliverables, the purpose of each dataset, source data (if applicable), field definitions, and any known data limitations or assumptions must accompany the data.
- (3) If the Recipient lacks GIS capability, spatial data files may be submitted as high-resolution digital maps (PDF) along with supporting data in tabular formats (e.g. Excel, CSV) with prior written approval from the DLCD Grant Manager.

B. Coordinate System for Spatial Data:

- (1) All spatial datasets must have a defined and consistent coordinate system. The projection may be determined by the Recipient but must be documented in both the dataset properties and metadata.

C. Data Quality and Standards:

- (1) Spatial data must be free of topological errors (e.g., overlaps, gaps, slivers) and maintain logical consistency in geometry and attributes.
- (2) All datasets (spatial and non-spatial) must include clear, complete, and consistent attribute fields. Field names should be intuitive and defined in accompanying documentation or metadata.
- (3) When applicable, domain values or code lists must be included or referenced.

D. Metadata:

- (1) Spatial datasets should include metadata compliant with the [Oregon GIS Metadata Standard](#).
- (2) Metadata must include, at a minimum: dataset title, abstract, spatial extent (if applicable), data creation date, responsible party, projection, and attribute descriptions.
- (3) Non-spatial datasets must include a data dictionary or documentation that defines all fields, units, and any codes or classifications used.

E. Ownership and Use:

- (1) DLCD may display, integrate, or distribute data files in internal systems, public data portals, or with partner agencies unless otherwise restricted by written agreement.
- (2) Recipient and their agents are not responsible for any use, interpretation, or redistribution of the data by DLCD once it has been submitted and accepted.

## **AGREEMENT FOR CONSULTING SERVICES**

between

**City of Ontario and Winterowd & Brooks, LLC**

THIS AGREEMENT is made and entered into this 26th day of January, 2026, by and between **The City of Ontario**, hereinafter referred to as "*Client*," whose address is 444 SW 4th St. Ontario, OR 97914 and **Winterowd and Brooks, LLC, dba Winterbrook Planning** ("*Winterbrook*"), 610 SW Alder Street, Suite 810, Portland, Oregon, 97205.

*Client* and *Winterbrook* mutually understand and agree as follows:

### **ARTICLE 1. SCOPE OF WORK**

*Winterbrook* will work the *Client* with updating, standardizing and modernizing its Development Ordinance (DO). The purpose of this project is to prepare hearing-ready documents and presentations for amending Ontario Planning and Zoning Development Standards to comply with applicable Oregon housing statutes and rules. The scope of work for this project is outlined in the attached Exhibit A.

Grace Coffey, will be the Winterbrook Project Manager and will report directly to the *Client*.

### **ARTICLE 2. TIME OF PERFORMANCE**

This Agreement is effective April 19, 2026 and will remain in effect indefinitely unless modified by agreement between *Winterbrook* and *Client*.

### **ARTICLE 3. FEE**

This contract is for a not-to-exceed price of \$69,500. This includes all work outlined in Exhibit A, along with administrative and reimbursable expenses such as printing and milage. Additional work outside of the scope outlined in Exhibit A shall be negotiated as a Change Order to this contract prior to commencement of the additional work. The work shall be charged by task as outlined in Exhibit A.

### **ARTICLE 4. PAYMENT**

- A. MONTHLY STATEMENT. *Winterbrook* will provide *Client* a monthly statement describing the work completed and the amount due. If a project is temporarily inactive or no substantial work has been completed during the monthly cycle, *Winterbrook* may choose not to send the monthly statement until the project becomes active again.
- B. PAYMENT. *Client* agrees to approve the statement or notify *Winterbrook* of the reasons for disapproval within five (5) days of receipt and, upon approval, will pay to *Winterbrook* the amount in full within 30 days of the date of the statement.
- C. LATE PAYMENT. *Winterbrook* will assess a finance charge in the amount of 1.5 percent per month on any unpaid balance more than 30 days overdue.
- D. PAST DUE BALANCES. *Winterbrook* may stop work on the project if the unpaid balance is more than 30 days overdue.
- E. BILLING RECORDS. *Winterbrook's* records of time and expenses in performance with Article 1 are available to *Client* for inspection.

#### ARTICLE 5. INDEPENDENCE OF WINTERBROOK PLANNING

- A. METHODS: The manner and means of conducting the work are specified in Article 1 and are under the control of *Winterbrook*. The work is subject to *Client's* general right of review and supervision.
- B. INDEPENDENT CONTRACTOR: *Client* and *Winterbrook* intend and agree that an independent contractor relationship is created by this contract. No agent or employee of *Winterbrook* will be deemed to be the employer or agent of *Client*.

#### ARTICLE 6. PROFESSIONAL STANDARDS

- A. TIMELY SERVICES: *Winterbrook* will provide *Client* with timely services taking into account both *Winterbrook's* requirements for meeting professional standards and Article 1.
- B. PROFESSIONAL STANDARD: *Winterbrook* will meet the standard of care, skill, and diligence normally provided by a professional land use planning firm.
- C. CLAIMS: Any claim of damage must be made by *Client* within 12 months of the receipt of *Winterbrook's* final report. Damages shall not include consequential damages to *Client* or third parties and shall be limited to the value of the contract.

#### ARTICLE 7. OWNERSHIP OF MATERIALS AND PRODUCTS

*Client* retains exclusive ownership of any data, models, reports, and other materials produced for this project, except for reports and data that are submitted into the public record. Except for reports and data submitted into the public record, *Winterbrook* may not loan, sell, or otherwise distribute project materials without *Client's* express consent.



## ARTICLE 8. CHANGES TO AND ENFORCEMENT OF AGREEMENT

- A. INTEGRATION: This Agreement contains the entire agreement between *Client* and *Winterbrook*.
- B. AMENDMENT: This Agreement may be amended by mutual agreement of *Client* and *Winterbrook*. Any amendments will be in writing and signed by representatives of both *Client* and *Winterbrook*. However, minor changes to the work program or extension of the term of this Agreement may be authorized by *Client* via email, in which case *Winterbrook* will maintain a copy of the email record in the project administrative file.
- C. ASSIGNMENT: Neither party may assign or transfer their interest in the Agreement without the express written consent of the other party.
- D. SEVERABILITY: If any of the provisions of the Agreement are held unenforceable or invalid by any court of competent jurisdiction, such holding shall not render unenforceable or invalidate any other provisions.
- E. WAIVER: Failure of either party to enforce any provision of the Agreement does not constitute a waiver of any other provision.
- F. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed an original. The counterparts shall constitute one and the same instrument.

## ARTICLE 9. TERM OF AGREEMENT

- A. TERMINATION FOR CAUSE: If either *Winterbrook* or *Client* fails to perform in a timely manner or violates any stipulation of the Agreement, the other party will have the right to terminate the Agreement by giving at least ten (10) days written notice of intent to terminate, specifying the reason and effective termination date. *Winterbrook* will be entitled to receive compensation for any work completed prior to the effective date of termination.
- B. TERMINATION FOR OTHER REASONS: Either party may terminate the Agreement by giving at least ten (10) days written notice of intent to terminate, specifying the reason and effective termination date. *Winterbrook* will be entitled to receive compensation for any work completed up to the time of receipt of the written notice of termination.

## ARTICLE 10. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any provisions of the Agreement, the prevailing party will be entitled to reasonable attorney fees and costs, including fees for appellate court proceedings.

## ARTICLE 11. GOVERNING LAW

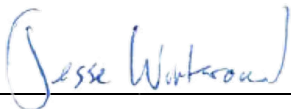


Winterbrook agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to this Agreement. The Agreement is governed by and enforced in accordance with the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties hereby execute this Agreement.

**Winterowd & Brooks, LLC**

**City of Ontario**

BY:   
Jesse Winterowd, Managing Principal

BY:   
Dan Cummings, City Manager

DATE: March 19, 2026

DATE: March 19, 2026



# Conforming Development Code Amendments

City of Ontario 3.19.26

## Project Purpose

The purpose of this project is to prepare hearing-ready documents and presentations for amending Ontario Planning and Zoning Development Standards to comply with applicable Oregon housing statutes and rules.

## Task 1: Project Kick-Off and Management

**Timeline: April 2025 through December 2026**

**Estimated Cost: \$6,000 (Task 1A \$2,000 | Tasks 1B \$4,000)**

### Task 1A Project Kick-off

The purpose of the project kick-off is for the Consultant and the City to re-familiarize the project team with community values and conditions, and with relevant City of Ontario (City) Planning and Zoning Development Standards found in Ontario Municipal Code (OMC) Titles 10, 10A, 10B and 10C. The project kick-off will also confirm project objectives, refine the project schedule as necessary, and confirm City staff work commitments for this project.

The Consultant will contact the City via video conference call to discuss project expectations and re-familiarize the project team with community values and conditions. The Consultant will verify the action items identified through this initial video conference call with City staff and will develop and share a revised schedule for the actions required to complete each task. The level of detail required for the proposed project schedule should be determined by mutual agreement between the City and Consultant.

### Task 1B Monthly Check-Ins

The Consultant will check in monthly with the City to discuss project milestones and work products, respond to questions, and identify follow-up actions.

#### *Task 1 Consultant Deliverables:*

- A. Project Kickoff
  - Summary of major tasks and action items for the Project;
  - Proposed Project schedule; and
- B. Project Management
  - Organize and host at least 6 virtual Project Management Team meetings.
  - Follow through on task assignments resulting from team meetings.

#### *Task 1 City Deliverables:*

- A. Project Kickoff
  - Copy of relevant comprehensive plan and code sections, or other relevant City data or documents; and
- B. Project Management
  - Participate in at least 6 virtual Project Management Team meetings and document follow through as a result of each meeting.

## Task 2: Plan/Code Audit

**Timeline: April 2026**

**Estimated Cost: \$17,500**

The Consultant will review the City’s comprehensive plan, zoning ordinance, and other land development documents and regulations (if any) to identify legal and policy issues related to residential development. This will include, but is not limited to, the Consultant determining whether the comprehensive plan and land use regulations contain:

- Standards permitting the development of housing in compliance with applicable statutes and administrative rules (ORS Chapter 92, 197, 197A, 215 (as applicable), and 227 (if applicable); and OAR Chapter 660)
- A clear and objective path for approval of residential development
- Standards, conditions, or procedures that have the effect, either in themselves or cumulatively, of discouraging housing through unreasonable cost or delay
- Criteria or procedures related to housing that may create permitting or land use barriers to housing production.

The plan and code audit will be delivered to the City for review, and to the Housing Accountability and Production Office (HAPO) for courtesy review. The City and HAPO will provide annotated comments to the Consultant for feedback on the code audit and concepts.

*Task 2 Consultant Deliverable:*

- Code Audit findings

*Task 2 City of Ontario Deliverables:*

- Feedback on Code Audit findings

## Task 3: Draft Code Update

**Timeline: May 2026**

**Estimated Cost: \$24,000**

The Consultant will prepare draft updates to the City’s Comprehensive Plan (OMC Title 10), Substantive Zoning Provisions (OMC Title 10A), Administrative Procedures (OMC Title 10B), and Substantive Regulations for Land Development (OMC Title 10C), to address and resolve issues

identified in Task 2. Draft plan/code update materials will be delivered to the City and to the HAPO for courtesy review. The City and HAPO will provide annotated comments to Consultant for proposed refinements to draft plan and code amendments. The Consultant will prepare presentation materials explaining the draft code updates for a PC/CC/Joint work session and attend and present at the work session.

*Task 3 Consultant Deliverable:*

- Draft updates to Ontario Municipal Code Titles 10, 10A, 10B and 10C (Comprehensive Plan and Zoning).
- Presentation materials for a Planning Commission and City Council Work Session
- Attendance at joint Planning Commission and City Council Work Session to present draft updates

*Task 3 City of Ontario Deliverables:*

- Annotated comments on draft updates to OMC Titles 10 through 10C

## Task 4: Final Plan/Code Update

**Timeline: May-July 2026**

**Estimated Cost: \$10,000**

The Consultant will prepare final draft plan and code updates to City land use regulations in response to issues identified in Task 2. The final draft document will be delivered in two formats: double underline/strikeout (showing new and deleted text, respectively) to indicate changes from existing code language; and clean text, in a format suitable for adoption. Final plan and code update materials will be delivered to the City for review and to HAPO for courtesy review. The City and the HAPO will provide annotated comments to the Consultant for final amendments before adoption.

*Task 4 Consultant Deliverable:*

- Final draft plan and code updates

*Task 4 City of Ontario Deliverables:*

- Annotated commentary on final draft plan and code updates

## Task 5: Adoption Process

**Timeline: July-December 2026**

**Estimated Cost: \$12,000**

The City will schedule and provide notice and an agenda for hearings to adopt updates to the City's comprehensive plan and land use regulations. The Consultant will coordinate with the City regarding hearing arrangements and present updates virtually to the Planning Commission and the City Council. If practicable, joint public hearings will be held.

*Task 5 Consultant Deliverable:*

- DLCD Notice
- Draft Public Notice Materials
- Staff Report
- Presentation materials to explain final draft updates to the two hearings bodies

*Task 5 City of Ontario Deliverables:*

- Hearings notices, agendas, and minutes

**Task and Budget Summary**

Task	Title	Timeline	Estimated Budget	Local Contribution
1A	Project Kickoff	April 2026	\$2,000	Community Development Staff Support –  As confirmed in Task 1
1B	Project Management	April– December 2026	\$4,000	
2	Plan/Code Audit	April 2026	\$17,500	
3	Draft Plan/Code Update	May 2026	\$24,000	
4	Final Plan/Code Update	May-July 2026	\$10,000	
5	Adoption Process	July-December 2026	\$12,000	
		Total	\$69,500	