

**MISSION STATEMENT: TO PROVIDE A SAFE, HEALTHFUL AND SOUND ECONOMIC ENVIRONMENT,
PROGRESSIVELY ENHANCING OUR QUALITY OF LIFE**

AGENDA
CITY COUNCIL - CITY OF ONTARIO, OREGON
Monday, August 3, 2015, 7:00 p.m., M.T.

- 1) **Call to order**
Roll Call: Norm Crume _____ Tessa Winebarger _____ Charlotte Fugate _____ Thomas Jost _____
Larry Tuttle _____ Betty Carter _____ Mayor Ron Verini _____

2) **Pledge of Allegiance**

This Agenda was posted on Wednesday, July 29, 2015. Copies of the Agenda are available at the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

3) **Motion to adopt the entire agenda**

4) **Consent Agenda: Motion Action Approving Consent Agenda Items**

- A) Approval of Minutes of Regular Meeting of 07/20/2015 1-6
B) Resolution 2015-140: Receive/Expend Donation to C.O.P. Program 7-8
C) Approval of the Bills

5) **Department Head Updates: Thursday**

- 6) **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.

7) **Old Business:**

- A) Ordinance #2703-2015: Amend 10A & 10B of Planning & Zoning Code; Define Utility Facility; Permit a Utility Facility as a Conditional Use in AD Zone; Increase Rear & Side Yard Setbacks to Meet Fire Current Code; Amend Notice to DLCD (*Final Reading*) 9-11

8) **New Business**

- A) Downtown Parking Issues: Marty Justus (*Done Thursday 7/30/15*)
B) Request Approval for Independent Fee Estimate (IFE) for FY 2015 Ontario Airport FAA Airport Improvement Project (AIP) 3-41-0044-012 12-15
C) Resolution #2015-141: Approval of a Professional Services Contract with Oster Professional Group for Fiscal Services FY16-17 16-25
D) Resolution #2015-142: Allowance for Bad Debts & Write Off Policy 26-29

9) **Hand-Outs/Discussion Items**

- A) Minutes: County Court (06-24-2015; 07-01-2015)
B) SREDA
C) Financials

10) **Correspondence, Comments and Ex-Officio Reports**

11) **Adjourn**

**ONTARIO CITY COUNCIL MEETING MINUTES
Monday, July 20, 2015**

The regular meeting of the Ontario City Council was called to order by Mayor Ronald Verini at 7:00 p.m. on Monday, July 20, 2015, in the Council Chambers of City Hall. Council members present were Ronald Verini, Norm Crume, Charlotte Fugate, Tessa Winebarger, Thomas Jost, and Betty Carter. Larry Tuttle was absent.

Members of staff present were Tori Barnett, Larry Sullivan, Marcy Siriwardene, Mark Alexander, Dan Cummings, Kari Ott, Anita Zink, and Cliff Leeper. The meeting was recorded, and copies are available at City Hall.

Charlotte Fugate led everyone in the Pledge of Allegiance.

Mayor Verini stated that the Agenda posted on Wednesday, July 15th was late due to computer difficulties; however, it had still been posted by the noted date.

AGENDA

Mayor Verini reminded everyone that as some action items had been dealt with at the Thursday meeting, there was a new Agenda before them. Item 8A) Appointment to Recreation Board: Lynsey Hansen; 8B) Ordinance #2704-2015: Amend OMC 3-23 Prohibiting Medical and Recreational Marijuana Processing Sites, Dispensaries, Producers, Processors, Wholesalers, and Retailers, Declaring an Emergency; 8C) Resolution #2015-135: Set Plan to Correct Audit Deficiencies Per ORS 297.466; and 8D) Resolution #2015-136: Transfer Funds for Idaho Power Site Selection Program, had all been taken care of Thursday, and would therefore have their own set of minutes for adoption.

Charlotte Fugate moved, seconded by Betty Carter, to adopt the Agenda as amended. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-absent; Carter-yes; Verini-yes. Motion carried 6/0/1.

LOCAL CONTRACT REVIEW BOARD

Resolution #2015-134: Declare Sole Source – iFocus (OPD Mobile Units)

The City Council, acting as a Local Contract Review Board, had the authority under the Financial Policies Manual to determine if a vendor was exempt from the competitive bidding process.

Mark Alexander, Police Chief, presented.

Through the Fiscal Year 2015-2016 budget process, the police department was approved to implement a mobile application to the current records management system, which was provided through Custom Micro Incorporated (CMI). iFocus was an exclusive company working with CMI to provide mobile applications of their product. The Council, as the Local Contractor Review Board, had authority to recognize iFocus as a sole source to complete the project.

Police departments utilized computerized Records Management Systems (RMS) to maintain a variety of records for daily use. RMS could maintain data such as police reports, crime statistics, wanted person records, stolen property, evidence, crash data, inventories, and jail records. Data entry and extraction from RMS was vital to police functions.

There was currently a variety of RMSs' available from numerous vendors. Systems could range from very basic to very robust, providing an array of data that could be presented. The price range for RMS also varied and could easily cost over \$100,000.

The Ontario Police Department had utilized different versions of the RMS provided by Custom Micro Incorporated for over 20 years. The current RMS version from CMI was titled "Justice".

The Malheur County Sheriff's Office and the Nyssa Police Department consolidated into the Justice System with the Ontario Police Department in 2008. There had been great benefits relating to info-sharing when the three agencies combined their information into one system. When 9-1-1 consolidation occurred, the usual hurdle of a common RMS between agencies was eliminated.

The ability for a police officer to extract data from a RMS in the field could be of great value. Real-time information improved efficiency, increased safety, and reduced a burden to dispatch centers. Mobile data access by police officers was becoming a very common practice.

Not being a web-based RMS, the ability to have mobile data through Justice was problematic and unavailable. This was noted as a deficiency in the recent ICMA study presented to the City Council. The police department considered changing vendors in order to utilize mobile data, but it had been cost prohibitive and now required the other police agencies to do the same.

CMI recently worked exclusively with a company, iFocus, to provide a mobile data application for Justice. There were no other options to implement mobile data from the Justice System. Therefore, the Department was requesting that the Council authorize sole source status to iFocus for the purchase of their Justice related mobile data application.

The portion of this project to be paid to iFocus was included in the current Fiscal Year 2015-2016 budget in the amount of \$38,780.

Councilor Winebarger asked what the annual cost was.

Chief Alexander stated that the annual cost was \$14,650.

Councilor Jost asked if the same network was shared with all officers.

Chief Alexander stated it was the same system and it was compatible with the ipads that were currently being used by his officers. He added that the company had met all the state standards for security.

Councilor Fugate asked how many officers the annual cost of \$14,650 covered.

Chief Alexander stated it was for 22 officers, which would be reviewed in the 2016-2017 budget.

Tessa Winebarger moved, seconded by Charlotte Fugate, that the City Council, acting in their capacity as the Local Contractor Review Board, adopt **Resolution 2015-134, A RESOLUTION AUTHORIZING IFOCUS AS SOLE SOURCE FOR POLICE MOBILE DATA APPLICATION**. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-absent; Carter-yes; Verini-yes. Motion carried 6/0/1.

CONSENT AGENDA

Councilor Fugate asked about the \$9,000 in the bills for striping (O.D.O.T.).

Dan Cummings, Planning and Economic Development Director, stated the city had a contract with the Oregon Department of Transportation (O.D.O.T.) and the striping would have been done in the spring.

Cliff Leeper, CH2M, Public Works Director, included that he would find out more information and get back to them.

Norm Crume moved, seconded by Charlotte Fugate, to approve Consent Agenda item A: Approval of Minutes of Regular Meeting of 06/15/2015; Item B: Approval of Minutes of Work Session of 05/14/2015; Item C: Liquor License Application: New/Off Premises – In & Out C-Store; Item D: Liquor License Application: New/Off Premises – Gonzalez Market; Item E: Liquor License Application: New/On Premises –King’s Bar; and Item F: Approval of the Bills. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-absent; Carter-yes; Verini-yes. Motion carried 6/0/1.

PUBLIC COMMENT

Judith Kirby, Ontario, thanked the City Council for their help in bettering the community. She wanted the town cleaned up, starting with the city's property and zoning changes. She suggested an adopt-a-block and wanted weeds in the streets to be addressed.

Hugh Reynolds, Ontario, supported marijuana and disagreed with the Council’s decision to ban it in the city.

Dan Cummings gave a building report for the past quarter and spoke about possibly looking at the planning fees in the future.

Tori Barnett stated Accounting Assistant/Payroll Clerk Sydney, was leaving the City of Ontario to be a stay-at-home mom. She had approached Oster Accounting Group with the possibility of taking on some of the payroll responsibilities and a few other accounting requirements. Oster was interested, and was in the process of drafting a proposal which would include payroll processing, month-end checking and journal entries, bank administration, and a staff member that would be present in Ontario at least once a week. An addendum had been drawn up which would be brought up in the next meeting.

There was a consensus to look at Oster's contract at the next meeting.

The collective bargaining contract graphs had errors and were corrected.

NEW BUSINESS

Resolution #2015-137: Transfer Funds for Downtown Façade Grant Program

and

Resolution #2015-139: Adopt Downtown Façade Grant Program Criteria, Guidelines, and Application

Charlotte Fugate, City Councillor, presented.

The “Revitalize Ontario” committee was attempting to create a friendly, inviting atmosphere for shoppers in the downtown corridor of Ontario, and would like to work with the building owners to assist in updating, upgrading, or simply improving the facades of their individual businesses. To that end, the Committee would like to appropriate \$50K within the Business Loan Fund to establish a matching grant fund from which participants could apply and utilize funds for their respective locations. Each grantee would be required to provide a match for the dollar amount requested from the grant program.

If the Council opted to not provide the funding, the Committee would need to seek alternative methods for providing funding opportunities to the downtown area to assist with their building renovations. The funding requested out of the Business Loan Fund consisted of monies collected from a grant through the Oregon Community Development Program, and were used to promote business in Ontario. There would be no impact on the General Fund, nor would this action utilize Ontario tax-payer’s dollars.

Councillor Jost asked who would be the certified local government commission.

Mrs. Fugate answered that the certified local government committee had not been organized yet. In the meantime, the Façade Committee will probably be the same people which included Dan Cummings, Stu Edwards, Brandon Smith, Marty Justus, and herself.

Norm Crume moved, seconded by Tessa Winebarger, that the Council adopt Resolution 2015-137, A RESOLUTION TRANSFERRING \$50K WITHIN THE BUSINESS LOAN FUND INTO A LINE ITEM FOR THE DOWNTOWN FAÇADE GRANT PROGRAM. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-absent; Carter-yes; Verini-yes. Motion carried 6/0/1.

Councilor Jost asked about the checklist criteria. He felt that there was a lot of information that a business would have to submit in order to get the funding. A Preliminary Design Advisory Committee (PDAC) would have to be attended as well.

Mr. Cummings commented that PDAC meetings were held every Wednesday afternoon and some other accommodations could be made if necessary.

Councilor Fugate stated as an example, if a business came to them with a \$10,000 project, they would give them \$5,000 after they had spent the money and the job was complete. An administration fee would be charged to complete the paperwork to help pay for the Planning Department staff time. Also, if an application was approved, it would have to be physically started within two months. Anything more than six months would not be allowed since other businesses could be using the funding.

Councilor Carter asked if there was a time limit to complete it.

Councilor Fugate answered there was not a time limit to complete it; however, Page Three (3) of the criteria gave some time limit guidelines.

Larry Sullivan, City Attorney, commented that the city would not be paying any money out until after everything was done and it wouldn't include any payments for labor performed by the owner of the building; it would only be reimbursement for third parties.

Norm Crume moved, seconded by Betty Carter, that the Council adopt Resolution 2015-139, A RESOLUTION ADOPTING THE GRANT CRITERIA, GUIDELINES, AND APPLICATION FOR THE ONTARIO DOWNTOWN FAÇADE GRANT PROGRAM. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-absent; Carter-yes; Verini-yes. Motion carried 6/0/1.

Resolution #2015-138: Adopt Collective Bargaining Agreement – OPD – July 1, 2015 – December 31, 2017

Anita Zink, Human Resources Manager, presented.

The city's last Collective Bargaining Agreement with the union employees in the police department expired on June 30, 2015. The City Council designated certain individuals to negotiate a new agreement with the union employees' bargaining unit, the Ontario Police Association. The Council has been periodically briefed in executive session on the status of negotiations. The negotiators have agreed on the terms of a new two and a half year agreement from July 1, 2015, through December 31, 2017, subject to the approval of the City Council. The terms of the proposed Collective Bargaining Agreement conform to the terms discussed with the Council in executive session.

At the expiration of this new term, the Police Association would begin a new contract following the calendar year, as opposed to the fiscal year. This will benefit the budget process.

Councilor Jost asked about what was holding up the final approval.

Ms. Zink answered that a Memorandum of Understanding for the Drug Policy was needed for final approval, but that the M.O.U. could be adopted at a later time.

Betty Carter moved, seconded by Tessa Winebarger, that the City Council adopt **Resolution 2015-138, A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE ONTARIO POLICE ASSOCIATION, FOR A TERM FROM JULY 1, 2015 THROUGH DECEMBER 31, 2017**. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-absent; Carter-yes; Verini-yes. Motion carried 6/0/1.

PUBLIC HEARING

Ordinance #2703-2015: Amend 10A and 10B of Planning and Zoning Code; Define Utility Facility; Permit a Utility Facility as a Conditional Use in AD Zone; Increase Rear/Side Yard Set-Backs to Meet Current Fire Code; Amend Notice to DLCD (1st Reading)

It being the date advertised for public hearing on the matter of Ordinance #2703-2015, the Mayor declared the Hearing open. There were no objections to the city's jurisdiction to hear the action, no abstentions, no ex-parte contact, and no declarations of conflict of interest.

Dan Cummings, Planning and Economic Development Director, presented.

Chapter 10B-15-05 allowed the initiation of zoning and development code amendments by the City Council or Planning Commission. Staff had been directed to prepare certain amendments to the Airport District zone, along with various other housekeeping amendments, and to also amend the notice of time for notification to the Department of Land Conservation and Development. The City of Ontario substantive zoning regulations and administrative requirements are contained in Titles 10A and 10B of the Ontario City Code and a public hearing was held before the Planning Commission on July 13, 2015, resulting in a favorable recommendation being forwarded to the Council.

As recommended, the proposed amendments would:

- Amend Chapter 10A-03, adding section 10A-03-222.5, providing a definition for a Utility Facility;
- Amend Chapters 10A-45 to designate a Utility Facility as a Conditional Use in the AD (Airport) zone districts;
- Amend Chapter 10A-55-25 to increase the rear and side yard setbacks for accessory structures; and
- Amend Chapter 10B-15-05 to decrease the number of days for notification to the Department of Land Conservations and Development regarding pending actions, from 45 days to 35.

FINDINGS OF FACT:

1. *Chapter 10B-15-05 allows the initiation of zoning and development code amendments by the City Council or Planning Commission.*
2. *Under Oregon law, local governments may regulate the operation and location of certain types of businesses within their jurisdiction except when such action is specifically preempted by state law.*
3. *The City of Ontario substantive zoning regulations and administrative requirements are contained Titles 10A and 10B of the Ontario City Code.*
4. *Amendments to Titles 10A and 10B have been initiated by the City Council in accordance with Section 10B-15 of the Ontario City Code.*
5. *The amendment action was referred to the Ontario Planning Commission for a legally advertised public hearing.*
6. *After reviewing the staff report and taking public testimony, the Planning Commission voted to recommend to the City Council approval of the proposed amendments.*
7. *The appropriate legal notice has been provided for this hearing.*

The Hearing was opened for public testimony.

Opponents: None.

Proponents: None.

There being no Proponent and no Opponent testimony, the Hearing was closed.

Tessa Winebarger moved, seconded by Charlotte Fugate, that the City Council adopt Ordinance **#2703-2015: AN ORDINANCE AMENDING TITLE 10A and 10B ("THE ZONING TITLE") OF THE ONTARIO CITY CODE TO ADD A DEFINITION FOR UTILITY FACILITY; PERMIT UTILITY FACILITIES AS A CONDITIONAL USE IN THE AD ZONE; INCREASE REAR AND SIDE YARD SETBACKS TO MEET CURRENT FIRE CODES; AND AMEND NOTICE TO THE DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT, on First Reading by Title Only.** Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-absent; Carter-yes; Verini-yes. Motion carried 6/0/1.

CORRESPONDENCE, COMMENTS, EX-OFFICIO REPORTS

Mayor Verini proposed to meet at the next work session to review the game plan on hiring a City Manager. He asked the Councilors to review the documents received by the Human Resource officer.

Ms. Barnett commented that one Councilor would be gone at the work session and two would be absent at the next meeting.

Mayor Verini asked to postpone it until the following work session, August 13th, 2015. An executive session was also suggested, if necessary.

ADJOURN

Norm Crume moved, seconded by Betty Carter, that the meeting be adjourned. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-absent; Carter-yes; Verini-yes. Motion carried 6/0/1.

APPROVED:

ATTEST:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

AGENDA REPORT - CONSENT

August 3, 2015

TO: Mayor and City Council

FROM: Mark Alexander, Police Chief

THROUGH: Tori Barnett, Interim City Manager

SUBJECT: RESOLUTION NO. 2015-140: RECEIVE/EXPEND FUNDS DONATED TO C.O.P. GROUP

DATE: July 20, 2015

SUMMARY:

Attached is the following document:

- Resolution 2015-140

The Police Department has received unexpected revenue from donations and would like to expend those funds. A budget change will be required to do so.

BACKGROUND:

The Citizens on Patrol program, through the police department, recently received \$386.00 in various donations to support the program.

The police department did not budget to receive and expend these funds and would like to make an adjustment in order to do so. It is proposed that the budget change for expenditures be recognized within the Police Department's Citizens on Patrol line item.

ALTERNATIVE:

The Council could decline the change and keep the donations without budgeting the expenditure.

FINANCIAL IMPLICATIONS:

It is proposed that the revenues and expenditures be recognized within the City's General Fund, Police Department.

RECOMMENDATION:

Staff recommends the Council adopt Resolution 2015-140.

RESOLUTION # 2015-140

**A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR THE
GENERAL FUND POLICE DEPARTMENT TO RECOGNIZE RECEIVED
FUNDS AND AUTHORIZING EXPENDTURE OF THOSE FUNDS**

WHEREAS, the Ontario Police Department occasionally receives unexpected revenue from donations; and

WHEREAS, the General Fund Police Department budget for FY 2015-2016 was adopted without the knowledge of such funds; and

WHEREAS, the Ontario Police Department has received \$386.00 in such funds; and

WHEREAS, the City desires to modify the 2015-2016 budget to receive and expend the funds.

NOW THEREFORE, BE IT RESOLVED by the Ontario City Council to approve the following adjustments to the fiscal year 2015-2016 budget:

Line Item	Item Description	FY 15-16 Budget	Amount of Change	Adjusted Budget
GENERAL FUND				
REVENUE				
001-000-469210	Misc. Police Revenue	\$18,170.00	\$386.00	\$18,556.00
EXPENDITURE				
001-024-613501	Citizens on Patrol	\$1,000.00	\$386.00	\$1,386.00

Effective Date: Upon adoption.

Passed and adopted by the Ontario City Council this 3rd day of August, 2015, by the following vote:

Ayes:

Nays:

Absent:

Approved by the Mayor this 3rd day of August, 2015.

ATTEST:

Ronaald Verini, Mayor

Tori Barnett, MMC, City Recorder

AGENDA REPORT – OLD BUSINESS

August 3, 2015

TO: Mayor and City Council

FROM: Dan K. Cummings, Planning & Economic Development Director

THROUGH: Tori Barnett, Interim City Manager

SUBJECT: ORDINANCE #2703-2015: AN ORDINANCE AMENDING TITLE 10A and 10B (“THE ZONING TITLE”) OF THE ONTARIO CITY CODE TO ADD A DEFINITION FOR UTILITY FACILITY; PERMIT UTILITY FACILITIES AS A CONDITIONAL USE IN THE AD ZONE; INCREASE REAR AND SIDE YARD SETBACKS TO MEET CURRENT FIRE CODES; AND AMEND NOTICE TO THE DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT-FINAL READING

DATE: July 27, 2015

SUMMARY:

Attached is the following document:

- Ordinance # 2703-2015

Chapter 10B-15-05 allows the initiation of zoning and development code amendments by the City Council or Planning Commission; Staff has been directed to prepare certain amendments to the Airport District zone, other housekeeping amendments, and amend the notice of time for notifying to the Department of Land Conservation and Development. The City of Ontario substantive zoning regulations and administrative requirements are contained in Titles 10A and 10B of the Ontario City Code and a public hearing was held before the Planning Commission on July 13, 2015 and a favorable recommendation was sent to the Council for approval.

PREVIOUS COUNCIL ACTION:

07-20-2015 Council passed Ordinance #2703-2015 on First Reading.

STAFF RECOMMENDATION:

Staff recommends the Council adopt Ordinance #2703-2015.

PROPOSED MOTION:

I move that the Council adopt **Ordinance #2703-2015, AN ORDINANCE AMENDING TITLE 10A and 10B (“THE ZONING TITLE”) OF THE ONTARIO CITY CODE TO ADD A DEFINITION FOR UTILITY FACILITY; PERMIT UTILITY FACILITIES AS A CONDITIONAL USE IN THE AD ZONE; INCREASE REAR AND SIDE YARD SETBACKS TO MEET CURRENT FIRE CODES; AND AMEND NOTICE TO THE DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT**, on Second and Final Reading by Title Only.

ORDINANCE NO. 2703-2015

AN ORDINANCE AMENDING TITLE 10A and 10B (“THE ZONING TITLE”) OF THE ONTARIO CITY CODE TO ADD A DEFINITION FOR UTILITY FACILITY; PERMIT UTILITY FACILITIES AS A CONDITIONAL USE IN THE AD ZONE; INCREASE REAR AND SIDE YARD SETBACKS TO MEET CURRENT FIRE CODES; AND AMEND NOTICE TO THE DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT

- WHEREAS,** Chapter 10B-15-05 allows the initiation of zoning and development code amendments by the City Council or Planning Commission; and
- WHEREAS,** Staff has been directed to prepare certain amendments to the Airport District zone, other housekeeping amendments, amend the Notice of amendments to the Department of Land Conservation and Development in advance of the city action; and
- WHEREAS,** The City of Ontario substantive zoning regulations and administrative requirements are contained Titles 10A and 10B of the Ontario City Code; and
- WHEREAS,** Amendments to Title 10A and 10B have been initiated by the City Council in accord with Section 10B-15, Ontario City Code; and
- WHEREAS,** Amendment actions are first referred to the Ontario Planning Commission for a public hearing and recommendation to the City Council; and
- WHEREAS,** A public hearing was held before the Planning Commission on July 13, 2015, and before the City Council on July 20, 2015 and August 3, 2015; and
- WHEREAS,** The appropriate legal notices were provided to the Oregon Department of Land Conservation and Development and to the public in accordance with Oregon law and the Ontario City Code prior to the public hearings; and
- WHEREAS,** Having duly considered the information provided at the public hearings and the recommendations of the Planning Commission, the City Council finds that it is in the public interest to enact the recommended amendments and additions to Title 10A and 10B (“the Zoning Title”) of the Ontario City Code.

NOW THEREFORE, The Common Council For The City Of Ontario Ordains As Follows:

Section 1. Ontario City Code Section 10A-03-222.5 is hereby added to Chapter 10A-03 (“Definitions”) of Title 10A of the Ontario City Code:

10A-03-222.5 UTILITY FACILITY

The use of a site for government or public utility agency infrastructure including but not limited to: a) pumping station for sewer, water, or gas; b) electric substation; c) storm drainage facility outside of the public right of way; d) facilities owned and operated by a public utility as defined by Oregon Revised Statutes; or e) solar power generating systems.

Section 2. The following Chapter 10A-45 is hereby amended by adding that portion that is underlined:

10A-45-10 CONDITIONAL USES

The following uses are permitted conditionally in the AD Zone:

1. Golf course, park, or other recreation facilities.
2. Community service facilities owned and operated by a government agency.
3. Other uses where ongoing operations and the use thereof are directly dependent upon or associated with the airport.
4. Warehousing and storage facilities, including mini-warehouses.
5. Eating establishment.
6. Utility facility.

Section 3. The following Chapter 10A-55-25 is hereby amended by changing that portion that is underlined:

YARD SPACE ENCROACHMENTS, GARAGES, CARPORTS, STORAGE SHEDS.

Detached accessory structures shall be set back a minimum of ~~three~~ five feet from the rear or side lot line as measured to the wall line of the structure.

Section 4. The following Chapter 10B-15-05 is hereby amended by changing that portion that is underlined:

LEGISLATIVE AMENDMENT. INITIATION OF ACTION.

Amendments to Title 10A, 10B, 10C or other titles in the Development Code series, or to the Comprehensive Plan, may be initiated by the Council or Commission by motion, or by individuals by application as provided for in this Title. Amendment actions shall first be referred to the Planning Commission for the public hearing and recommendation.

The Department of Land Conservation and Development shall be notified of the pending action at least ~~45~~ 35 days before the final hearing date, unless a shorter time is authorized by Oregon Administrative Regulations for the type of action being taken.

Section 5. Severability. The sections, subsections, paragraphs, and clauses of this ordinance are severable. The invalidity of one section, subsection, paragraph, or clause does not affect the validity of the remaining sections, subsections, paragraphs, and clauses.

Section 6. This ordinance shall become effective 30 days after passage.

PASSED AND ADOPTED by the Common Council of the City of Ontario this ____ day of _____, 2015, by the following vote:

AYES:
NAYS:
ABSENT:

APPROVED by the Mayor this ____ day of _____, 2015.

ATTEST:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

AGENDA REPORT

August 3, 2015

TO: Mayor and City Council

FROM: Pete Morgan, Airport Manager

THROUGH: Tori Barnett, Interim City Manager

SUBJECT: AGREEMENT AND AUTHORIZATION FOR ENGINEERING CONSULTING SERVICES FOR THE INDEPENDENT FEE ESTIMATE (IFE) FOR FY15-16 FAA AIRPORT IMPROVEMENT PROJECT (AIP) 3-41-0044-012

DATE: July 27, 2015

SUMMARY:

Attached is the following document:

- Proposed Engineering Consulting Service Agreement from Century West Engineering

PREVIOUS COUNCIL ACTION:

Council approved the IFE for the FAA project in 2009, 2011, and 2013.

BACKGROUND:

An IFE is required as part of the FAA process, provides an estimated cost for the engineering services related to the project. This estimate is then compared to the estimate that the city's current Airport Engineer provides. The two estimates are compared and used to assist the city in negotiating a fair and cost effective contract amount for engineering services.

ALTERNATIVE:

There is no alternative to doing IFE, other than to not complete the project.

FINANCIAL IMPLICATIONS:

The cost of the IFE is \$2,500.00; however, 90% of this cost is reimbursable by the FAA through the AIP Grant process.

RECOMMENDATION:

Staff recommends approval of the Agreement.

PROPOSED MOTION:

I move that the City Council authorize the Mayor to sign the Agreement and Authorization for Engineering Consulting Service from Century West Engineering to complete the Independent Fee Estimate for FAA AIP 3-41-0044-012 in the amount of \$2,500.00.

**AGREEMENT AND AUTHORIZATION FOR
ENGINEERING CONSULTING SERVICES**

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

Project: Ontario Airport IFE

Project No.: TBD

Scope of Services: Independent Fee Estimate (IFE) for FAA AIP 3-41-0044-012 which includes the Design-Only Engineering Services for the following items: Install Runway 14 PAPIs, Install Runway 14 REILs, Install Taxiway Edge Lighting, Install Lighted Guidance Signs, and Airport GIS.

Opinion of Probable Cost:

\$ 2,500

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

Client

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

Century West Engineering Corporation

By:(signature) _____
By:(printed) W. Matt Rogers
Title: Vice President
Date: _____

ENGINEERING CONSULTING ♦ TERMS AND CONDITIONS

1. SERVICES: Engineer agrees to perform the Scope of Services (Services) under the following terms and conditions. Additional Services will be provided only by written amendment to this Agreement.

2. TIMES OF PAYMENTS: Engineer will submit invoices on a monthly basis for the unbilled portion of Services actually completed. Client will pay the invoice within 30 days of the invoice date. Accounts remaining unpaid after said 30 days will be considered delinquent and assessed a late payment charge (currently at the rate of 1 1/2% per month) calculated each month from the date of the invoice. Engineer reserves the right to suspend all Services until account delinquencies have been remedied.

3. OPINIONS OF COST: Because Engineer has no control over the cost of labor, materials, equipment or Services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions, any cost estimates provided by Engineer will be made on the basis of experience and judgment. Engineer cannot and does not guarantee that proposals, bids or actual Project construction costs will not vary from opinions of probable costs prepared by Engineer.

4. CLIENT-PROVIDED INFORMATION: Client will make available to Engineer, all information readily available to Client regarding existing and proposed conditions of the site which will aid Engineer in its performance of Services. Engineer shall be entitled to rely, without further inquiry or investigation, on all information furnished to Engineer by Client. Client agrees to advise Engineer of any hazardous substances or any condition existing in, on or near the site presenting a potential danger to human health, the environment, or equipment. Client will immediately transmit to Engineer any new information which becomes available to Client which may have a bearing on Engineer's performance of Services or which relates to information Engineer has requested from Client. If any hazards, not disclosed to Engineer, are discovered after the Services are undertaken, Client and Engineer agree that the Scope of Services, time schedule and rate schedule shall be modified accordingly.

5. STANDARD OF PERFORMANCE: Engineer represents that Services will be performed within the limits prescribed by Client, and that its findings, recommendations, specifications and/or professional advice provided hereunder will be prepared and presented in a manner consistent with the level of care and skill ordinarily exercised by other professionals under similar circumstances at the time the Services are performed.

6. ACCESS, APPROVALS, PERMITS: Client shall arrange for access to and make all provisions for Engineer to enter onto public and private property as required for Engineer to perform the Services. Unless otherwise agreed, Client will be solely responsible for applying for and obtaining such permits and approvals as may be necessary for Engineer to perform the Services.

7. REUSE OF DOCUMENTS: All documents, including computer files, drawings and specifications, prepared by Engineer pursuant to this Agreement shall remain the property of

Engineer and are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Services provided for the Project under this Agreement or on any other project. Any reuse without written authorization, certification or adaptation by Engineer for the specific purpose intended will be at Client's sole risk and without liability to Engineer.

8. ASBESTOS/PCBs: All asbestos/PCB related Services are excluded from Engineer's Scope of Services. Client shall notify Engineer at the start of the Project if the presence of asbestos/PCBs on the project is suspected. If asbestos/PCBs are suspected or encountered, Engineer will stop its own work to permit proper testing and evaluation. If requested as an additional Service, Engineer will assist Client in contacting regulatory agencies and/or identifying appropriate testing laboratories.

9. SUBMITTAL REVIEW: Review by Engineer of submittals by contractor is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the contractor's responsibility to perform all contract requirements with no change in contract price or time. Any action taken by the Engineer is subject to the requirements of the plans, specifications and other Contract Documents. Client shall indemnify Engineer against any claim by any contractor based on the review.

10. ENGINEER AT CONSTRUCTION SITE: The presence or duties of Engineer's personnel at the construction site, whether as on-site representatives or otherwise, do not make Engineer or its personnel in any way responsible for those duties that belong to the Owner and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties and responsibilities, including but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. Engineer and its personnel have no authority to exercise control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Engineer's own personnel.

11. INDEMNIFICATION AND INSURANCE:

(a) Client agrees to indemnify, hold harmless and defend Engineer, its directors, officers, agents and employees, from and against any and all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incidental thereto, including but not limited to reasonable attorney fees, which Engineer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused by (1) Client's breach of any term or provision of this Agreement; (2) Client's negligent or wrongful act or omission in the performance of this Agreement; or (3) Client's generation,



storage or release of waste products including hazardous waste..

(b) Engineer agrees to indemnify, hold harmless and defend Client, its directors, officers, agents and employees, from and against any and all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incidental thereto, including but not limited to reasonable attorney fees, which Client may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused by Engineer's (1) breach of any term or provision of this Agreement; or (2) any negligent or wrongful act or omission in the performance of this Agreement.

(c) In the event any claim arises as a result of the concurrent negligence of Engineer and Client, liability will be determined on the basis of the doctrine of comparative negligence. Each party shall promptly notify the other party, in writing, of any threatened or actual claim, action, or proceeding. Engineer and Client shall jointly control the defense.

(d) Notwithstanding any other provision contained in this Agreement, neither party shall be liable to the other party for any indirect, incidental, special or consequential damages of any kind, including without limitation, lost profits or loss of use, regardless of the cause, including negligence.

(e) Upon request, Engineer will provide Client with Certificates of Insurance for Workers Compensation, General, Auto and Professional Liability coverage. Client agrees to maintain, during the performance of Services, general liability and automobile liability insurance in the amount of one million dollars (\$1,000,000).

12. LIMITED LIABILITY: Client agrees that Engineer's liability to Client, contractors, subcontractors, and their agents, employees and consultants, and to all other third parties which may arise from or be due directly or indirectly to the negligent acts, errors and/or omissions of engineer, its agents, employees or consultants shall be limited to a continued aggregate not to exceed \$100,000 or the total amount paid in fees to Engineer, whichever is greater.

13. TERMINATION: Either party may terminate this Agreement upon thirty (30) days written notice to the other. Either party may terminate this Agreement immediately in the event of a material breach by the other party to perform in accordance with the terms hereof but only if said breach is through no fault of the terminating party and said breach is not corrected before the date of termination. If this Agreement terminates for Force Majeure, Client shall pay Engineer for all Services authorized and performed prior to the termination date including, if applicable, a prorated lump sum fee.

14. SUCCESSORS AND ASSIGNS: Neither Engineer nor Client may assign this Agreement without the prior written consent of the other. Engineer may, however, employ any other party or entity it deems necessary or proper for any part of the Services required to be performed by Engineer under the terms of this Agreement. The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

15. MISCELLANEOUS:

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

(b) Any claim brought by Client against Engineer must be

brought no later than two years after the date of substantial completion of the Services hereunder or the expiration of the appropriate statute of limitations, whichever is earlier.

(c) In the event this Agreement should be referred to an attorney at law or agent for collection, Client agrees to pay such reasonable attorney's or agent's fees and costs as Engineer may incur to any attorney or agent in such collection even if no action is instituted. In the event an action is instituted to enforce any of the terms or conditions of this Agreement, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statutes, such sum as the court may adjudge reasonable as attorney's fees in such action, in both trial and appellate courts.

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

(e) The terms and conditions of this Agreement contain a series of separate agreements. If in any proceeding a court or arbitrator shall refuse to enforce any of the separate agreements, any unenforceable agreement shall be deemed reduced or eliminated from the terms and conditions for the purpose of such proceeding, but only to the extent necessary to permit the remaining agreements to be enforced in such proceeding.

(f) This Agreement constitutes the entire agreement between Client and Engineer regarding the Services and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement shall not be modified except by a written document signed by both parties.



AGENDA REPORT

August 3, 2015

TO: Mayor and City Council

FROM: Tori Barnett, Interim City Manager

SUBJECT: RESOLUTION #2015-141: OSTER PROFESSIONAL GROUP PROFESSIONAL SERVICES CONTRACT FOR FISCAL SERVICES – FY15-16

DATE: July 28, 2015

SUMMARY:

Attached is the following document:

- Resolution #2015-141
- Proposed contract for fiscal services

An amendment for 2015-2016 fiscal services contract has been prepared between the City of Ontario and Oster Professional Group, CPA's, LLP.

PREVIOUS COUNCIL ACTION:

4-7-2014 The City of Ontario entered into a Professional Services Contract with Oster Professional Group for fiscal services.

BACKGROUND:

The City contracted with Oster Professional Group in April of 2014 to perform fiscal services. The new contract includes a 1.5% increase on the prior contract. This changes the annual contract from \$72,000 to \$73,080.

Recently, the Accounting Assistant/Payroll Clerk resigned from employment with the city. Council consensus was to add payroll services, month-end closing, journal entries and bank administration to the scope of services provided by Oster Professional Group. This increase in the scope of the contract will cost the city an additional \$7,200 annually.

FINANCIAL IMPLICATIONS:

The city will be billed \$6,690 per month which is an annual cost of \$80,280.

RECOMMENDATION:

Staff recommends that the Council approve Resolution 2015-141.

PROPOSED MOTION:

I move that the City Council adopt **Resolution 2015-141, A RESOLUTION APPROVING A PROFESSIONAL SERVICES CONTRACT WITH OSTER PROFESSIONAL GROUP FOR FISCAL SERVICES.**

RESOLUTION 2015-141

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES CONTRACT WITH
OSTER PROFESSIONAL GROUP FOR FISCAL SERVICES**

- WHEREAS,** the professional services contract for fiscal services between the City and Oster Professional Group expired on June 30, 2015; and
- WHEREAS,** the city has agreed to add additional services to the fiscal services contract; and
- WHEREAS,** it is in the best interest of the city and the taxpayers to approve the proposed contract.

NOW, THEREFORE, BE IT RESOLVED by the Ontario City Council as follows:

1. The Fiscal Services Contract and Scope of Services between the City of Ontario and Oster Professional Group, CPA's, LLP, a copy of which is attached hereto and incorporated herein as Exhibit A, is hereby approved for a term from July 1, 2015, through June 30, 2016.
2. The Mayor is authorized and directed to sign the Professional Services Agreement on the City's behalf.

EFFECTIVE DATE: Immediately upon passage.

PASSED AND ADOPTED by the Ontario City Council this ____ day of August 2015.

Ayes:

Nays:

Absent:

APPROVED by the Mayor this ____ day of August, 2015.

ATTEST:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into effective the 3rd day of August 2015 by and between Oster Professional Group CPA's, LLP, an Oregon limited liability partnership ("OPG"), and the City of Ontario, Oregon, an Oregon local government entity ("City").

RECITALS

WHEREAS, City wishes to engage OPG to provide consulting Services ("Services") to City, as specified in each Scope of Work agreed upon by the parties which will be Exhibits to this Agreement; and

WHEREAS, OPG wishes to provide the Services under the terms and conditions specified in this Agreement and in each Scope of Work.

NOW, THEREFORE, in consideration of the mutual promises set forth below and these Recitals, City and OPG agree as follows:

AGREEMENT

1. OPG's Services.

1.1 **Description of Services.** OPG shall provide all Services specified in any Scope of Work attached as an Exhibit to this Agreement.

1.1.1 A Scope of Work shall become binding on the date the document is fully executed by OPG and City, at which time OPG will be obligated to provide the Services as specified in such Scope of Work.

1.2 **Manner of Rendering Services.** OPG shall determine the method, details, and means of performing the Services.

1.3 **Direction and Control of Services.** City may not control, direct, or supervise OPG's employees.

1.4 **Services for Other Entities.** OPG is free to provide Services to other entities or persons during the term of this Agreement.

1.5 **No Authority to Bind or Obligate City.** OPG shall have no authority to bind, obligate or commit City by any promise or representation, unless OPG has obtained the prior written approval of an authorized representative of City.

1.6 **Compliance With Laws.** OPG shall strictly comply with all applicable federal, state, and local civil laws and statutes, ordinances, regulations and codes.

2. Term and Termination of Agreement.

2.1 **Term.** The term of this Agreement shall begin on the date set forth above and, shall continue through June 30, 2016 or until earlier terminated by either party in accordance with Section 2.2 of this Agreement.

2.2 **Termination.** This Agreement may be terminated as follows:

2.2.1 **By City With Cause.** "Cause" is defined as a material breach of this Agreement, which must be specified in writing by City and provided to OPG not later than the date on which City gives notice of its intent to terminate.

2.2.2 **By City Without Cause.** In the event the City terminates this Agreement without cause, City is obligated to pay OPG a termination fee of \$20,500.00 plus any prorated compensation earned under this Agreement during the month in which the termination date is effective. City shall make such payments not later than 10 business days following the effective date of termination.

2.2.3 **By OPG.** OPG may terminate this Agreement for any reason by giving City not less than ten (10) days' prior written notice of its intent to terminate.

3. Compensation.

3.1 **Fees for Services.** City shall pay OPG the total sum of \$6,690.00 per month for all Services rendered under this Agreement and any Scope of Work attached hereto. OPG shall not be entitled to any other compensation. Said compensation, plus the payment for expenses as provided in Section 3.2 below, shall be the total compensation to OPG for all labor, material and deliverables (collectively, "Services") provided under this Agreement; provided, however, that City also is obligated to pay OPG the prorated amount of any compensation earned under this Agreement for less than a full month of Services rendered.

3.2 **Expenses.** OPG shall invoice City for reasonable expenses that OPG incurs related to the provision of Services under this Agreement. OPG is responsible for all other expenses incurred in providing the services under this Agreement including, but not limited to, OPG's normal and ordinary business expenses such as rent, administrative assistance, general photocopying, postage, vehicle expense, office supplies, or local telephone service. OPG must obtain advance written approval from City any anticipated expense of more than \$100.00 for which OPG anticipates invoicing City, unless otherwise outlined in a Scope of Work. City reserves the right to deny reimbursement for any expense that is not reasonable and outside of OPG's normal and ordinary business expenses, including an expense of more than \$100.00 which was not first discussed with City. Upon approval of OPG's expenses invoice, City shall pay OPG by check delivered by regular mail at OPG's designated address not later than thirty (30) days from the date of the invoice.

3.3 **Invoices.** OPG shall submit to City an invoice not later than the 10th day of the month following any month in which Services are performed. Each invoice shall include an itemized description of OPG's activities. City shall mail to OPG a check by regular mail at OPG's designated address not later than 30 days after receipt of each OPG invoice.

4. Relationship Between the Parties.

4.1 Independent Contractor. OPG is an independent contractor and is engaged in an independently established occupation. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. None of the benefits provided by City to its employees, if any, (including payment of workers' compensation insurance coverage) shall be provided to OPG, or any of OPG's employees or subcontractors.

4.2 Responsibility for Wages, Taxes, Workers' Compensation Coverage, Etc. OPG shall be responsible for providing any salary or other benefits or payments due to its employees and subcontractors, if any. Additionally, OPG shall be solely responsible for making all necessary and appropriate tax, social security, employment and workers' compensation and other withholding deductions and payments for OPG, and any of OPG's employees and/or subcontractors. OPG also shall be solely responsible for providing any necessary and appropriate workers' compensation insurance coverage for OPG employees and subcontractors. OPG shall indemnify City and hold it harmless from paying such costs or taxes.

4.3 Tools and Equipment. OPG is responsible for providing the principle tools, equipment and supplies for performance of the Services under this Agreement.

4.4 Permits and Licenses. OPG shall, at OPG's expense, obtain and maintain all permits, licenses, certifications and registrations necessary to perform the Services under this Agreement.

5. No Conflict of Interest. During the Term of this Agreement, OPG will not accept work, enter into a contract, or accept an obligation from any third party, inconsistent or incompatible with OPG's obligations, or the scope of Services rendered for City under this Agreement. OPG warrants that there is no other contract or duty on its part inconsistent with this Agreement.

6. Return of Property and Documents. OPG agrees that all hard and electronic originals and copies of records, reports, documents, lists, drawings, memoranda, notes, proposals, contracts and other documentation related to the business of City or to the rendering of OPG's Services, or containing any information described in Section 9 below belong to City and shall be returned to City immediately upon expiration of the Term or upon the termination of this Agreement, or at anytime upon the written request of City.

7. Insurance and Risk of Loss. OPG shall maintain insurance policies (including, without limitation, liability insurance and any required workers' compensation insurance) sufficient to protect OPG's business as required by local, state and federal law, and as necessary to protect against all applicable risks. OPG shall provide City with certificates of insurance and other supporting materials as City may request to evidence OPG's continuing compliance with these obligations.

8. Confidential Information.

8.1 "Confidential Information" Defined. In the course of performing the services for City, OPG may acquire knowledge (both orally and in writing) regarding confidential and/or proprietary information concerning City and its employees, council members, contractors and vendors, including non-public financial information; information about costs and pricing structure; plans for future developments; programs; business plans or strategies; and other information of a similar nature which is not generally known to or accessible by members of the

public and which is not generally subject to a public records request under applicable Oregon law (collectively, "Confidential Information.")

8.2 Non Use and Non Disclosure. OPG agrees that during the term of this Agreement and thereafter, it (a) will keep secret and retain in confidence all Confidential Information, (b) not disclose Confidential Information to anyone except employees of City or City's council members authorized to receive it, and third parties to whom such disclosure is specifically authorized, and (3) not use any Confidential Information for any purpose other than performance of services under this Agreement without prior written permission from an authorized representative of City.

8.3 Application. OPG's confidentiality obligations as set forth in Section 9 will not apply to any information or any portion thereof which (i) is or becomes publicly available by other than a breach of this Agreement (including, without limitation, any information filed with any governmental agency and available to the public); (ii) is disclosed to OPG by a third party that is legally entitled to disclose such information; (iii) OPG demonstrates through documented records that the information was known by it prior to its receipt from City; (iv) is developed by OPG independently of any disclosures made by City of such information, as demonstrated by OPG's documented records; or (v) is required to be disclosed by subpoena, court order, or other legal or regulatory requirement (including a public records request), provided that OPG provides prompt notice to City of such a request for disclosure and cooperates with City in any legal challenge to such disclosure.

9. Notices to the Parties. Notices required by this Agreement shall be in writing. Notices may be served by certified or registered mail, postage paid with return receipt requested; by private courier, prepaid; or in person. Mailed notices shall be deemed delivered three (3) days after mailing, properly addressed. Couriered notices shall be deemed delivered on the date that the courier represents that delivery has been made. In person delivery shall be effective when accomplished. Unless a party changes its address by giving notice to the other party as provided herein, notices shall be delivered to the parties at the following addresses:

OPG: Kari J. Ott, CPA
77 West Adams Street
Burns, Oregon 97720

City: Tori Barnett, MMC
City Recorder
City of Ontario
444 SW 4th Street
Ontario, OR 97914

10. Assignment and Subcontracting.

10.1 Assignment. OPG agrees it may not assign this Agreement in whole or in part without the prior written consent of City.

10.2 Subcontracting. OPG agrees that it may not subcontract this Agreement in whole or in part.

11. Dispute Resolution.

11.1 Method of Resolution. OPG and City agree that any claim, controversy or dispute arising out of or in connection with this Agreement or an attached Scope of Work shall be resolved as follows:

11.2 Mediation. OPG and City agree that the first step toward resolution shall be mandatory, non-binding mediation in Ontario, Oregon with a neutral, third party mediator mutually selected by the parties. OPG and City agree to share equally the costs of mediation, including the mediator's time and expenses (and excluding any attorney fees or other costs incurred by either party).

11.3 Arbitration. In the event mediation is not successful, OPG and City agree to resolve the issue through expedited mandatory arbitration in Ontario, Oregon with a mutually selected arbitrator. The arbitration shall be conducted in accordance with ORS 36.600 to 36.740 ("Oregon Arbitration Act" or its successor). Notice of demand for arbitration shall be filed in writing with the other party and with the Arbitration Service of Portland, Inc. Each party shall be entitled to discovery as provided for in the Oregon Arbitration Act. A single arbitrator shall conduct the arbitration proceedings in private, and to the extent necessary to enforce any award, the arbitration proceedings and results shall be confidential. The parties agree that the decision of the arbitrator shall be final and binding, and that judgment thereon may be entered in any court having jurisdiction. In reaching a decision, the arbitrator shall have no authority to change or modify this Agreement. The parties shall share equally the costs of arbitration, including fees resulting from the arbitrator's review of any pre and post hearing motions, briefs or other documents or pleadings. The prevailing party, as determined by the Arbitrator, shall be entitled to an award of reasonable attorney fees.

12. Waiver of Breach. The waiver by either party of any breach by the other party of any provision of this Agreement shall not operate or be construed as a waiver by the non breaching party of any subsequent breach by the other party.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to its conflict of laws provision.

14. Severability. In the event that any section or provision of this Agreement shall be held to be illegal or unenforceable, such section or provision shall be severed from this Agreement and the entire Agreement shall not fail as a result, but shall otherwise remain in full force and effect.

15. Amendment. This Agreement may be canceled, modified, or amended only by an instrument in writing and executed both by OPG and City.

16. Entire Agreement. This Agreement, including any and all exhibits, sets forth the entire understanding of the parties with respect to the subject matter of this Agreement, and supersedes any and all prior discussions, understandings and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement; provided, however, nothing in this provision is intended to render moot or void any and all Scope of Work agreements attached to this Agreement as an Exhibit and all such agreements remain in full force and effect.

17. Authority. The undersigned represent that they are authorized to execute this Agreement on behalf of their respective principals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 3rd day of August, 2015.

OSTER PROFESSIONAL GROUP, CPA's, LLP

Kari J. Ott, CPA

CITY OF ONTARIO, OREGON

Ronald Verini, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

Scope of Work

Exhibit to Oster Professional Group, CPA's – City of Ontario Professional Services Agreement

Oster Professional Group, CPA's (OPG) and the City agree that for the period specified above, OPG will provide the following Services under the terms and conditions of the attached Professional Services Agreement

An OPG representative will be on-site once per week.

MONTHLY CYCLE

- Review accuracy of general ledger accounting, accounts payable processing, accounts receivable processing and payroll processing.
- Reconcile or monitor reconciliation of all General Ledger and bank accounts.
- Provide monthly budget to actual reports and other financial reports to the City Council, City Manager and department heads.
- Provide timely and accurate monthly variance reports for City staff.

QUARTERLY CYCLE

- Prepare and file quarterly payroll reports.
- Provide grant administration as needed.
- Monitor capital asset listing including construction in progress.

ANNUAL CYCLE

- Prepare and file annual payroll reports and W-2s.
- Prepare or monitor preparation of all working papers required for the annual financial statement audit.
- Monitor year end closing of the books.
- Gather information from department heads and staff necessary to prepare the annual budgets to be approved by the City Manager.
- Provide on-site assistance during the annual financial statement audit.

AS NEEDED

- Timely respond to Council inquiries for specified information.
- Participate by telephone in City staff meetings upon reasonable advance notice by City for the purpose of providing specified information or receiving information as necessary.
- Perform other services as reasonably requested by City that are consistent with overall services to be performed by OPG under the terms and conditions of the attached Professional Services Agreement.
- Provide on-site assistance during audits, including other specific audits related to payroll, grants, etc.
- Suggest internal control procedures.

MEETINGS

- Attend all regularly scheduled City Council work sessions and meetings; special Council meetings as necessary upon reasonable advance notice; all Budget Committee meetings; and other selected committee meetings as mutually deemed necessary by OPG and the City Manager for purpose of providing any requested information.

PAYROLL

- Prepare monthly draws.
- Prepare monthly payroll including ACH upload and checks.
- Prepare payments for payroll liabilities.
- Upload payroll data to PERS.

MONTH END CLOSING, JOURNAL ENTRIES

- Prepare journal entries as needed, journal entries will be approved by City Manager.
- Prepare month end closing entries.
- Provide bank administration as necessary.

AGENDA REPORT
August 3, 2015

TO: Mayor and City Council

FROM: Kari Ott, CPA, Finance Department

THROUGH: Tori Barnett, Interim City Manager

SUBJECT: RESOLUTION #2015-142: A RESOLUTION APPROVING ALLOWANCE FOR BAD DEBTS AND WRITE OFFS POLICY

DATE: July 28, 2015

SUMMARY:

Attached are the following documents:

- Resolution 2015-142
- Allowance for Bad Debts and Write Offs Policy

The proposed resolution was to establish an Allowance for Bad Debts and Write Offs Policy.

BACKGROUND:

The City Council reserves the authority to establish and modify the Financial Policies and Procedures as needed, to bring policies into compliance with current laws and needs of the City of Ontario.

The 2013-2014 Audit had a deficiency noted due to a lack of policy to write-off uncollectible utility billing accounts. The attached policy should remove this significant deficiency from the Audit. It provides the processes that will be followed in order to write off uncollectible accounts.

A draft of the policy was given to the Council for review at the July 16, 2015 Work Session. The only change in the draft reads that staff will provide debtor account numbers instead of names to protect privacy.

PROPOSED MOTION:

Staff recommends approval of Resolution #2015-142.

PROPOSED MOTION:

I move that the City Council approve **RESOLUTION 2015-142, A RESOLUTION APPROVING ALLOWANCE FOR BAD DEBTS AND WRITE OFFS POLICY.**

RESOLUTION #2015-142

**A RESOLUTION APPROVING ALLOWANCE FOR BAD DEBTS
AND WRITE OFFS POLICY**

WHEREAS, the City of Ontario 2013-2014 financial audit had a deficiency for not having an allowance for bad debts and write offs policy; and

WHEREAS, one hundred percent of Utility Billing and other Accounts Receivable are not collectible; and

WHEREAS, the Allowance for Bad Debts and Write Offs needs to be approved and incorporated with the City's Financial Policies.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the Allowance for Bad Debts and Write Offs Policy (attached).

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 3rd day of August, 2015, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 3rd day of August, 2015.

ATTEST:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

ALLOWANCE FOR BAD DEBTS AND WRITE OFFS

Policy Statement

The finance department will estimate an allowance for doubtful accounts. The council will approve write offs of uncollectible accounts before accounts are sent to collections.

Reason for Policy

The Allowance for Doubtful Accounts and Write Offs policy is needed to ensure proper accounting for bad debts and write offs.

Definitions

Accounts Receivable – Amounts due to the City for transactions with entities outside the City, excluding “due from” transactions involving inter-agency billings.

Allowance for Doubtful Accounts – An estimate of accounts receivable, or portions of certain accounts receivable, that will not be collected. The estimate is based on past experiences and an analysis of current accounts receivable.

Uncollectible – The amount due that cannot be collected because the debtor either cannot be located, does not have the ability to pay the amount owed, the statute of limitations has run on the account; or the cost of collection exceeds the amount due.

Write-off – To reduce the value of an asset (e.g. accounts receivable) because it is deemed uncollectible.

Procedures

All accounting entries for uncollectible accounts, both the allowance for doubtful accounts and the write-off of uncollectible accounts, will be initiated by the finance department. Analysis will be performed at least annually to identify the sufficiency of the allowance for doubtful accounts and uncollectible.

Allowance for Doubtful Accounts Procedures

The Governmental Accounting Standards Board (GASB) requires that bad debts be treated as a contra-asset account rather than expense for financial reporting purposes. This treatment effectively reduces revenue for accounts that are not probable for collection. In order for that realized revenue to be reflected properly, bad debts must be regularly recognized in the accounts of the City as follows:

1. All uncollectible accounts will be reserved as specific accounts aged and consequently deemed to be uncollectible. Generally accounts aged more than one hundred twenty (120) days from the billing date are potentially no longer probable for collection. Circumstances may arise when specific accounts become uncollectible earlier than one hundred twenty (120) days. The finance department will need to determine which accounts meeting those specifications need to be reserved.
2. The finance department will initiate the transaction to record an allowance for doubtful accounts. The city manager will approve the journal entry prepared by the finance department to create and adjust the allowance account.

Write-Off Procedures

When accounts receivable are ultimately determined uncollectible and due diligence for collection has taken place, the receivable will be sent to collections and written off. When an account is written-off, the accounts receivable account should be credited and the Allowance for Doubtful Accounts should be debited. This eliminates the receivable from the City books. The finance department and city manager will provide the City Council an itemized list of uncollectible accounts to be written off specifying the following:

- Debtor Account;
- Account Balance;
- Due Date;
- Brief Description of receivable type;
- Criteria under which the account was deemed uncollectible.

The City Council will approve all write-offs of uncollectible accounts.

Recoveries

Recoveries of accounts that have been written off shall be recorded as miscellaneous income.

Discussion/Information /Hand-Out Items

City Council Meeting
August 3, 2015

MALHEUR COUNTY COURT MINUTES

JUNE 24, 2015

County Court met with Judge Dan Joyce presiding with Commissioner Don Hodge and Commissioner Larry Wilson present. Staff present Administrative Officer Lorinda DuBois.

Also present was Larry Meyer of the Argus Observer and John Braese of the Malheur Enterprise.

PUBLIC HEARING - SUPPLEMENTAL BUDGET

Judge Joyce opened the public hearing for consideration of Supplemental Budget Resolution No. 15-17. Notice of the hearing was published in the Argus Observer. The purpose of the supplemental budget is to allocate the receipt and spending of funds received in connection with the prosecution of the 45th Parallel case. \$40,557 was received as Revenue in the 45th Parallel Fund line-item 257-100-340-5200; Expenditures are Transfer County General, line-item 257-100-550-7415, in the amount of \$30,593; and Materials & Services, line-item 257-100-520-6600, in the amount of \$9,964. (It was noted that the effectiveness of the resolution is based on the premises that Mr. Norris will be depositing the checks with the County Treasurer by June 30, 2015.) There were no comments received. The hearing was closed. Commissioner Hodge moved to approve Resolution No. R15-17: In the Matter of Fiscal Year 2014/2015 Supplemental Budget by Resolution Under Local Budget Law ORS 294.471. Commissioner Wilson seconded and the motion passed unanimously. See instrument #2015-2316

COURT MINUTES

Commissioner Hodge moved to approve Court Minutes of June 10, 2015 as written. Commissioner Wilson seconded and the motion passed unanimously.

CONTRACT - ANICARE

Commissioner Wilson moved to approve Contract with Ani-Care Animal Shelter. Commissioner Hodge seconded and the motion passed unanimously. Ani-care will provide facilities for the maintenance, care and disposal according to law of abandoned or stray canines located within the confines of Malheur County. See instrument #2015-2320

AMENDMENT IGA 143692

Commissioner Hodge moved to approve Third Amendment to State of Oregon Intergovernmental Grant Agreement with Oregon Health Authority, #143692. Commissioner Wilson seconded and the motion passed unanimously. The amendment extends the termination date of the agreement to September 30, 2015. A copy will be returned for recording.

JUSTICE COURT

Commissioner Wilson moved to authorize the advertising/hiring of an Office Assistant II at Justice Court due to a staff resignation. Commissioner Hodge seconded and the motion passed unanimously.

OLCC LICENSE

Commissioner Hodge moved to approve Oregon Liquor Control Commission Liquor License Application to Walter and Robin Hutson/Willow Creek Store and Café. Commissioner Wilson seconded and the motion passed unanimously.

CROSSING PERMIT

Commissioner Wilson moved to approve Crossing Permit #13-15 to Qwest Track Utilities for installation of cable to provide service on Chestnut Ave #861. Commissioner Hodge seconded and the motion passed unanimously.

County Counsel Stephanie Williams joined the meeting.

DISTRICT ATTORNEY'S OFFICE - VAWA GRANT

Assistant DA Erin Landis, Victims Advocate Director Cindy White, and Management Assistant Marilee Aldred met with the Court. Mr. Landis explained that the VAWA (Violence Against Women's Act) grant was not funded for the next biennium. The grant is a competitive grant and over 2 million was applied for with only approximately \$900,00 available; Malheur County District Attorney's Office was not awarded any of the grant funds. The grant historically has been used to fund a full-time victims advocate position; \$55,000 was budgeted to receive in grant revenue funds for the 2015/2016 fiscal year.

Ms. White explained to the Court the various responsibilities of the victims advocates and herself. The advocate funded by the VAWA grant is the domestic violence and sexual assault victims advocate; she currently has 130 cases and is bilingual. The victims advocates are the liaison between the victims, prosecuting attorneys, and the court system.

Mr. Landis explained that Mr. Norris proposed that the County fund the position 75% from County Contingency funds and the remaining 25% be funded from the 45th Parallel funds for the 2015/2016 fiscal year.

Ms. White also explained that she will be applying for the VOCA grant in July and will apply for additional funds to possibly assist with funding the VAWA advocate; however, it will probably be late September until notice of the VOCA grant funding is received.

Judge Joyce mentioned that he recently visited with Representative Bentz's Office regarding the victims advocate services being an unfunded mandate by the State.

It was noted that the position is a grant funded position and the job description specifies that it is funded by a grant and if grant funds are lost the position is gone.

After discussion, Commissioner Hodge proposed funding the position thru December 2015 with the existing \$10,000 in 45th Parallel Funds and remaining needed funds from Contingency. Mr. Landis explained he was only authorized to agree to 25% of the cost coming from the 45th Parallel Funds and excused himself to contact Mr. Norris for further direction.

CLERK'S OFFICE

Clerk Deborah DeLong briefly met with the Court. Ms. DeLong told the Court that she anticipates additional revenue from the State in connection with the "Motor Voter" legislation. Ms. DeLong also told the Court that she will be replacing the manual seal endorser in her office with an automatic one. (The logo on the seal may be changed to the logo on the County letterhead.)

DEPARTMENT OF ENERGY IGA

Commissioner Wilson moved to approve Intergovernmental Agreement #15-058 with Department of Energy. Commissioner Hodge seconded and the motion passed unanimously. The purpose of the IGA is to establish collaboration between Department of Energy and Malheur County to perform services related to the review of Energy Facility Siting Council (EFSC) project-related documents. A copy will be returned for recording.

DISTRICT ATTORNEY'S OFFICE

Mr. Landis, Ms. White and Ms. Aldred met with the Court again. Mr. Landis had spoken with Mr. Norris and explained that Mr. Norris would agree to funding the advocate position from July - December 2015 with 50% of the monthly payroll expense to be taken from 45th Parallel Funds and 50% from Contingency monthly. An expense line in the 45th Parallel Fund budget for Personal Services - Victims Advocate would be created. The Court agreed to the 50/50 proposal for July-December 2015.

WILDLIFE SERVICES WORK & FINANCIAL PLAN

Commissioner Wilson moved to approve USDA APHIS Wildlife Services Work and Financial Plan for July 1, 2015 - June 30, 2016, Agreement NO. 15-73-41-5124. Judge Joyce seconded and the motion passed unanimously. The Work Plan sets forth the objectives, activities and budget for the cooperative wildlife services program. A copy will be returned for recording.

BURN BAN

Commissioner Hodge moved to approve Order GO-09-15: Order Prohibiting Outdoor Open Burning in Unincorporated Areas of Malheur County Located Outside of a Fire District. Commissioner Wilson seconded and the motion passed unanimously See instrument [#2015-2319](#)

DEPARTMENT OF EDUCATION - AMENDMENT

Commissioner Hodge moved to approve Amendment No. 2 to State of Oregon Intergovernmental Contract for Professional Services Contract #9898 with Department of Education. Commissioner Wilson seconded and the motion passed unanimously. The amendment adds JCP Prevention funding in the amount of \$45,000 for July 1, 2015 to June 30, 2017. See instrument [#2015-2321](#)

PUBLIC HEALTH SERVICES IGA

Commissioner Wilson moved to approve Oregon Health Authority 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services, Agreement #148021. Commissioner Hodge seconded and the motion passed unanimously. A copy will be returned for recording. The IGA sets out the public health programs through the Health Department.

SUBAGREEMENTS WITH MCOA&CS

Commissioner Hodge moved to approve Sub-Agreement with Malheur Council on Aging and Community Services to Provide Public Transportation to Seniors and Individuals with Disabilities and the General Public in Malheur County Pursuant to State Agreement Number 30784 - Operating 5310; and, Sub-Agreement with Malheur Council on Aging and Community Services (MCOACS) for Allocation of Special Transportation Funds for Special Transportation Services Benefiting Seniors and Individuals with Disabilities Pursuant to State Agreement Number 30570. Commissioner Wilson seconded and the motion passed unanimously. See instrument [#2015-2318](#) and [#2015-2317](#)

COMMITTED FUND BALANCES

Commissioner Wilson moved that the Malheur County Court hereby report the 2014/2015 ending fund balances of the following Special Revenue Funds as "Committed Fund Balances." These committed fund balance amounts can only be used for the specific purposes for which they were imposed unless the Malheur County Court removes or changes the specified use by taking the same type of action (legislation, resolution, or ordinance) it employed to previously commit those amounts.

The Special Revenue Funds are: Major Bridge, Surveyor Corner Preservation, Community Corrections, Law Library Boat License, Corrections Assessment, DA Enforcement, Taylor Grazing, Task Force, Ambulance Service District, Special Transportation Fund, Juvenile Crime Prevention, Wolf Depredation Fund, Agricultural Educational Extension Service District, 911 Fund, Traffic Safety, Court Facilities Security, State Drug Court, State Mediation CVSO Expansion, Search & Rescue, GIS Maintenance, Clerk's Record Fund, Healthy Families Grant, Work Release Construction, Economic Development, and Federal Forfeitures Fund.

Commissioner Hodge seconded and the motion passed unanimously. This motion is effective as of June 24, 2015.

PILT

The PILT payment for 2014/2015 fiscal year is \$2,186,839; this amount is \$42,711 less than what was budgeted.

COURT ADJOURNMENT

Court was adjourned.

MALHEUR COUNTY COURT MINUTES

JULY 1, 2015

County Court met with Judge Dan Joyce present with Commissioner Don Hodge and Commissioner Larry Wilson present. Staff present was Administrative Officer Lorinda DuBois and County Counsel Stephanie Williams.

Also present was John Braese of the Malheur Enterprise.

JUVENILE CRIME PREVENTION IGA

Juvenile Department Director Linda Cummings met with the Court and presented the JCP agreement for 2015/2017. Commissioner Hodge moved to approve Juvenile Crime Prevention (JCP) Basic Services Intergovernmental Agreement with Oregon Youth Authority, Agreement #13232. Commissioner Wilson seconded and the motion passed unanimously. Funding is in the amount of \$87,019.00 A copy will be returned for recording.

ROAD DEPARTMENT

Road Department Supervisor Richard Moulton met with the Court regarding possibly purchasing property in the Brogan area for its gravel source. Mr. Moulton has previously visited with the Court about this property; it is currently owned by Lee and Charity Wright. Mr. Moulton is doing some further research on the property and the gravel source. Ms. Williams suggested that the Court members visit the property, review the Assessor's records for the property, review a preliminary title report, and consider doing an Environmental One on the property.

Mr. Moulton also told the Court that he will be on medical leave for approximately four weeks.

SWCD SUPPORT LETTER

Commissioner Hodge moved to approve the Court sign a letter of support for Soil & Water Conservation District (SWCD) for its OWEB's Focused Investment Partnership grant. Commissioner Wilson seconded and the motion passed unanimously. See instrument #2015-2410

REF. #4581

The Court received a written offer to purchase Ref. #4581/900060; the property was not sold at the County Land Sale in April. Commissioner Wilson moved to accept the offer from Mark Lieuallen to purchase Ref.

#4581 and the manufactured structure, Ref. #900060, for \$6,000 cash. Property address is: 777 16th Street, Vale. Commissioner Hodge seconded and the motion passed unanimously.

CATTLEMEN'S ASSOCIATION BANNER

The Court members agreed to individually contribute \$100 each to purchase a banner to be displayed in the Beef Arena during the week of the Fair to show support for the cattlemen, kids, and the beef raised in Malheur County.

ODOT 5311 GRANT AGREEMENT

Commissioner Wilson moved to approve Public Transit Division Oregon Department of Transportation Agreement No. 30479, Capital, Operating 5311. Commissioner Hodge seconded and the motion passed unanimously. Funds are to assist with administrative and operations funding to provide general public transportation operated in and around Malheur County, also connecting to locations in Ontario, Nyssa, Vale, Parma, New Plymouth, Fruitland and Payette. A sub-agreement will be drafted with MCOA&CS. A copy will be returned for recording.

DEPENDENCY CONTRACT

Ms. Williams relayed a request from District Attorney Dan Norris that he be paid quarterly in fiscal year 2015/16 for the DOJ Dependency Contract. Historically payment has been made to Mr. Norris when the funds are received from the State. Consensus of the Court was to not change the payment process and to continue as has been done for the past years.

LAKE OWYHEE ROAD FLAP

Ms. Williams updated the Court on the Lake Owyhee Road FLAP process. A Pre-FLAP meeting will be held July 9th; the site visit with the Technical Advisory Group is July 15. The site visit is limited to two hours. It is imperative that the partnering and involved federal agencies be the lead from now on as the FLAP is a federal program. Representatives of BOR and BLM will attend the July 9 meeting.

BUDGET TRANSFER

Commissioner Wilson moved to approve Resolution No. R15-18: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Hodge seconded and the motion passed unanimously. The resolution transfers \$30,593 from County Contingency to the District Attorney's Materials and Services budget. See instrument #2015-2411

County Court was closed and the ASD Session was opened.

BUDGET TRANSFER - ASD

Commissioner Hodge moved to approve Resolution No. R15-19: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Wilson seconded and the motion passed unanimously. The resolution transfers \$10,000 out of the ASD Vehicle Replacement Fund; and places \$5000 in Disposable Medical Supplies, and \$5000 in Provider Education Fund. See instrument #2015-2412

The ASD Session was closed and County Court was reopened.

LINN COUNTY RESOLUTION

The Court reviewed a resolution passed by Linn County supporting second amendment rights. Judge Joyce indicated he would visit with Sheriff Wolfe regarding the content of the resolution.

COURT ADJOURNMENT

Court was adjourned.

Tori Barnett - SREDA AUGUST meeting

From: Kit Kamo <kkamo@tvcc.cc>
Date: 7/28/2015 5:57 PM
Subject: SREDA AUGUST meeting
Bc: Tori Barnett
Attachments: SREDA 8-5 Agenda.doc; July 1 Minutes.doc

Good evening – A reminder that next Wednesday is the SREDA monthly meeting at Vale in the City Hall at 7 am.

The public is welcome to attend. Attached please find the agenda for the meeting as well as the unapproved minutes from the July meeting in Fruitland, Idaho.

Good luck to all the participants at the following family fun events:

Malheur County Fair (along with a Rodeo and the Idaho Eastern Oregon Onion Festival) July 28 - August 1 in Ontario, Oregon

Washington County Fair and Rodeo July 27 – August 1 in Cambridge, Idaho

Payette County Fair and Rodeo August 4 – 8 in New Plymouth , Idaho

Thanks,

Kit Kamo, Executive Director

Snake River Economic Development Alliance

650 College Blvd.

Ontario, OR 97914

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BOARD OF DIRECTORS
Meeting Agenda
August 5, 2015 ~ 7 am
Vale City Hall, Vale, Oregon

1. Call meeting to order
2. Introductions of attendees
3. Approval of July 1st minutes
4. Financial update – Sandy Hemenway, Treasurer
5. Annual meeting for October 20-22? – Election of board members
6. City and Community Highlights
Ontario, Weiser, Vale, Nyssa, Fruitland, Payette, New Plymouth
 - a. City
 - b. Community
7. County Highlights
Payette County, Washington County, & Malheur County
8. Executive Director Report
 - a. Project updates
 - b. Award Presentation & SREDA Ignite presentation
 - c. Team Oregon Food Processing 2016
 - d. Other
9. Round Table Discussion
10. Adjourn

Calendar of EVENTS

July 13th- 15th – WEDA & OEDA Joint Meeting-Vancouver, WA
August 5th – 7 am SREDA Monthly Meeting, Vale City Hall, OR
September 2nd – 7 am SREDA Monthly Meeting, TBA
October 5-7 IEDC Anchorage – accept SREDA award
October ANNUAL MEETING
November 4th – 7 am SREDA Monthly Meeting, Tex Mex, Nyssa, OR

All SREDA monthly meetings are open to the public*



BOARD OF DIRECTORS

July 1, 2015 ~ 7 am

Fruitland City Park, Fruitland, Idaho

Members and guests present: Ken Bishop, Tom Anderson, Alan Massey, Reece Hrizuk, Daniel Holmes, Harry Flock, Jim Smith, Randy Shroll, Charlotte Fugate, Dan K. Cummings, Abby Lee, Judy A. Cordeniz, Layna Hafer, Bob Komoto, John Breidenbach, Jeff Hafer, Sandy Hemenway, Derrell Childers, Kyle McCauley, Tom Hemenway, Alan Massey, John Dillon, Dennis Baughman, Melody Goodman, Dan Greig, Kyla Dickerson, Wil Overgaard, Ryan Kerby, Randy Frates, and Ed Susman.

Staff: Kit Kamo

1. Call Meeting to Order: As both the Chairman and Vice Chairman were absent, Treasurer Sandy Hemenway chaired the meeting today and called the meeting to order at 7:05 a.m.
2. Introductions of Attendees: Acting Chairman Hemenway thanked everyone for coming today, recognized the outstanding attendance and then asked if everyone present today would please introduce themselves and what specific entity they are representing. We then took a few minutes for the group to complete introductions.
3. Approval of June 3, 2015 Minutes: Acting Chairman Hemenway asked if everyone had a chance to read and review the board minutes that were sent to members. Acting Chairman Hemenway then asked if anyone had any questions or corrections to the minutes. Hearing none, Acting Chairman Hemenway asked for a motion to approve the minutes as presented. Jim Smith made a motion to approve the minutes, seconded by Layna Hafer. The motion passed unanimously.
4. Financial Update: Sandy Hemenway, Treasurer provided the treasurer's report for the group. Sandy went over in detail the financial handouts discussing balances at the end of the month in both the checking and money market accounts, and then totals for month end. She acknowledged and thanked the City of Ontario and Weiser Memorial Hospital for their renewed annual membership. She also thanked the monthly contributing members, Subway, Argus, Hanigan's, Zion's, Red Apple and Weiser Classic Candy. As Acting Chairman, Hemenway asked if there were any questions for clarification or discussion, there were none, so Acting Chairman Hemenway asked for a motion to approve the financial report as printed and presented. Dan Grieg made a motion to approve the financial update as printed, seconded by Ken Bishop. The motion passed unanimously.
5. City and Community Highlights:
 - City Highlights:**
 - a. Ontario: Council women Charlotte Fugate reported the City Council passed the city business license which is now in effect. Charlotte also reported that the city is working with a consultant on the pool renovation ideas and they will be meeting with the YMCA. They have been working on the arsenic issue as most cities around are doing. They have a meeting this



week with retailers to see if they would meet with the Main Street group to identify historic buildings in the downtown area. They are also looking at a \$50,000 matching grant fund to help revitalize the city. Dan Cummings, Ontario's new Planner/Economic Development person gave a report and mentioned the St Alphonsus renovation is progressing at this time very well. Dan also reported that a new Tractor Supply Company is locating in the old West Park Plaza mall and the remodel is coming along very well. Dan then reported that the owner is working with about seven or eight other potential businesses and said the City will do all they can to accommodate these potential tenants.

b. Weiser: City Council woman Layna Hafer reported the annual Fiddle festival event which just ended was again a success. However, the heat was so hot it was not good for the overall attendance. Layna then reported that the old Agri-Service building has been purchased and that the Hollingsworth tractor business has also been purchased. A section of the Weiser River Trail in town will get paved. Layna stated that businesses have shown a lot of interest in Weiser in general recently and that things have really picked up. She equated that to the small town atmosphere and the quality of life. It is very exciting for the City of Weiser. There will be another site visit this afternoon. Layna also said that the City of Weiser supported SREDA fiscally for this coming year and that it was unanimous.

c. Vale: No city of Vale representatives were present so no report was given for Vale.

d. Nyssa: City Councilman Harry Flock reported on the Nyssa arsenic project upgrade and said everything is moving forward. Harry wanted everyone to know that next week is Thunder Egg days in Nyssa so please come out, support the event, and partake in the fun. It's their 50th Anniversary and will even have a car show.

e. Fruitland: Mayor Ken Bishop said the highway 95 project upgrade is now completed which is good news. Ken then reported that the waste water plant project is ahead of schedule and going well. Ken said the City of Fruitland is working very hard with Dickinson Frozen Foods on a major waste water treatment plant upgrade. Ken stated the city really wants to work with Dickinson's and that they have been very responsive so everything is progressing forward. He then reported the city has a new phase with a new subdivision and will be working on the City budget in the next few weeks.

f. Payette: Alan Massey, Payette HTC, gave the report from Payette that all is going well in their community. Payette will have some exciting new businesses coming to the highway 95 corridor. The City has two big grants in the works which will be very positive for the city and the city is working on some downtown improvement projects. Alan commented on the success of bringing several local groups together. All very good news for Payette.

g. New Plymouth: No city of New Plymouth representatives were present so no report was given for New Plymouth.

Community Highlights:



John Breidenbach, Ontario Chamber of Commerce Executive Director, reminded everyone about the Oregon State agriculture field day on Wednesday 7/8 from 9-2 with free lunch. He talked about what this means to the local communities. John then reminded everyone that this week is the Vale Fourth of July parade and rodeo, so please support the event.

Dan Grieg updated the group on the new veteran's park memorial project out on Highway 52. Dan stated anyone can purchase a brick to remember your veteran if you wish too. It is a great cause so please consider it.

6. County Highlights:

a. Payette County: No one was present or reported from Payette County so no report was given.

b. Washington County: Commissioner Tom Anderson reported that the county will be discussing highway 95 and some much needed upgrades with some local legislative folks. Tom thanked Representative Ryan Kerby and Senator Abby Lee for their efforts on this project as it is much needed. Tom reported that Project Neighbor is still moving forward. He also reported that the County is working on its budget and explained a couple of issues regarding the budget including the reduction in PILT payments from \$750,000 down to \$680,000. He reported that the Washington County Fairgrounds just received a new building donated to them which will save the county \$40,000 to \$50,000 dollars - This is huge. Tom said that the county was very appreciative of this donation.

c. Malheur County: No one was present or reported from Malheur County so no report was given.

7. Executive Director Report:

a. Project Updates: Executive Director Kit Kamo handed out her report card of activities that had been updated through 6/30 and then spent some time discussing it in detail. SREDA had a busy first and second quarter for the 2015 year.

Kit then told the group that SREDA will be receiving a very big economic development award and that it will be presented in Alaska. Kit stated she would like some SREDA members to perhaps make the trip to Alaska to receive the award on SREDA's behalf.

Kit reported on Project Sunny which is a solar type business in Idaho. She updated the group on Project Baa Baa and she stated the Mayor of Fruitland was contacted from the Project 78 company representatives asking a few more questions. This project is a 1.4 billion investment potential from back east. We have been working on this project since 2013. Kit said we will now have a new person representing this company and who is expected to be out here in August as the former representative retired. The company will start with 350 employees then hopes to expand to around 700 employees. The State of Idaho is on board with this project. Kit then said that Project Neighbor is looking very promising too. She gave an update on Project Pumpkin and its progress. She reported that the Body Shop Fitness Center and DL Evans Bank had recent grand openings. She then said that SREDA received 2 grants of \$750 each from Idaho Power for training for both Kit and Kristen. Kristen just completed her 2nd year of the NW Community

Development Institute in Boise. The City of Weiser also has a site visit today which is very exciting as they really like Weiser.

8. Round Table Discussion: Idaho Senator Abby Lee discussed some thoughts and issues with the Alta Mesa natural gas project and explained some of the process. Abby stated that if anyone had questions or concerns to call or email her. This is a big project with some potential issues for the community. They plan to turn the gas line on this week. This will then start a six month review process. Integration is a big item. More movement will happen in the next six months.

Randy Shroll, Idaho Department of Commerce, discussed several community training opportunities available from the Idaho Department of Commerce. He has been doing some strategic planning with the Weiser Economic Development group.

Abby Lee, TVCC Vice President of College and Public Relations, discussed the Colleges new Automated Systems program that will be starting this fall. This is an exciting program and will really help some local producers and packing sheds who really need this technology with trained workers. This is part of the P2P (Poverty to Prosperity) program the College and local high schools have been working on. We are glad to get this off the ground.

Fruitland Mayor Ken Bishop then discussed the local commuter bus between the cities and some of the partnership and funding issues associated with it.

Judy Cordeniz discussed Lifeway's open house in Caldwell scheduled for July 30th at 4pm. Judy stated that Lifeway's now has approximately 260 employees and only had 180 employees two and a half years ago. Lifeway's now employs folks in three states.

9. Adjourn: Acting Chairman Hemenway adjourned the meeting at 7:46 a.m.

Upcoming Calendar of Events:

July 13, 2015	WEDA & OEDA Joint Summer Meeting - Vancouver, WA
July 30, 2015	Team Oregon Food Processing Meeting – Portland
August 5, 2015	SREDA Monthly Board Meeting, Vale City Hall, Vale, Oregon

Minutes prepared by Randy Griffin, SREDA Secretary



Project Pumpkins – growing



Washington County industrial site visit in a convertible